

RAISIN ADMINISTRATIVE COMMITTEE
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Fresno, California 93721
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RAC STORAGE BIN AGREEMENT
Crop Year 20__

This Agreement applies to all Raisin Administrative Committee (RAC) storage bins that are: a) allocated to a packer based on reserve pool holdings; b) rented by the packer from the RAC; and/or c) stored by the packer for the RAC. In lieu of the compensation as provided for in § 989.66(f) of Marketing Order No. 989 (Order), and in § 989.401 of the Order's rules and regulations, the RAC offers to supply, and the packer agrees to accept, two replacement RAC storage bins to the packer for each ton of reserve raisins held by the packer on August 1, 20__.

A. Terms of Use for RAC Bins:

1. RAC storage bins will only be used to receive, handle, or store natural conditions, sun-dried California raisins.
2. The packer will not release any RAC storage bins to its growers until the packer has signed and returned a RAC Storage Bin Agreement to the RAC.
3. The packer commits to have all RAC Bins issued to its growers returned by March 31, to facilitate inventory and repair of bins.
4. The packer commits to have all empty RAC bins, whether allocated for reserve storage, rented by the packer or stored for the RAC, stacked segregated from all other bins to aid and assist the RAC in obtaining a complete RAC storage bin inventory.
5. The packer will notify RAC field staff of any RAC bins needing repair.
6. The packer will provide the RAC with a monthly accounting of its RAC bin inventory on the *RAC Bin Control Record* (RAC-9) by the 7th of each month in accordance with reporting requirements.
7. The packer will assist RAC staff in conducting a physical inventory of its RAC bins prior to July 31.
8. The packer agrees to make RAC bins that are in excess of its reserve allocation and rental amount, available for pick-up by other packers. Bins must be empty and clean. The packer will assist and cooperate with the RAC to allow for orderly and timely transfer of RAC bins to other packers. A packer experiencing any problem in these bin transfers should contact RAC field staff immediately.
9. The packer agrees to not charge the RAC any fees for RAC bins stored at the packer's facility, and also agrees to assist or allow the RAC to pick up bins without any loading fees or other charges.
10. It will be the packer's responsibility to pick up any RAC bins allocated for reserve storage or rented by the packer in excess of the packer's inventory. Page 3 of this Agreement indicates the location(s) where RAC storage bins are to be picked up. The RAC will not be liable for paying any compensation resulting from the failure of the packer to pick up allocated RAC storage bins.

B. Allocation of Bins for Reserve Storage and/or Rental:

1. Allocation for Reserve Storage. RAC bins are first allocated to the packer to hold reserve raisins held beyond the current crop year. The allocation is based on a per ton basis of two RAC bins for each ton of reserve raisins held as of August 1. Packers will be notified of their allocations by August 31, and advised as to which packer(s) their excess holdings have been allocated or where bins can be picked up if their current holdings are less than their allocation. If insufficient RAC bins are available to hold the total reserve pool obligation, each packer will be allocated bins on a pro rata basis in accordance with their reserve holdings in relation with the total reserve pool and will be paid a bin

rental in accordance with § 989.401(c) of the Order for the bins needed to store reserve pool raisins in excess of the packer's pro rata allocation.

2. Bins in excess of the reserve pool obligation will be available for rent at the current rate established by the Committee and will be allocated on the basis of each packer's acquisitions.

C. Payments and Charges

1. The RAC will compensate the packer for reserve storage bins required in excess of the available RAC bin allocation (RAC Bin Deficiency) in accordance with § 989.401(c) of the Order at a rate of 20 cents per bin per day to a maximum of \$10 per bin per year. Payment will be made as soon as practicable after January 31, in accordance with § 989.66(f) of the Order.
2. The packer will compensate the RAC at \$10 per bin per year for any bins available that such packer elects to rent from the RAC. Rental payments will be due within 10 days of invoice, with interest assessed at prime rate plus 2% for late payment. The packer authorizes the RAC to deduct any unpaid bin and interest charges from any RAC payments due the packer after January 31.
3. A packer who does not make excess RAC bins available upon request of the RAC will be subject to a \$20 fee per bin.
4. The packer may be charged \$4 per bin for any bin delivered for the RAC that is not empty and clean.
5. The packer may be charged up to \$50 per bin for RAC bins that are lost or not returned by the handlers, or for any bins that are damaged beyond normal repair.
6. The RAC may deny use or rental of bins to any packer, or may require a bond or advance payment on bins when: bin payments are chronically late or in arrears from a prior year; bins have been improperly used; required bin reports are not submitted; or reasonable custodial care of bins has not been afforded by the packer.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0178. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S. W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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