



# AGREEMENT TO PURCHASE: NON-SPECIFIC COOPERATIVE

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Purchaser Account Number

\_\_\_\_\_  
EverGRO Cooperative Store  
(Name & Store Number)

\_\_\_\_\_  
Address of Purchaser

\_\_\_\_\_  
Date

The undersigned purchaser ("Purchaser") hereby agrees to purchase from \_\_\_\_\_ ("Seller") certain production supplies.

Purchaser has paid Seller the sum of \$\_\_\_\_\_ Dollars (\_\_\_\_\_) in cash, receipt of which is hereby acknowledged by Seller.

Price herein is for is for production supplies only unless otherwise specified. Additional charges including but not limited to labor, installation, delivery, taxes, buggy rental or other expenses will be bulled separately to the Purchaser.

In consideration of the agreement of Purchaser to purchase and the payment to Seller described above, Seller agrees to sell to Purchaser production supplies. The terms of this agreement are valid through \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY).

Purchaser represents and warrants to the Seller that it is purchasing the Purchased Goods for agricultural purposes or for resale ad not for personal, family or household purposes. Purchaser may not cancel this agreement except with the prior consent of Seller, and nothing contained herein shall obligate Seller to grant such consent. Should this agreement be cancelled, Seller shall have the right to offset an amount owed to the Seller with any prepaid amounts remaining.

NEITHER EVERGRO COOPERATIVE NOR ANY MANAGED LOCAL COOPERATIVE OF EVERGRO COOPERATIVE MAKES ANY REPRESENTATION REGARDING THE TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THIS PROGRAM. IF LEGAL, TAX, OR OTHER EXPERT ASSISTANCE IS REQUIRED BY THE PARTY CONTEMPLATING ENTERING INTO THIS AGREEMENT, THE SERVICES OF COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Seller.

**PURCHASER:**

\_\_\_\_\_  
Name

**SELLER:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_

Its: \_\_\_\_\_