

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CENTRAL GARDEN & PET COMPANY
(Exact name of issuer as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

68-0275553
(I.R.S. employer
identification number)

3697 Mt. Diablo Boulevard, Lafayette, California 94549
(Address of principal executive offices) (Zip Code)

CENTRAL GARDEN & PET COMPANY
NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
(Full title of the plan)

William E. Brown
Central Garden & Pet Company
3697 Mt. Diablo Boulevard, Lafayette, California 94549
(Name and address of agent for service)

Telephone number, including area code, of agent for service: (510) 283-4573

Copy to:
John F. Seegal, Esq.
Orrick, Herrington & Sutcliffe
400 Sansome Street
San Francisco, California 94111

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

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Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share*	Proposed Maximum Aggregate Offering Price*	Amount of Registration Fee*

<S>	<C>	<C>	<C>	<C>
Common Stock, and Options to Purchase Common Stock	100,000 shares	\$23.4375	\$2,343,750	\$809.00
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</TABLE>

* Estimated solely for the purpose of calculating the registration fee on the basis of \$23.4375 per share, the average of the high and low prices for the Common Stock on August 6, 1996 as reported by NASDAQ.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents are incorporated by reference in this registration statement: (i) the latest annual report of Central Garden & Pet Company (the "Company") filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) all reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Company's latest annual report; and (iii) the description of the Company's common stock set forth in the Company's Registration Statement on Form 8-A relating thereto, including any amendment or report filed for the purpose of updating such description. All documents filed by the Company after the date of this registration statement pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of

a post-effective amendment (that indicates all securities offered have been sold or deregisters all securities then remaining unsold), shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Inapplicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's Certificate of Incorporation provides that its directors will not be liable to the Company or its stockholders for monetary damages for breaches of fiduciary duty, to the fullest extent permitted by law. This provision is intended to allow the Company's directors the benefit of the Delaware General Corporation law which provides that directors of Delaware corporations may be relieved of monetary liability for breaches of their fiduciary duty of care except under certain circumstances, including breach of the duty of loyalty, acts or omissions not in good faith or involving intentional misconduct or known violation of law or any transaction from which the director derived an improper personal benefit.

The Company has entered into separate indemnification agreements with each of the directors and executive officers, whereby the Company agrees, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers, to advance their expenses

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incurred as a result of any proceeding against them as to which they could be indemnified, and to obtain directors' and officers' insurance if available at reasonable terms.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

4.1 Central Garden & Pet Company Nonemployee Director Stock Option Plan.

4.2 Form of Nonqualified Stock Option Agreement.

5.1 Opinion of Orrick, Herrington & Sutcliffe.

23.1 Independent Auditors' Consent.

23.2 Consent of Orrick, Herrington & Sutcliffe is included in Exhibit 5.1.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

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(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona

fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of the Plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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Signatures

THE REGISTRANT

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lafayette, State of California on the 2nd of August, 1996.

Central Garden & Pet Company
(Registrant)

/s/ William E. Brown

William E. Brown
Chairman of the Board
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dated indicated.

Signature	Title	Date
Principal Executive Officer:		
/s/ William E. Brown		
----- William E. Brown	Chairman of the Board and Chief Executive Officer	August 2, 1996

Principal Financial Officer and
Accounting Officer:

/s/ Robert B. Jones

Robert B. Jones

Vice President and Chief Financial Officer	August 2, 1996
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Directors:

/s/ William E. Brown ----- William E. Brown	Director	August 2, 1996
/s/ Lee D. Hines, Jr. ----- Lee D. Hines, Jr.	Director	August 2, 1996
----- Daniel Hogan	Director	August , 1996
/s/ Glenn W. Novotny ----- Glenn W. Novotny	Director	August 2, 1996

A majority of the members of the Board of Directors.

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EXHIBIT INDEX

- 4.1 Central Garden & Pet Company Nonemployee Director Stock Option Plan.
- 4.2 Form of Nonqualified Stock Option Agreement.
- 5.1 Opinion of Orrick, Herrington & Sutcliffe.
- 23.1 Independent Auditors' Consent.
- 23.2 Consent of Orrick, Herrington & Sutcliffe is included in Exhibit 5.1.

CENTRAL GARDEN & PET COMPANY
NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
(Effective February 20, 1996)

SECTION 1
ESTABLISHMENT, PURPOSE AND DURATION

1.1 Establishment. Central Garden & Pet Company, a Delaware corporation

(the "Company"), hereby establishes the "Central Garden & Pet Company Nonemployee Director Stock Option Plan" (the "Plan"), for the benefit of nonemployee members of the Board of Directors of the Company ("Nonemployee Directors"), in order to compensate such Nonemployee Directors for their past services by awarding them stock options under the Plan ("Options").

1.2 Purpose of the Plan. The purpose of the Plan is to promote the

success, and enhance the value, of the Company, by attracting, retaining and motivating Nonemployee Directors of outstanding competence. The Plan also is designed to align the interests of Nonemployee Directors with the interests of the stockholders of the Company.

1.3 Effective Date. The Plan is effective as of February 20, 1996,

subject to the approval by an affirmative vote, at the next meeting of the stockholders of the Company, or any adjournment thereof, of the holders of a majority of the outstanding shares of the common stock of the Company ("Shares"), present in person or by proxy and entitled to vote at such meeting. As provided in the Plan, Options will be granted prior to the receipt of such vote, but such grants shall be null and void if such vote is not in fact received.

1.4 Duration of the Plan. The Plan shall commence on the date specified

in Section 1.3, and subject to the right of the Board of Directors of the Company to terminate the Plan at any time and for any reason pursuant to Section 7, shall remain in effect thereafter. In the event that on any date of grant the number of Shares to be subject to Options granted to all Nonemployee Directors exceeds the number of Shares then available for grant under the Plan, each Nonemployee Director shall share pro rata in the number of Shares that remain available for grant on such date.

SECTION 2
DEFINITIONS

For purposes of this Plan, the following terms shall have the meanings indicated unless a different meaning is plainly required by the context:

2.1 "Affiliate" means any corporation or any other entity (including, but

not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

2.2 "Board" means the Board of Directors of the Company.

2.3 "Code" means the Internal Revenue Code of 1986, as amended.

Reference to a specific section of the Code shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending, supplementing or superseding such section.

2.4 "Company" means Central Garden & Pet Company, a Delaware corporation,

or any successor thereto.

2.5 "Director" means an individual who is a member of the Board.

2.6 "Disability" means a permanent and total disability within the

meaning of section 22(e)(3) of the Code.

2.7 "Exchange Act" means the Securities Exchange Act of 1934, as amended

from time to time, or any successor Act thereto. Reference to a specific section of the Exchange Act shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending, supplementing or superseding such section.

2.8 "Exercise Price" means the price at which a Share may be purchased

pursuant to an Option.

2.9 "Fair Market Value" means the average of the highest and lowest

quoted selling prices for Shares on the relevant date, or if there were no sales on such date, the arithmetic mean of the highest and lowest quoted selling prices on the nearest day after the relevant date, as determined by the Board.

2.10 "Nonemployee Director" means a Director who is an employee of

neither the Company nor of any Affiliate.

2.11 "Option" means an option to purchase Shares which has been granted

under the provisions of the Plan. Options are not intended to be an incentive stock option under section 422 of the Code.

2.12 "Optionee" means a Nonemployee Director to whom an Option has been

granted under the provisions of the Plan.

2.13 "Plan" means the Central Garden & Pet Company Nonemployee Director

Stock Option Plan, as set forth in this instrument and as hereafter amended from time to time.

2.14 "Shares" means the shares of common stock, \$0.01 par value, of the

Company.

SECTION 3
ADMINISTRATION OF THE PLAN

3.1 The Board. The Plan shall be administered by the Board. It shall be

the duty of the Board to conduct the general administration of the Plan in accordance with its provisions.

3.2 Authority of the Board. The Board shall have all powers and

discretion necessary or appropriate to administer the Plan and to control its operation in accordance with its terms, including, but not by way of limitation, the following powers:

(a) To interpret the provisions of the Plan and to determine, in its sole discretion, any question arising under, or in connection with the administration or operation of, the Plan;

(b) To employ such counsel, agents and advisers, and to obtain such legal, clerical and other services, as it may deem necessary or appropriate in carrying out the provisions of the Plan; and

(c) To prescribe, amend and rescind rules and regulations relating to the Plan, and to make all other determinations which may be necessary or advisable for the administration of the Plan.

3.3 Decisions Binding. All actions, interpretations and decisions of the

Board shall be final, conclusive and binding on all persons, and shall be given the maximum deference permitted by law.

3.4 Administrative Expenses. All expenses incurred in the administration

of the Plan by the Board, or otherwise, including legal fees and expenses, shall be paid and borne by the Company.

3.5 Indemnification. Each person who is or shall have been a member

of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, notion, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in

satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

SECTION 4
SHARES SUBJECT TO THE PLAN

4.1 Number of Shares. Subject to adjustment as provided in Section 4.3,

the maximum number of Shares available for grant under the Plan may not exceed 100,000. Such Shares may be either authorized but unissued Shares or treasury Shares.

4.2 Effect of Lapsed Options. If an Option is cancelled, terminates,

expires or lapses for any reason, any Shares subject to such Option again shall be made available for grant under the Plan (to the same Optionee or to a different person).

4.3 Adjustments in Authorized Shares. In the event of any merger,

reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, Share combination, or other change in the corporate structure of the Company affecting the Shares, such adjustment shall be made in the number and class of Shares which may be delivered under the Plan, and in the number and class of and/or the Exercise Price of Shares subject to outstanding Options, as the Board, in its sole discretion, shall determine to be appropriate to prevent the dilution or diminishment of Options. Notwithstanding the preceding sentence, the number of Shares subject to any Option always shall be a whole number.

SECTION 5

ELIGIBILITY

5.1 Eligibility. All Nonemployee Directors shall be eligible to

participate in the Plan.

5.2 Consideration for Grant of Option. Any Option under the Plan shall

be granted in consideration of the past services of the Optionee.

SECTION 6
OPTIONS

6.1 Grant of Options.

6.1.1 Each Nonemployee Director who is a Nonemployee Director on February 20, 1996 automatically will receive on such date an Option to purchase 10,000 Shares.

6.1.2 Each Optionee who received an Option to purchase 10,000 Shares pursuant to Section 6.1.1, and each Nonemployee Director who becomes a Nonemployee Director after February 20, 1996, automatically will receive, on the date of each subsequent annual meeting of the stockholders of the Company on which the Nonemployee Director is such, an Option to purchase such number of Shares as determined by A divided by B, where "A" is \$25,000 and "B" is the Fair Market Value of a Share on the date on which the Option is granted. Any fractional Share shall be rounded up to the next full Share. Accordingly, for example, if the Fair Market Value of a Share on the date of grant is \$9.00, then the Optionee or Nonemployee Director (as applicable) would receive an Option to purchase 2,778 Shares (i.e., \$25,000 divided by \$9.00, rounded up to the next

full Share).

6.2 Terms of Options.

6.2.1 Option Agreement. Each Option shall be evidenced by a written

stock option agreement which shall be executed by the Optionee and the Company.

6.2.2 Exercise Price. The Exercise Price for the Shares subject to

each Option shall be one hundred percent (100%) of the Fair Market Value of such Shares on the date of grant.

6.2.3 Exercisability. Each Option shall become exercisable in full

four (4) years after the date of grant of the Option. Notwithstanding the preceding sentence, if prior to the date when an Option would become exercisable, the Optionee terminates service on the Board on account of death or

Disability, the Option shall become exercisable in full on the date of such termination of service.

6.2.4 Expiration of Options. Each Option shall terminate upon the

expiration of five (5) years from the date of grant of the Option.

6.2.5 Payment. Options shall be exercised by the Optionee's delivery

of a written notice of exercise to the Secretary of the Company, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares. The Exercise Price for any such Shares shall be payable to the Company in full in cash or its equivalent.

As soon as practicable after receipt of a written notification of exercise and full payment for the Shares purchased, the Company shall deliver to the Optionee Share certificates (in the Optionee's name) representing such Shares.

6.2.6 Restrictions on Share Transferability. The Board may impose

such restrictions on any Shares acquired pursuant to the exercise of an Option, as it may deem advisable, including, but not limited to, restrictions related to applicable Federal securities laws, the requirements of any national securities exchange or system upon which Shares are then listed and/or traded, and/or under any blue sky or state securities laws.

6.2.7 Nontransferability of Options. No Option granted under the

Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will, the laws of descent and distribution, or as permitted in Section 7.2. All Options granted to an Optionee under the Plan shall be exercisable during his or her lifetime only by such Optionee.

SECTION 7
MISCELLANEOUS

7.1 Amendment or Termination of the Plan. The Board, in its sole

discretion, may amend, alter, modify or terminate the Plan, in whole or in part, at any time and for any reason. However, only if and to the extent required to maintain the Plan's qualification under Rule 16b-3 promulgated under the Exchange Act, any such amendment shall be subject to stockholder approval. In addition, as required by Rule 16b-3, the provisions regarding the formula for determining the amount and timing of Options shall in no event be amended more than once every six months, other than to comport with changes in the Code and/or the Employee Retirement Income Security Act of 1974, as amended

("ERISA"). (ERISA is inapplicable to the Plan.) Neither the amendment, suspension, termination, nor scheduled expiration of the Plan shall, without the consent of the Optionee, alter or impair any rights or obligations under any Option theretofore granted. No Option may be granted during any period of suspension nor after termination of the Plan.

7.2 Beneficiary Designation. If permitted by the Board, an Optionee may

name a beneficiary or beneficiaries to whom any benefit under the Plan is to be paid in case of the Optionee's death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Optionee and must be in a form and manner acceptable to the Board. In the absence of any such designation, or if no beneficiary survives the Optionee, benefits remaining unpaid at the Optionee's death shall be paid to the person or persons entitled to such benefits under the Optionee's will or, if the Optionee shall fail to make testamentary disposition of such benefits, his or her legal representative. Any transferee must furnish the Company with (a) written notice of his or her status as a transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7.3 Captions. The captions contained herein and in the table of contents

are provided as a matter of convenience only, and in no way define, limit, enlarge or describe the scope or intent of the Plan. Such captions shall not

7.4 Applicable Law; Severability. The Plan hereby created shall be construed, administered and governed in all respects in accordance with the laws of the State of California (with the exception of its conflict of laws provisions). If any provision of this instrument shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

7.6 No Effect on Service. Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any Optionee's service on the Board at any time, with or without cause.

7.8 Rule 16b-3 Compliance. Transactions under this Plan are intended to

comply with all applicable conditions of Rule 16b-3 or its successors under the
Exchange Act. To the extent any provision of the Plan, an Option or any action
by the Board fails to so comply, it shall be deemed null and void, to the extent
permitted by law and deemed advisable by the Board. Notwithstanding any
contrary provision of the Plan, if the Board specifically determines that
compliance with Rule 16b-3 no longer is required, all references in the Plan to
Rule 16b-3 shall be of no force or effect.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this Plan on the date indicated below.

Dated: _____, 1996 By _____
Title: _____

CENTRAL GARDEN & PET COMPANY
 NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
 NONQUALIFIED STOCK OPTION AGREEMENT

1. Grant of Option. Central Garden & Pet Company (the "Company") hereby grants to _____ (the "Director") under the Central Garden & Pet Company Nonemployee Director Stock Option Plan (the "Plan"), as a separate incentive in connection with his or her service on the Board and not in lieu of any fees or other compensation for his or her services, a nonqualified stock option to purchase, on the terms and conditions set forth in this Agreement and the Plan, all or any part of an aggregate of 10,000 shares of authorized but unissued or treasury shares of common stock, \$0.01 par value, of the Company ("Shares"). The option granted hereby is not intended to be an incentive stock option within the meaning of section 422 of the Code.

2. Exercise Price. The purchase price per Share for this option (the "Exercise Price") shall be \$9.00, which is the Fair Market Value per Share on February 20, 1996, the effective date of this Agreement (the "Grant Date").

3. Number of Shares. The number and class of Shares specified in Paragraph 1 above, and/or the Exercise Price, are subject to appropriate adjustment in the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, Share combination or other change in the corporate structure of the Company affecting the Shares; provided, however, that the number of Shares subject to this option shall always be a whole number. Subject to any required action of the stockholders of the Company, if the Company is the surviving corporation in any merger or consolidation, the option granted hereunder (to the extent that it is still outstanding) shall pertain to and apply to the securities to which a holder of the same number of Shares that are then subject to the option would have been entitled.

4. Commencement of Exercisability. The right to exercise this option shall accrue as to 100% of the Shares subject thereto on the fourth anniversary date of the Grant Date; provided, however, that, if prior to such date, the Director terminates his service on the Board on account of death or Disability, the option shall become exercisable in full on the date of such termination of service.

5. Termination of Option. The right to exercise this option shall terminate on the fifth anniversary date of the Grant Date.

6. Persons Eligible to Exercise. This option shall be exercisable during the Director's lifetime only by the Director. This option is not transferable, except that the Director may transfer this option (a) by a valid beneficiary designation made in a form and manner acceptable to the Committee, or (b) by will or the applicable laws of descent and distribution.

7. Death of the Director. To the extent exercisable after the Director's death, this option shall be exercised only by the Director's designated beneficiary or beneficiaries, or if no beneficiary survives the Director, by the person or persons entitled to the option under the Director's will, or if the Director fails to make a testamentary disposition of the option, his or her legal representative. Any such transferee must furnish the Company (a) written notice of his or her status as a transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of this option and compliance with any laws or regulations pertaining to such transfer, and (c) written acceptance of the terms and conditions of this option as set forth in this Agreement.

8. Exercise of Option. This option may be exercised by the person then entitled to do so as to any Shares which may then be purchased (a) by giving written notice of exercise to the Secretary of the Company (or his or her designee), specifying the number of full Shares to be purchased and accompanied by full payment of the Exercise Price thereof (and the amount of any income tax the Company is required by law to withhold by reason of such exercise), and (b) by giving satisfactory assurances in writing if requested by the Company, signed by the person exercising the option, that the Shares to be purchased upon such exercise are being purchased for investment and not with a view to the distribution thereof.

9. Suspension of Exercisability. If at any time the Company shall

determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition of the purchase of Shares hereunder, this option may not be exercised, in whole or in part, unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

10. No Rights of Stockholder. Neither the Director nor any person

claiming under or through the Director shall be or have any of the rights or privileges of a stockholder of the Company in respect of any of the Shares issuable pursuant to the exercise of this option, unless and until certificates representing such Shares shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Director (or such other person).

11. No Effect on Service. Nothing in this Agreement or the Plan shall

interfere with or limit in any way the right of the Company to terminate the Director's service on the Board at any time, with or without cause.

12. Addresses for Notices. Any notice to be given to the Company under

the terms of this Agreement shall be addressed to the Company, in care of its Secretary, 3697 Mt. Diablo Boulevard, Lafayette, CA 94549, or at such other address as the Company may hereafter designate in writing. Any notice to be given to the Director shall be addressed to the Director at the address set forth beneath the Director's signature hereto, or at such other address as the Director may hereafter designate in writing. Any such notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, registered or certified and deposited, postage and registry fee prepaid, in a United States post office.

13. Option is Not Transferable. Except as otherwise provided herein,

this option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option, or of any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this option and the rights and privileges conferred hereby immediately shall become null and void.

14. Binding Agreement. Subject to the limitation on the transferability

of this option contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

15. Conditions to Exercise. The Exercise Price for this option must be

paid in the legal tender of the United States. Exercise of this option will not be permitted until satisfactory arrangements have been made for the payment of the appropriate amount of withholding taxes (as determined by the Company).

16. Plan Governs. This Agreement is subject to all of the terms and

provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern. Capitalized terms and phrases used and not defined in this Agreement shall have the meaning set forth in the Plan.

17. Board Authority. The Board shall have the power to interpret the

Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith. All actions taken and all interpretations and determinations made by the Board in such connection shall be final and binding upon the Director, the Company and all other interested persons, and shall be given the maximum deference permitted by law. No member of the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

18. Captions. The captions provided herein are for convenience only and

are not to serve as a basis for interpretation or construction of this Agreement.

19. Agreement Severable. In the event that any provision in this

Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, effective as of the Grant Date.

CENTRAL GARDEN & PET COMPANY

By _____
Title:

Director Signature

Address

Social Security Number

August 9, 1996

Central Garden & Pet Company
3697 Mt. Diablo Boulevard
Lafayette, California 94549

Re: Central Garden & Pet Company/
Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the Central Garden & Pet Company Nonemployee Director Stock Option Plan (the "Plan"), of up to 100,000 shares of common stock, \$.01 par value ("Common Stock"), of Central Garden & Pet Company, a Delaware corporation (the "Company").

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that the 100,000 shares of Common Stock to be issued by the Company pursuant to the Plan are validly authorized shares of Common Stock, and, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid, and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to this Registration Statement on Form S-8 and to the use of our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion, as an exhibit or otherwise.

Very truly yours,

/s/ Orrick, Herrington & Sutcliffe

ORRICK, HERRINGTON & SUTCLIFFE

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Central Garden & Pet Company on Form S-8 of our reports dated October 27, 1995, appearing in the Annual Report on Form 10-K of Central Garden & Pet Company for the year ended September 30, 1995.

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP
San Francisco, California
August 9, 1996