



May 6, 2008

Dear Valued Supplier:

We are currently revising our Vendor/Supplier policies in an effort to provide our customers with the highest quality and Food Safety. Custom Produce Sales enjoys its business relationship with you, and wishes to thank you for being a valuable supplier to our company. In order to continue to be an authorized supplier we require from you the following documents to be submitted no later than July 1, 2008. Those suppliers who do not comply with these requirements will have their accounts be placed on hold status until all documents are received. Please do not hesitate to contact us with any questions or concerns.

1. Hold Harmless Agreement (HHA) – Please see attached HHA. Please have this HHA form signed by an authorized officer of your company.
2. Certificate of Insurance (COI) – Please provide us with a COI. You should forward this letter and the attached “Minimum Insurance Requirements” schedule to your insurance broker and advise them that we need to be added to the Additional Insured. (See attached example)
3. Good Agricultural Practices Compliance Program (GAP) - Please see attached GAP form. Please have this GAP signed by an authorized officer of your company.
4. Produce Vendor Continuous Release Form- This form verifies your Third party Audit and gives Primus Labs authorization to transfer your audit information to our web site. This form needs to be filled out and signed by an authorized officer of your company

The forms can be returned to our office, via, fax, email, or regular mail.
Fax (559) 646-1003 Attn: Adriane Alexander or e-mail to
adrianea@customproducesales.com

Thank you,

Marvin Farris
President
Custom Produce Sales



Produce Vendor Continuous Release Form

Preferred Vendor:			
Corporate Address:			
City and State			
Contact Person:		E-Mail:	
Phone:		Fax:	

Geographical Regions Where Product is Sourced:

Seasonal Operation (Time Frame) or Year Around Production:

If additional space is required please provide the information on a separate sheet.

The verification phase of the program requires that you contract with a Third party auditing firm to verify that your operations, including each farm, packinghouse and cooling operation complies with the Good Agricultural Practices (GAP) and Good Manufacturing Practices (GMP). Once third party audits are completed, whether by PrimusLabs.com or by another firm, we will request that the results be transferred to our nested food safety site within the Custom Produce Sales/PrimusLabs.com site. All audit submissions will be made utilizing PrimusLabs.com audit format to ease review and evaluation process. We would expect third party audits to be completed within 60 days of a commodity's initial harvest, in any growing region.

In addition to the audit, you are requested to authorize the transfer of all audit results associated with your operation to PrimusLabs.com. These will then be incorporated into Custom Produce Sales display format and web site. Procedures and the cost associated with the transfer of audit results are outlined within PrimusLabs.com's web site.

Print Name: _____ Title: _____

Signed: _____ Date: _____

Return Release Form to:

Custom Produce Sales
 Attn: Adriane Alexander
 P.O Box 977
 Kingsburg, CA 93631

Phone (559) 595-6060
 Fax (559) 646-1003
 E-Mail: adrianea@customproducesales.com

GOOD AGRICULTURAL PRACTICES COMPLIANCE PROGRAM

Dear Valued Supplier:

The purpose of this document is to ensure that the produce we sell to our customers is grown, harvested, packed, processed and handled in a manner compatible with the FDA / USDA's "Guide to minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables." The guide directs growers to use its recommendations to develop appropriate best management practices for their individual operations. Such practices have come to be known as "GAP's."

By signing this form, your company hereby guarantees that any Agricultural commodities, foreign or domestic, which you supply to Custom Produce Sales has been grown under GAP's as described by the aforementioned Guide as appropriate for the commodities provided.

Further, your signature implies that your company has implemented control strategies that monitor and verify your compliance with aforementioned GAP Guidelines and affords our company the access to audit your GAP monitoring and verification documentation. Please note that the Guidelines encompass such areas of Importance to Food Safety as:

1. **Prevention of microbial contamination.**
2. **Management of risk and land use.**
3. **Harvesting operations.**
4. **Water quality and safety.**
5. **Pesticide usage and pesticide residual compliance.**
6. **Employee hygiene and sanitation practices.**
7. **Management of soil amendments.**
8. **Monitoring and documentation of all the above.**

If you have any questions or concerns regarding this letter please feel free to contact me. Thank you in advance for your cooperation on this matter.

Sincerely,

Marvin Farris
President
Custom Produce Sales



Dated this _____ day of _____, 200_.

Name of Company

Authorized Contact / Title

Authorized Signature

**Please fax this executed letter to
Adriane Alexander at (559) 646-1003.
or you can e-mail it to:
adrianea@customproducesales.com
If you have any questions, contact Adriane at
(559) 595-6060 ext. 1250.**



HOLD HARMLESS AGREEMENT AND GUARANTY/WARRANTY OF PRODUCT

Custom Produce Sales
P.O. Box 977
Kingsburg, CA 93631
13475 E Progress Drive
Parlier, CA 93648

To Whom It May Concern:

The undersigned person or entity ("**Seller**"), for value received, hereby represents and agrees as follows:

1. The products contained in any shipment or delivery made by Seller, its subsidiaries or divisions ("a Product") to or on the order of Custom Produce Sales, its subsidiaries, affiliates or divisions (collectively referred to as "Buyer") is hereby guaranteed, as of the date such shipment or delivery, (a) not to be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Section 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.

2. Seller agrees to defend (with counsel reasonably acceptable to Buyer), indemnify and hold harmless Buyer and its employees, agents, representatives, directors and customers (individually, an "Indemnitee") from all actions, suits, claims, demands, and proceedings ("Claims"), and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses (including reasonable attorney's fees) resulting therefrom in connection with the Product whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any other cause whatsoever :
 - (i) brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that any Product shipped or delivered by Seller to or on the order of Buyer did not, as of the date of delivery, meet the representations set forth in Paragraph 1;

 - (ii) brought or commenced by any person or entity against any indemnitee for the recovery of damages for the injury, illness and/or death of any person, or loss or damage of property arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use or consumption of any Product or (b) the negligent acts or omissions of Seller; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that claims are caused by the sole negligence of Buyer.

Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any claim.

3. Seller agrees to maintain in effect insurance coverage with financially responsible insurance companies covering workers' compensation and employer's liability, automobile liability, commercial general liability, including product liability and excess, liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverage's. Seller's insurance described herein shall be primary and not contributory with Buyer's insurance. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured using form CG Broad Form Vendor's Endorsement or it's equivalent with respect to the commercial general liability policy including products liability. Automobile liability and excess/umbrella liability coverage's will also name Buyer as an additional insured. All policies shall provide waivers of subrogation in favor of Buyer. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained herein.

4. If any portion of this agreement is ruled invalid for any reason, such ruling shall not affect the other portion of the guaranty and agreement, and all remaining covenants, terms, and conditions of this agreement shall remain in full force and effect.

5. In case litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay the prevailing party its reasonable attorney's fees as awarded at trial or in an appeal wherefrom. Said sums shall be in addition to all other sums provided at law. The laws of the state of California shall govern this agreement.

6. This agreement is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt by Buyer of Seller's written notice of revocation hereof.

Dated this _____ day of _____, 20__.

Name of Company, Seller

Signature of Authorized
Official and Title

Street Address

City, State and Zip Code