



2015 Wholesale Christmas Trees - Oregon Farm Price List

for orders placed before October 17th, 2015

Minimum order for shipment is 400 trees*

*Buyers may pick up orders of 100 or more trees at the farm with their own trucks.

Telephone - Oregon [\(541\) 929-3572](tel:5419293572) - E-Mail info@oregonchristmastree.com

QUANTITY	DESCRIPTION	F.O.B. OREGON	AMOUNT
	Premium #1 Grade Nordmann Fir Christmas Trees 4' - 5'	\$15.00	
	Premium #1 Grade Nordmann Fir Christmas Trees 5' - 6'	\$20.00	
	#1 Grade Nordmann Fir Christmas Trees 6' - 7' SOLD OUT	\$25.00	
	#1 Grade Nordmann Fir Christmas Trees 7' - 8' SOLD OUT	\$32.00	
	#1 Grade Nordmann Fir Christmas Trees 8' - 9' SOLD OUT	\$45.00	
	#2 & Better Grade Nordmann Fir - Table Size 2½' - 4½' SOLD OUT	\$12.00	
	#2 & Better Commercial Grade Nordmann Fir - Field Run 5½' - 7'	\$18.00	
	Premium #1 Grade Noble Fir Christmas Trees 5' - 6' SOLD OUT	\$32.00	
	Premium #1 Grade Noble Fir Christmas Trees 6' - 7'	\$35.00	
	Premium #1 Grade Noble Fir Christmas Trees 7' - 8' SOLD OUT	\$40.00	
	Premium #1 Grade Noble Fir Christmas Trees 8' - 9' SOLD OUT	\$55.00	
	Premium #1 Grade Noble Fir Christmas Trees 9' - 10' SOLD OUT	\$70.00	
	#2 & Better Commercial Grade Noble Fir - Field Run 6' - 9' SOLD OUT	\$28.00	
	Premium #1 Grade Grand Fir Christmas Tree 6' - 7' SOLD OUT	\$20.00	
	Premium #1 Grade Grand Fir Christmas Tree 7' - 8'	\$24.00	
	Premium #1 Grade Grand Fir Christmas Tree 8' - 9' SOLD OUT	\$30.00	
	Premium #1 Grade Grand Fir Christmas Tree 9' - 10' SOLD OUT	\$36.00	
	#2 & Better Grade Grand Fir - Field Run 5' - 9' SOLD OUT	\$18.00	
	Premium #1 Grade Douglas fir Christmas Tree 5' - 6' SOLD OUT	\$16.00	
	Premium #1 Grade Douglas fir Christmas Tree 6' - 7' SOLD OUT	\$18.00	
	Premium #1 Grade Douglas fir Christmas Tree 7' - 8' SOLD OUT	\$22.00	
	Premium #1 Grade Douglas fir Christmas Tree 8' - 9' SOLD OUT	\$30.00	
	#2 & Better Grade Douglas fir - Field Run 5' - 9' SOLD OUT	\$15.00	

PAYMENT TERMS: 25% DEPOSIT WITH ORDER / BALANCE DUE NOVEMBER 1ST, 2015
 PRICES QUOTED ARE FOR CHRISTMAS TREES AT THE FARM IN OREGON F.O.B.

TO PLACE AN ORDER, FILL OUT THE TREE QUANTITIES YOU WILL NEED, THEN SIGN AND DATE.
 E-MAIL TO INFO@OREGONCHRISTMASTREE.COM OR SEND BY POSTAL MAIL TO
 SANTA & SONS CHRISTMAS TREES, 24469 HIGHWAY 20, PHILOMATH, OR 97370. A SIGNED PURCHASE AGREEMENT
 AND INVOICE SHOWING ALL SCHEDULED PAYMENTS AND PAID DEPOSITS WILL BE SENT TO YOU.

NAME	ADDRESS	TELEPHONE
SIGNATURE		DATE

Santa & Sons Christmas Trees
TERMS AND CONDITIONS OF SALE

1. **Agreement.** Seller agrees to sell, and Buyer agrees to purchase, the items listed at the prices stated on the attached form, on the terms and conditions that follow.

2. **Purchase Price.** The total purchase price is subject to the following terms:

2.1. **Nonrefundable Deposit.** 25% (ten percent) of the purchase price shall, upon execution of this agreement be paid in cash, by check or bank transfer. This deposit is **nonrefundable**.

2.2. **Time of Payment.** To qualify for the prices quoted herein, signed order forms and deposits must be received before **October 17th, 2015**. Final payment for the full amount of the remaining balance is due on or before **November 1st, 2015**.

2.3. **Interest.** Account balances more than 30 days past due shall be assessed an additional charge of 1.75 percent of the outstanding balance per month.

2.4. **Cancellation.** Buyer may cancel its obligations under this agreement by notifying Seller, in writing, not later than 90 days before the delivery date in paragraph 3.3, below. No portion of the purchase price shall be refunded after that date. Buyer's deposit shall not be refunded in the event of cancellation.

2.5. **Independent Covenant.** Buyer agrees that its duty to pay the purchase price is independent of Seller's duties under this agreement.

3. **Delivery.**

3.1. **Responsibility to Provide Trucks.** The Buyer is responsible for ordering and providing the trucks to haul all of the Christmas trees that the Buyer has ordered. Buyer is responsible for and agrees to pay shipping charges directly to the shipper. Failure to provide said trucks does not relieve Buyer of any of the Buyer's obligations to pay the full purchase price under this agreement.

3.2. **Use of Common Carriers** Shipper may from time to time provide assistance to Buyer in the securing of trucks to haul the Christmas trees Buyer has ordered. The provision of such assistance does not constitute any endorsement by the Seller nor provide any guarantee whatsoever of the reliability or the timely performance by the trucking company or its drivers. Seller specifically denies responsibility for the conduct or actions of any third party freight provider.

3.3. **Risk of Loss.** Buyer immediately bears responsibility for any and all damage to purchased items once the trees are loaded onto the Buyer's Truck. If damage occurs en route, Buyer agrees that it will pursue redress only through the carrier or carriers charged with delivery.

3.4. **Loading** The Christmas trees will be loaded onto Buyer's trucks by Seller's crews. Delivery shall be final when Buyer's trees have been made ready and are available to be loaded onto Buyer's truck on the agreed delivery date in Section 3.4 below, without regard to whether Buyer has provided trucks to be loaded.

3.5. **Delivery Date, Time and Location.** Unless otherwise agreed in writing, Seller shall have the trees ready for loading at 7:30 am on *(enter date)*

4. **Limitation of Liability.** Buyer agrees that Seller will not be liable for, and that Buyer shall indemnify Seller for all costs, damages and expenses incurred by Seller related to: (i) any allergic reactions to the products purchased; (ii) injury or damage to persons or property caused by insects on or in the purchased products at delivery; (iii) injury or damage to persons or property caused by any purchased product after delivery is complete.

5. **Disclaimer.** There are no warranties other than those stated in this agreement. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event shall Seller be liable for any incidental or consequential damages, including but not limited to personal injury, property loss, or lost profits.

6. **Force Majeure.** Seller shall not be liable for any failure or delay in performance under this agreement to the extent that the failures or delays are proximately caused by forces beyond Seller's reasonable control and occurring without its fault, including, without limitation, natural disasters, war, imposition of government restrictions, and failure of suppliers, subcontractors, and carriers.

7. **Collections Costs; Attorney Fees.** Buyer agrees to pay any costs of collection incurred by Seller, including reasonable attorney fees, regardless of whether an action is filed. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

8. **Modification.** No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.

9. **Integration.** This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

10. **Waiver.** Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

11. **Venue and Personal Jurisdiction.** It is agreed that venue of any action filed to enforce this agreement shall lie in any court in Benton County, Oregon, having jurisdiction of the subject matter, and that the parties are subject to personal jurisdiction in Benton County, Oregon.

12. **Governing Law.** This agreement shall be interpreted and enforced according to the laws of the State of Oregon.

AGREED:

Seller: Santa & Sons Christmas Trees
24469 Highway 20, Philomath, OR 97370-9792

By: _____ Date: _____
Mark Rohlfs, Owner

Buyer: _____

By: _____ Date: _____

_____, **2015**,
at the Seller's place of business located in Oregon at
26247 Cory Rd, Junction City, OR 97448.

Truck loading takes place only between 7:30 am and 4:30 pm.

3.6. **Freshness.** Seller warrants that all trees will be fresh on the initial mutually agreed delivery date stated in section 3.3. Seller cannot guarantee freshness beyond that date.