



# AGREEMENT TO PURCHASE: 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") for delivery of the following items (the "Purchased Goods") at the following prices:

Quantity	Item	Unit Price	Total Price

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

Price herein is for Purchased Goods only (as defined above) unless otherwise specified. Additional charges, including but not limited to labor, installation, delivery, taxes, buggy rental or other expenses will be billed 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 the Purchased Goods at the prices set forth above. 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 purpose or for resale and not for personal, family or household purposed. 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 any amounts owed to the Seller with any prepaid amounts remaining.

EVERGRO COOPERATIVE NOR ANY MANAGED LOCAL COOPERATIVE OF EVERGRO COOPERATIVE MAKES ANY REPRESENTATION REGARDIG THE TAX CONSEQUENCES OF THE TRANSACTIONS CON-TEMPLATED BY THIS PROGRAM. IF LEGAL, TAX, OR OTHER EXPERT ASSISTANCE IS REQUIRED BY THE PAR-TY CONTEMPLATING ENTERING INTO THIS AGREEMENT, THE SERVICES OF A 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: \_\_\_\_\_