

# Maple Sap Non-Exclusive Supply Agreement

FBFS 052– 4/22 Acer Series: Maple Business Development  
Visit [www.maplemanager.org](http://www.maplemanager.org)

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## About This Educational Guide

*This guide is for informational purposes only and does not provide legal advice or create an attorney-client relationship. You should contact an attorney to obtain advice as to any specific issue or the application of this template your unique situation. This guide references contract clauses and formats that may be different in various U.S. states or under certain circumstances. Contact a professional to adapt this educational format for your business needs.*

This “UVM Maple Sap Non-Exclusive Supply Agreement” template is available at [www.maplemanager.org](http://www.maplemanager.org) in PDF format. Contact the UVM Maple Business team directly to request a different document format ([Mark.Canella@uvm.edu](mailto:Mark.Canella@uvm.edu)). An additional resource sheet is also available (FBFS 053) that explains specific situations that may prompt a sap supplier or sap buyer to modify clauses in the original template or to add additional clauses that better reflect the wishes of each party.

## MAPLE SAP NON-EXCLUSIVE SUPPLY AGREEMENT

This MAPLE SAP NON-EXCLUSIVE SUPPLY AGREEMENT (this “Agreement”) is made as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between

**[IF SAP BUYER IS AN INDIVIDUAL PERSON: [sap buyer’s individual name], an individual residing at [sap buyer’s address]]**

**[-OR- IF SAP BUYER IS AN ENTITY: [sap buyer’s company name] a [state of formation/incorporation] [type of entity, e.g., limited liability company, corporation, etc.], having its principal place of business and sugaring facility at [sap buyer’s sugarhouse/facility address]] (the “Buyer”), and**

**[IF SAP SELLER IS AN INDIVIDUAL PERSON: [sap seller’s individual name], an individual residing at [sap seller’s address]]**

**[-OR- IF SAP SELLER IS AN ENTITY: [sap seller’s company name], a [state of formation/incorporation] [type of entity, e.g., limited liability company, corporation, etc.], having its principal place of business and sap collection facility at [sap seller’s collections facility address]] (the “Seller”). Throughout this Agreement, Seller and Buyer may individually be referred to as a “Party,” and together as the “Parties.”**

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## BACKGROUND

- A. Seller is in the business of producing bulk maple sap.
- B. Buyer manufactures maple syrup [OPTION TO ADD FURTHER DETAIL HERE ABOUT BUYER'S ACTIVITIES: [and distributes and sells maple syrups and maple products]].
- C. Seller and Buyer desire to enter into this Agreement to govern the supply of maple sap from Buyer to Seller.

In light of the above, and in consideration of the mutual covenants and agreements detailed below, the Parties agree as follows:

## DEFINITIONS

**Definitions.** The following terms used in this Agreement have the respective meanings given to them below.

- A. "Agreement" means this Maple Sap Non-Exclusive Supply Agreement.
- B. "Confidential Information" means all information that: (a) is identified, orally or in writing, by the Disclosing Party (defined below) as confidential, trade secret, or proprietary information, (b) pertains to Product pricing; or (c) the Receiving Party (defined below) knows or has reason to know is confidential, trade secret, or proprietary information of the Disclosing Party. The term "Confidential Information" does not include any information which: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) the Receiving Party can demonstrate was known to it and rightfully possessed by it prior to the execution of this Agreement; or (iii) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not prohibited from disclosing such information to the Receiving Party by a contractual, legal, or fiduciary obligation to the Disclosing Party.
- C. "Crop Revenue Share Percentage" means the value of the sap that is derived by calculating the revenue potential of the syrup equivalent of the sap and assigning a specific percentage of that revenue to the sap seller.
- D. "Buyer" has the meaning ascribed to it in the introductory paragraph above.
- E. "Delivery" means Seller's delivery of the Products to Buyer's facility.
- F. "Disclosing Party" means a Party that discloses Confidential Information pursuant to this Agreement.
- G. "Effective Date" has the meaning ascribed to it in the introductory paragraph above.
- H. "Measuring Party" means the Party designated by the Parties to, at the Time of Receipt Inspection, take measurements and records for the Product(s) utilizing instruments (including but not limited to hydrometers, refractometers, or other tools or gauges) mutually agreed upon as accurate, as set forth below at **Schedule 3**.

- I. “Observing Party” means the Party selected to, to, at the Time of Receipt Inspection, observe and provide input and/or corroboration to the Measuring Party as necessary, as set forth below at **Schedule 3**.
- J. “Party” or “Parties” have the meanings ascribed to them in the introductory paragraph above.
- K. “Pickup” means Seller’s provision of access to the Seller Product Containers or Seller’s storage tanks or otherwise facilitating the Buyer’s collection of the Products from Seller’s facility.
- L. “Product” or “Products” means maple sap as specified on **Schedule 2**.
- M. “Product Warranties” shall mean the Seller’s warranties with respect to the Product(s) set forth at Sections 3.3 (a)-(e).
- N. “Receiving Party” means a Party that receives Confidential Information pursuant to this Agreement.
- O. “Specifications” means any specific requirements for the Products, including any technical specifications, storage, labeling, delivery, and packaging requirements that are mutually agreed by the parties, as set forth on **Schedule 2**.
- P. “Seller” has the meaning ascribed to it in the introductory paragraph above.
- Q. “Seller Product Containers” mean any of Seller’s drums or other containers or vessels used for storage and/or transport of the Product(s).
- R. “Term” has the meaning ascribed to it in Section 1 below.
- S. “Time of Receipt Inspection” means the inspection of the Product(s) by Buyer and Seller at the time of Delivery of Pickup in accordance with the procedures set forth below at **Schedule 3**.

## TERMS

- Term and Auto-renewal.** The initial term of this Agreement shall commence on the Effective Date and terminate one year following the Effective Date, unless terminated earlier pursuant to Section 13 below. This Agreement shall automatically renew for subsequent terms of one (1) year each unless either party provides notice to the other party of termination at least [two (2) months] before the termination date of any subsequent term (the initial term, together with any subsequent terms, the “Term”).
- Purchase and Sale Procedure.** To initiate each purchase and sale of the Products between the Parties, either: (a) Seller shall first contact Buyer (via phone, text message, or email) to offer the Products for sale, and Buyer shall then confirm with Seller (via phone, text message, or email), as soon as practicable, that they desire to purchase and accept the Products; or (b) Buyer shall first contact Seller (via phone, text message, or email) to request the Products and Seller shall then confirm with Buyer (via phone, text message, or email), as soon as practicable, that they desire and are able to sell and provide the Products. For the avoidance of doubt, the notice provisions at Section 14.1 below shall not apply to any notice given under this Section 2.

### 3. Responsibilities and Warranties of Seller.

- 3.1 Purchase of Products from Buyer. Seller shall purchase the Products from Buyer in accordance with Section 2 above and Section 6 below, and at the prices set forth on **Schedule 1**.
- 3.2 Sale and Supply of Products to Buyer. Upon the confirmation of either Seller or Buyer in accordance with Section 2 above, Seller shall sell and supply the Products to the Buyer.
- (a) *Methods of Supply.* Seller may supply the Products to Buyer by either one of the following methods:
- (i) Seller's delivery of the Products to Buyer's facility, or
  - (ii) Seller's provision of access to the Seller Product Containers or Seller's storage tanks or otherwise facilitating Buyer's collection of the Products from Seller's facility.
- (b) *Pumping Responsibility.* Unless otherwise agreed in writing by the Parties, in either the Delivery or Pickup methods under subsections (i) or (ii) above, Seller shall be responsible, unless Seller elects to leave the Seller Product Containers (as defined at Section 4.3 below) at the Buyer's facility, for pumping the Product into the Buyer's storage tank(s) or other container(s). Seller may effect a Delivery by (A) pumping the Product from Seller's own Seller Product Containers into Buyer's storage tank(s) or containers while at Buyer's facility, or (B) leaving the Seller Product Containers at Buyer's facility, in which case Seller shall comply with any prior written instructions of Buyer specifying the proper location(s) for the Delivery and storage of the Seller Product Containers and the conditions of such storage including but not limited to security and climate control. All risk of loss for the Product shall be borne in accordance with Section 5.3 below.
- 3.3 Product Warranties. Seller warrants that all Products supplied under this Agreement, when they leave Seller's possession and control (i.e., immediately upon either Delivery or Pickup), shall:
- (a) conform with the Specifications set forth on **Schedule 2**;
  - (b) conform with all applicable laws and regulations;
  - (c) be of good and merchantable quality;
  - (d) be free from defects (including but not limited to those set forth on **Schedule 2**); and
  - (e) be fit for their intended purpose
- ((a)-(e), collectively, the "Product Warranties").
- 3.4 Participation in Time of Receipt Inspection. Seller (or Seller's personnel or other duly authorized agent) shall participate in, as necessary, the Time of Receipt Inspection detailed at **Schedule 3**.

#### [OPTION TO ADD NOTICE OF SUPPLY CHANGE, IF USING EXCLUSIVITY PROVISIONS:

- 3.5 Notice of Supply Change. See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]

#### [OPTION TO ADD EXCLUSIVITY OF SELLER HERE, IF DESIRED:

- 3.6 Exclusivity. See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]

#### [OPTION TO ADD SELLER'S NOTICE OF INVENTORY FOR POTENTIAL PURCHASE BY BUYER:

- 3.7 Inventory. See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]

#### 4. Responsibilities of Buyer.

- 4.1 Instructions for Delivery of Product in Seller Product Containers. Where Buyer elects to receive the Products via Delivery, Buyer shall:
- (a) provide to Seller, prior to such Delivery, written or verbal instructions specifying the proper location(s) for the Delivery and storage of the Seller Product Containers (or other, non-Seller-provided containers) and the conditions of such storage including but not limited to security and climate control; and
  - (b) provide adequate storage space for all Products and Seller Product Containers (or other, non-Seller-provided containers) to be delivered.
- 4.2 Participation in Time of Receipt Inspection and Further Inspection. Buyer (or Buyer's personnel or other duly authorized agent) shall participate in and perform, as necessary, the Time of Receipt Inspection detailed at **Schedule 3**. Buyer and Buyer's personnel or other duly authorized agents shall be trained in maple sap inspection and quality control to facilitate the Time of Receipt Inspection and the acceptance or rejection of Products in accordance with Section 7.1 below.
- 4.3 Return of Seller Product Containers. If any of Seller's containers or vessels used for storage and/or transport of the Product ("Seller Product Containers") are used for the Delivery or Pickup of the Products, Buyer shall work with Seller to return empty Seller Product Containers to Seller in a timely manner.

#### [OPTION TO ADD MINIMUM PURCHASE REQUIREMENTS:

- 4.4 Minimum Purchase Quantities. *See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]*

#### 5. Delivery.

- 5.1 Specifications. The Products shall be transported and supplied pursuant to the Specifications set forth on **Schedule 2**.
- 5.2 Time of Receipt Inspection. Both Parties (or each of their respective personnel or other duly authorized agents) shall participate in and perform the Time of Receipt Inspection (which shall occur at the time of Delivery or Pickup, and no later) pursuant to the procedures set forth on **Schedule 3**.
- 5.3 Risk of Loss.
- (a) All risk of loss with respect to the Products to be purchased, sold, delivered, or picked up shall remain with Seller until Seller's transfer of the Products (or any portion of the Products) to Buyer (such transfer being the time at which such Products, or a portion of such Products, leave Seller's possession and control, either immediately upon (i) Seller's [or Seller's personnel's or other duly authorized agent's] Delivery of the Products or a portion thereof to Buyer's facility or (ii) Buyer's [or Buyer's personnel's or other duly authorized agent's] Pickup of the Products or a portion thereof from Seller's facility), whereupon Buyer shall assume all risk of loss for the Products or any portion thereof.

(b) For the avoidance of doubt, during the process of Delivery and Pickup (i.e., during a Delivery, while the Product is being pumped from the Seller Product Containers or Seller’s mobile storage tanks into the Buyer’s storage or other containers, or, during a Pickup, while the Product is being pumped from Seller Product Containers or Seller’s immobile storage tanks into the Buyer’s storage or other containers), subsection (a) above shall apply and the risk of loss for the Product at any specific time shall be borne by either or both of the Parties in accordance with the amount of the Product(s) which has been partially delivered or picked-up, or transferred, at that specific time out of the Seller’s containers and into the Buyer’s containers (e.g., if Seller is supplying 100 gallons of Product to Buyer and has, as of a certain time during the Delivery, pumped 40 gallons of Product into Buyer’s storage tank, at that such time Seller shall bear the risk of loss for the 60 remaining gallons of Product and Buyer shall bear the risk of loss for the 40 gallons of Product which have been pumped into Buyer’s storage tank).

## 6. Pricing and Payment.

- 6.1 Pricing. Pricing for the Products shall be calculated pursuant to **Schedule 1**. The Parties agree that Seller shall be entitled to the following percentage of the final crop value: **[Insert percentage here: \_\_\_\_\_ %]** (the “Crop Revenue Share Percentage”).
- 6.2 Payment. Seller shall provide Buyer with an invoice(s) for Products supplied during the Term, with such invoice(s) setting forth the charges for the Products as calculated pursuant to **Schedule 1**. Buyer shall pay Seller’s invoice(s) by rendering up to two payments to Seller. Buyer may make a first payment to Seller on **[ DATE OF FIRST/PARTIAL YEAR PAYMENT ]** for the Products supplied prior to and including such date, in which case a second final payment for the Products supplied during the remainder of the season shall be due by **[ DATE OF SECOND/FINAL PAYMENT ]**. If the Buyer elects to forego the first payment and instead make one single payment to Seller, such sole and final payment for all of the Products supplied throughout the season shall be rendered by **[ DATE OF FINAL/SINGLE PAYMENT ]**.

[OPTION TO ADD LATE PAYMENT INTEREST CHARGES AND/OR LATE PAYMENT FEE:  
*See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]*

- 6.3 Payment Disputes. If Buyer disputes any portion of an invoice received from Seller, Buyer shall notify Seller in writing of the disputed amounts and Buyer shall pay the undisputed amounts pursuant to Section 6.2 above. The Parties shall use good faith efforts to reconcile the disputed amounts as soon as practicable.

## 7. Buyer’s Inspection and Rejection or Acceptance of Products.

### 7.1 Buyer’s Inspection, and Rejection or Acceptance of Products.

(a) Both Parties (or each of their respective personnel or duly authorized agents) shall engage in the Time of Receipt Inspection (which shall occur at the time of Delivery or Pickup, as defined at the Definitions Section above, and no later) as set forth on **Schedule 3**, at which time Buyer (or Buyer’s personnel or other duly authorized agent) may reject the Product for nonconformance with the Product Warranties.

(b) If Buyer rejects, pursuant to Section 7.1(a) above, any Products which fail to conform to the Product Warranties, then Buyer shall provide written notice to Seller and such notice shall specifically identify Buyer's reason(s) for their rejection and determination of the Products' nonconformance with the Product Warranties.

(c) If Buyer rejects the Product(s) pursuant to this Section 7.1, then Seller shall use commercially reasonable efforts to arrange for the transportation and disposition of the nonconforming Products and shall be responsible for all associated costs, with the Buyer having no responsibility for disposing of the rejected Product(s).

## **8. Indemnification; Limitation of Liability.**

8.1 Indemnification by Seller. Seller agrees to indemnify, defend, and hold harmless Buyer, and its directors, officers, agents, employees, and representatives, from and against any and all liability, loss (including reasonable attorneys' fees) or damage it may suffer from claims, demands, costs, or judgments by third Parties against it that arise out of or relate to

(a) the negligence, recklessness, or willful misconduct on the part of Seller, and its members, directors, officers, agents, employees, and representatives, or

(b) a breach of any applicable federal, state, or local law, or a breach of this Agreement, by Seller or its members, directors, officers, agents, employees, and representatives.

8.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold harmless Seller, and its directors, officers, agents, employees, and representatives, from and against any and all liability, loss (including reasonable attorneys' fees), or damage it suffers as the result of claims, demands, costs, or judgments by third parties against it that arise out of or relate to:

(a) the negligence, recklessness, or willful misconduct on the part of Buyer or its members, directors, officers, agents, employees, and representatives; or

(b) a breach of any applicable federal, state, or local law, or a breach of this Agreement, by Buyer or its members, directors, officers, agents, employees, and representatives.

## **9. [Reserved.] [OR: OPTION TO INCLUDE INSURANCE REQUIREMENTS: Insurance.**

*See supplemental UVM Fact Sheet (FBFS 053) with additional clauses]*

## **10. Confidentiality.**

10.1 Nondisclosure. Each Party agrees not to disclose Confidential Information of the other Party except in the performance of its obligations under this Agreement. The Receiving Party shall treat and protect Confidential Information of the Disclosing Party in the same manner as it treats its own information of like character, but with not less than reasonable care. The Receiving Party agrees to take appropriate measures by instruction and written agreement prior to disclosure of Confidential Information to its employees and contractors to prevent unauthorized use or disclosure. The Receiving Party may disclose Confidential Information to the extent necessary to comply with an order of an administrative agency or court of competent jurisdiction, provided, however, that the Receiving Party shall give prior written notice thereof to the Disclosing Party in sufficient time to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

- 10.2 Injunctive Relief. If any of the provisions of this Section 10 are breached, the Receiving Party agrees that the harm suffered by the Disclosing Party may not be compensable by monetary damages alone, and, accordingly, that the Disclosing Party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against any unauthorized use or disclosure of its Confidential Information.
- 10.3 Return of Confidential Information. Upon termination of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall return any written, printed, or other materials embodying the Disclosing Party's Confidential Information, including all copies or excerpts thereof, or shall destroy such information pursuant to the Disclosing Party's request.
- 10.4 Survival. In accordance with Section 14.13 below, the Receiving Party's obligations under this Section 10 shall survive the termination of this Agreement and shall remain binding on the Parties until such Confidential Information is no longer Confidential Information.

## 11. Alternative Dispute Resolution; Arbitration Agreement.

THE PARTIES RECOGNIZE THAT BY AGREEING TO THIS PROVISION, THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL.

- 11.1 Initial Dispute Resolution; Mediation. The Parties shall first endeavor to settle any dispute that arises out of this Agreement or its breach through direct discussions. If such direct discussions fail, then the Parties shall engage in the U.S. Department of Agriculture's Farm Service Agency Certified Mediation Program, an overview of which is provided at the following URL ("Mediation"):

[https://www.fsa.usda.gov/Assets/USDA-FSA-Public/usdfiles/FactSheets/fsa\\_certified\\_mediation\\_program\\_10\\_2021.pdf](https://www.fsa.usda.gov/Assets/USDA-FSA-Public/usdfiles/FactSheets/fsa_certified_mediation_program_10_2021.pdf)

The Parties shall in good faith attempt to resolve their dispute via Mediation. If Mediation fails to resolve the Parties' dispute, then the Parties shall proceed to arbitration in accordance with Sections 11.2 through 11.8 below.

- 11.2 Agreement to Arbitrate; Number of Arbitrators; Confidentiality. If direct discussions and Mediation (as defined above) between the Parties both fail to resolve the dispute, then any controversy or claim arising out of or relating to this Agreement or its breach, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the American Arbitration Association Commercial Arbitration Rules then in effect unless the Parties mutually agree otherwise. The Parties agree that any dispute to be arbitrated shall be heard and determined by one (1) arbitrator. All matters with respect to any arbitration pursuant to this paragraph shall be deemed to be Confidential Information subject to the obligations and restrictive covenants of the Disclosing Party and Receiving Party set forth at Section 10 above.
- 11.3 Preliminary Judicial Relief. Consistent with Rule 37 of the American Arbitration Association Commercial Arbitration Rules, nothing in this arbitration clause shall preclude a Party from seeking preliminary injunctive relief or the attachment of assets from an appropriate court to preserve the status quo pending completion of arbitration.
- 11.4 Notice of Demand. A written demand for arbitration shall be filed with the American Arbitration Association and the other Party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.



- 11.5 Award. The arbitration award shall be final and binding upon all Parties. Judgment upon the arbitration award rendered may be entered and enforced in any court of competent jurisdiction.
- 11.6 Product Supply Continuance and Payment. Unless otherwise agreed in writing, Seller shall continue to supply the Product during any arbitration proceedings. If Seller continues to provide Products under this Agreement, then Buyer shall continue to make payments in accordance with this Agreement and any applicable Product purchases.
- 11.7 Multiparty Proceeding. The Parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding.
- 11.8 Costs of Dispute Resolution. The Parties shall share the costs of arbitration, including the fees and expenses of the arbitrator, equally unless the arbitration award provides otherwise.

12. *[Reserved.]*

13. **Termination.**

- 13.1 Termination by Either Party. Either Party may terminate this Agreement: (a) for material breach of this Agreement, provided that (i) the terminating Party gives the other Party advance written notice of such termination that specifies the nature of the breach and (ii) such Party does not cure the breach within thirty (30) days of receipt of such notice; or (b) the initiation by or against the other Party of any insolvency, receivership, or bankruptcy proceeding, or any other proceeding for the restructuring, settlement, or forgiveness of the other Party’s debts, provided that the other Party fails to remove itself from such proceedings within ten (10) days of the date of initiation of such proceedings.

14. **General Provisions.**

- 14.1 Notice. Except for notice given under Section 2 (Purchase and Sale Procedure) above, notice given under this Agreement (i) must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, sent by electronic mail to the e-mail address set forth below provided that the sending Party does not receive a delivery transmission error; or by overnight courier, to the Party to be notified at its address given below, or at any address such Party has previously designated by prior written notice to the other; and (ii) shall be deemed to be given upon the earlier of: (a) the date of actual receipt; (b) if mailed, four (4) calendar days after the date of mailing; or (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries.

If to Seller:

**[INSERT MAILING ADDRESS]**  
**[INSERT EMAIL ADDRESS]**

If to Buyer:

**[INSERT MAILING ADDRESS]**  
**[INSERT EMAIL ADDRESS]**

- 14.2 Relationship Between the Parties. In fulfilling its obligations under this Agreement, each Party is acting as an independent contractor. Neither Party is granted any right or authority to assume or to create any obligation on behalf of or in the name of the other Party.
- 14.3 Amendment. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by both Parties.
- 14.4 Waiver. A waiver of a breach of any provision of this Agreement must be in writing and signed by the waiving Party. Such waiver shall not operate or be construed as a waiver of any subsequent breach of this Agreement.

- 14.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 14.6 Assignment. This Agreement shall be binding upon and inure to the benefit of each Party's respective successors and permitted assigns. Neither Party's obligations under this Agreement may be transferred or assigned by it, in whole or in part, whether by operation of contract, law, or otherwise, without the prior written consent of the other Party.
- 14.7 Entire Agreement. This Agreement, together with all exhibits attached hereto, is the entire Agreement between the Parties regarding the subject matter it addresses. This Agreement supersedes all prior understandings or agreements between the Parties on the same, whether written or oral.
- 14.8 Governing Law; Jurisdiction; Venue.
- (a) Governing Law. All claims or disputes arising out of or related to this Agreement shall be governed by the laws of the State of Vermont, without regard to conflict of law principles that would require the application of the laws of another jurisdiction. As applicable, this Agreement shall be governed by the Uniform Commercial Code as enacted by the State of Vermont at 9A V.S.A. § 1-101, *et seq.*
- (b) Jurisdiction; Venue. Where a claim or dispute arising out of or related to this Agreement shall *not* be governed by the Arbitration Agreement at Section 11 above, each Party consents to the exclusive in personam jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont, and waives any objection to venue in such courts.
- 14.9 Entire Agreement. This Agreement, together with all schedules attached hereto, is the entire Agreement between the Parties regarding the subject matter it addresses. This Agreement supersedes all prior understandings or agreements between the Parties on the same, whether written or oral.
- 14.10 Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control, including, but not limited to, Acts of God, pandemics and global health events, acts of governmental authority, other natural forces, national emergencies, or war. The excused party shall use commercially reasonable efforts under the circumstances to avoid or remove such causes of non-performance, and shall proceed to perform promptly whenever such causes are removed or ceased.
- 14.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by all Parties so long as each Party shall have executed one counterpart.
- 14.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or either party's performance under this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' and experts' fees and expenses and other costs reasonably incurred by the prevailing party in enforcing its rights under this Agreement.

- 14.13 No Release; Survival of Obligations. No expiration or termination of this Agreement shall release either party from any obligation accrued prior to the date of such expiration or termination or from any obligations surviving the expiration or termination of this Agreement. Without limiting the generality of the foregoing, it is specifically acknowledged and agreed that the provisions contained in each of the following Sections shall survive the expiration or termination of this Agreement: Section 8, Indemnities; Section 10, Confidentiality; and Section 14, General Provisions.
- 14.14 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, OR ANY AND ALL OTHER DAMAGES OR LOSSES, PERSONAL INJURY, OR PROPERTY DAMAGE.

*[Signature Page to Maple Sap Non-Exclusive Supply Agreement follows]*

**ACKNOWLEDGMENT OF ARBITRATION**

EACH UNDERSIGNED PARTY UNDERSTANDS THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE (AT SECTION 11). AFTER SIGNING THIS AGREEMENT, EACH UNDERSIGNED PARTY UNDERSTANDS THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT AT SECTION 11, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, EACH UNDERSIGNED PARTY AGREES TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

Acknowledged and Agreed:

**[SELLER]**

**[BUYER]**

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

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

Name:

Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INTENDING TO BE LEGALLY BOUND HEREBY, the Parties have executed this Agreement on the dates) written below, to be effective as of the Effective Date first written above.

**BUYER:**

**[INSERT SAP BUYER'S INDIVIDUAL OR ENTITY NAME]**

Date: \_\_\_\_\_

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

Name:

Title: **[e.g. MANAGER (of LLC)]**  
**[e.g. PRESIDENT (of Corp.)]**  
**OR [ INDIVIDUALLY]**

**SELLER:**

**[INSERT SAP SELLER'S INDIVIDUAL OR ENTITY NAME]**

Date: \_\_\_\_\_

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

Name:

Title: **[e.g. MANAGER (of LLC)]**  
**[e.g. PRESIDENT (of Corp.)]**  
**OR [ INDIVIDUALLY]**

## SCHEDULE 1 PRODUCT PRICING

Seller shall pay for Products purchased from Buyer based upon the Crop Revenue Share Percentage set forth at Section 6.1 above.

For Crop Revenue Share Percentages of 50% or 60%, the Parties shall calculate pricing in accordance with the Cornell Maple Sap Tables (available online at: <https://blogs.cornell.edu/cornellmaple/buying-and-selling-sap/>), sample tables of which are provided below for reference.

For Crop Revenue Share Percentages other than 50% or 60% (as illustrated in the sample tables below), the Parties shall calculate pricing in accordance with a mutually acceptable sap pricing calculation formula, such as the UVM Sap Pricing Calculator available online at <https://www.uvm.edu/extension/agriculture/maple/bizmodules/node/add/sap-pricing>.

In order to utilize the Crop Revenue Share Percentage tables and formula identified above, the Parties shall establish a bulk syrup price at the time of receipt of the Products. To do so, the Parties shall mutually agree upon one of the following two calculation methods for the bulk syrup price:

1. the bulk syrup price shall be equal to the average of the immediately preceding three years of bulk syrup prices (depending upon what syrup grade results from the sap) based on at least two major bulk syrup buyers (depending upon what syrup grade results from the sap); or
2. the bulk syrup price shall be equal to the average of the preceding year's or the most recently posted bulk syrup prices (depending upon what syrup grade results from the sap) for at least two major bulk syrup buyers.

*[See following page for Cornell Maple Sap Spreadsheet Samples.]*

Cornell Maple Sap Spreadsheet Samples:

Percentage of Bulk Syrup Price Provided to Sap Seller							50%						
Sap Sugar Content	Bulk Syrup Price (\$/lb)												
	\$ 1.50	\$ 1.60	\$ 1.70	\$ 1.80	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.20	\$ 2.30	\$ 2.40	\$ 2.50	\$ 2.60	\$ 2.70
1	\$ 0.10	\$ 0.10	\$ 0.11	\$ 0.12	\$ 0.12	\$ 0.13	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.17
1.1	\$ 0.11	\$ 0.11	\$ 0.12	\$ 0.13	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.19
1.2	\$ 0.12	\$ 0.12	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21
1.3	\$ 0.13	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23
1.4	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.22	\$ 0.23	\$ 0.24
1.5	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26
1.6	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28
1.7	\$ 0.16	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.30
1.8	\$ 0.17	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.30	\$ 0.31
1.9	\$ 0.18	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.33
2	\$ 0.19	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.35
2.1	\$ 0.20	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.35	\$ 0.37
2.2	\$ 0.21	\$ 0.23	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.37	\$ 0.38
2.3	\$ 0.22	\$ 0.24	\$ 0.25	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.33	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.40
2.4	\$ 0.23	\$ 0.25	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.40	\$ 0.42
2.5	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.40	\$ 0.42	\$ 0.44
2.6	\$ 0.25	\$ 0.27	\$ 0.29	\$ 0.30	\$ 0.32	\$ 0.34	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.45
2.7	\$ 0.26	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.38	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.45	\$ 0.47
2.8	\$ 0.27	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.34	\$ 0.36	\$ 0.38	\$ 0.40	\$ 0.42	\$ 0.43	\$ 0.45	\$ 0.47	\$ 0.49
2.9	\$ 0.28	\$ 0.30	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.45	\$ 0.47	\$ 0.49	\$ 0.51
3	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.45	\$ 0.47	\$ 0.48	\$ 0.50	\$ 0.52

Percentage of Bulk Syrup Price Provided to Sap Seller							60%						
Sap Sugar Content	Bulk Syrup Price (\$/lb)												
	\$ 1.50	\$ 1.60	\$ 1.70	\$ 1.80	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.20	\$ 2.30	\$ 2.40	\$ 2.50	\$ 2.60	\$ 2.70
1	\$ 0.12	\$ 0.12	\$ 0.13	\$ 0.14	\$ 0.15	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21
1.1	\$ 0.13	\$ 0.14	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23
1.2	\$ 0.14	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25
1.3	\$ 0.15	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27
1.4	\$ 0.16	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.29
1.5	\$ 0.17	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.30	\$ 0.31
1.6	\$ 0.19	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.23	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33
1.7	\$ 0.20	\$ 0.21	\$ 0.22	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.30	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
1.8	\$ 0.21	\$ 0.22	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.35	\$ 0.36	\$ 0.38
1.9	\$ 0.22	\$ 0.23	\$ 0.25	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.35	\$ 0.37	\$ 0.38	\$ 0.40
2	\$ 0.23	\$ 0.25	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.40	\$ 0.42
2.1	\$ 0.24	\$ 0.26	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.42	\$ 0.44
2.2	\$ 0.26	\$ 0.27	\$ 0.29	\$ 0.31	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.44	\$ 0.46
2.3	\$ 0.27	\$ 0.28	\$ 0.30	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.44	\$ 0.46	\$ 0.48
2.4	\$ 0.28	\$ 0.30	\$ 0.32	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.45	\$ 0.46	\$ 0.48	\$ 0.50
2.5	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.45	\$ 0.46	\$ 0.48	\$ 0.50	\$ 0.52
2.6	\$ 0.30	\$ 0.32	\$ 0.34	\$ 0.36	\$ 0.38	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48	\$ 0.50	\$ 0.52	\$ 0.54
2.7	\$ 0.31	\$ 0.33	\$ 0.36	\$ 0.38	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48	\$ 0.50	\$ 0.52	\$ 0.54	\$ 0.56
2.8	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.39	\$ 0.41	\$ 0.43	\$ 0.46	\$ 0.48	\$ 0.50	\$ 0.52	\$ 0.54	\$ 0.56	\$ 0.59
2.9	\$ 0.34	\$ 0.36	\$ 0.38	\$ 0.40	\$ 0.43	\$ 0.45	\$ 0.47	\$ 0.49	\$ 0.52	\$ 0.54	\$ 0.56	\$ 0.58	\$ 0.61
3	\$ 0.35	\$ 0.37	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.47	\$ 0.49	\$ 0.51	\$ 0.54	\$ 0.56	\$ 0.58	\$ 0.61	\$ 0.63

**SCHEDULE 2  
PRODUCT SPECIFICATIONS**

[NOTE TO PARTIES: THIS **SCHEDULE 2** IS VERY IMPORTANT. **SCHEDULE 2** MUST BE CAREFULLY MODIFIED FOR EACH SELLER and BUYER AND MUST CONTAIN DETAILED SPECIFICATIONS (AT SUBSECTIONS I and II) ABOUT THE SAP TO BE PURCHASED.]

- I. **General Product Description.** The Product shall be the pure and unadulterated sap collected from maple trees. Subject to the further specifications set forth below in this **Schedule 2**, the Product shall:
1. have been collected in [Vermont] [any U.S. state] [Canada]; and
  2. be presented as [raw/unrefined] [concentrated/condensed] sap.
- II. **Specific Requirements of Product.** The Parties agree, unless waived by the Buyer in writing following the mutual review and selection of the criteria set forth below in this **Subsection II**, that at the time of Delivery or Pickup:
1. The Product shall adhere to the following chemical and other standards:

Measured Criterion	Does this criterion apply to the Product? (Parties to mutually review each criterion and select either “Yes” or “N/A”)	Value or Range	Notes
Sugar content minimum	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)	[_____]	
p.H. level	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)	[_____]	
Temperature maximum	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)	[_____] degrees Fahrenheit	
Certified Organic Sap	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)	Must meet all current USDA “Certified Organic” requirements.	
[Other/additional chemical standard]	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)		
[Other/additional chemical standard]	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” (select one)		

2. The Product shall adhere to the following physical standards:

Physical/Observed Standard	Does this criterion apply to the Product? <i>(Parties to mutually review each criterion and select either “Yes” or “N/A”)</i>	Notes
<u>General Appearance:</u> Free from off-color and excessive cloudiness	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	
<u>Extraneous Matter:</u> Free from significant or pervasive particles	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	
<u>Odor:</u> Free from off, sour, or foul odors	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	
<u>Flavor/Taste:</u> Free from foreign and sour flavors	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	
[Other/additional physical standard]	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	
[Other/additional physical standard]	<input type="checkbox"/> “Yes” <input type="checkbox"/> “N/A” <i>(select one)</i>	

3. The Product shall adhere to the following storage and transport standards:

- A. Product shall be stored, and, if applicable, transported, in a food-grade storage container or vessel which is appropriate for the transport of maple sap; and
- B. Before filling the storage container or vessel with Product, such storage container or vessel and any pump, hoses, and outlet valve, shall be clean (in order to prevent contamination and protect against the presence of any chlorine residuals which may damage reverse osmosis membranes); and
- C. During storage and transport prior to Delivery or Pickup, the Seller shall make all attempts to maintain the Product at as cold of a temperature as possible. At the request of the Buyer, the Seller shall disclose to the Buyer all requested information related to the age of the sap and the duration of its storage and temperature storage conditions.

III. Product Defects. Unless otherwise agreed upon in writing by the Parties, at the time of Delivery or Pickup, the Product(s) shall not deviate from the applicable criteria set forth above at Subsection II of this **Schedule 2**. (the “Specific Requirements of Product”).



### SCHEDULE 3 INSPECTION OF PRODUCT AT TIME OF RECEIPT

At the time of Delivery or Pickup, and no later, Buyer (or Buyer's personnel or other duly authorized agent) and Seller (or Seller's personnel or other duly authorized agent) shall engage in the inspection of the Product(s) (the "Time of Receipt Inspection") by performing the following procedures:

1. The Parties shall together designate one Party to take measurements and records for the Product(s) utilizing instruments (including but not limited to hydrometers, refractometers, or other tools or gauges) mutually agreed upon as accurate (the "Measuring Party"). The other Party shall observe and provide input and/or corroboration to the Measuring Party as necessary (the "Observing Party").
2. The Measuring Party shall measure, determine, and/or calculate, as of the time of Delivery or Pickup, and with input and/or corroboration from the Observing Party as needed (e.g., for the age or volume of the Product), the following characteristics of the Product(s):
  - A. sugar content (brix)
  - B. volume;
  - C. date and time of delivery; and
  - D. any additional criteria agreed upon in Subsection II of **Schedule 2** above (which may be utilized to reject any nonconforming Product(s)).
3. If the Observing Party disagrees with any measurement taken by the Measuring Party, then the Measuring Party shall re-measure with two mutually acceptable instruments and the average of such two instruments will be recorded. The Buyer (or Buyer's personnel or other duly authorized agent) shall be present upon Delivery or Pickup to inspect the the Product(s) and verify measurements taken by the Measuring Party.
4. The Measuring Party shall record in a logbook the mutually determined measurements and values at Sections 2.a.-c. of this **Schedule 3**. (See sample logbook at **Schedule 4**.)

**SCHEDULE 4  
SAMPLE TIME OF RECEIPT INSPECTION LOGBOOK**

<b>Seller:</b>								
<b>Buyer:</b>								
#	Date	Time	Brix (x.x)	Volume	Observations	Accepted		Rejection Reason
						YE S	NO	
1		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
2		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
3		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
4		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
5		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
6		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
7		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
8		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
9		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
10		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
11		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
12		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
13		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
14		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
15		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
16		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
17		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
18		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
19		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	
20		_____ am/pm				<input type="checkbox"/>	<input type="checkbox"/>	

**Maple Sap Non-Exclusive Supply Agreement : FBFS 052/ 4-22**



**CULTIVATING HEALTHY COMMUNITIES**

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