



**CONTINUING LETTER OF GUARANTEE**

\_\_\_\_\_ (Supplier"), with offices located at \_\_\_\_\_, hereby warrants and guarantees that each and every substance or article ("Products") that is shipped or delivered to, or manufactured for, or on the order of Raley's, by Supplier shall, on the date of such shipment or delivery comply with the following standards:

- 1. The Products are not adulterated or misbranded or otherwise unfit for use, or prohibited from distribution and sale within the meaning of the U.S. Federal Food, Drug and Cosmetic Act or the Consumer Product Safety Act, as it may from time to time be amended, or within the meaning of any state, provincial or local law or regulation that applies to the Products;
- 2. All information provided to Raley's by Supplier relating to the Products is true and accurate in all material respects;
- 3. The Products comply with all applicable local, state, and federal laws, regulations, and ordinances, including Proposition 65;
- 4. If Supplier's Products include food intended for consumption, Supplier applies current, industry accepted standards in the manufacturing and production of the Products, including but not limited to, the U.S. Food and Drug Administration and U.S. Department of Agriculture's *Guide to Minimize Food Safety Hazards for Fresh Fruits and Vegetables* and *Produce GAPs Harmonized Food Safety Standards*;
- 5. If Supplier's Products include shell eggs, the Supplier and the Products will comply with Health and Safety Code sections 25995 *et seq.* and the egg regulations.

Seller shall indemnify, defend and hold Raley's harmless from and against any losses, damages or liabilities (including, but not limited to, liability for personal injuries and property damage, fines, penalties and reasonable attorney's fees) sustained by Raley's, its directors, officers, employees and customers, which arise out of or result from Supplier's negligence or failure of the Products to comply with the terms of this Guarantee. Raley's agrees to give Supplier prompt notice of any charge, suit, action, proceeding or claim that may be brought against Raley's which is subject to this indemnification obligation.

This Guarantee shall constitute a continuing letter of guaranty and shall remain in effect and applicable to all shipments or other deliveries of Products to Raley's until expressly revoked by written notice provided to Raley's at: Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605 (Attention: Merchandising Department). Such revocation shall be applicable only to Products shipped by Supplier after Raley's receipt of such notice of revocation.

The undersigned hereby represents that he/she is authorized to sign this Continuing Letter of Guarantee on behalf of Supplier.

Company Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

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