

Maize Forage Purchase Contract



Season: _____

Contract Number: _____

This agreement is made on the _____ day of _____ 20____ between the following

Grower/Supplier: _____

and **Purchaser(s):** _____

and **Contractor:** _____

The Purchaser agrees to buy from the Grower/Supplier:

Early maize (see Terms and Conditions): _____ hectares, being approximately _____ tonnes dry matter (t DM), at _____ cents per kilogram dry matter (kg DM), PLUS GST and EXCLUSIVE of other costs ("the purchase price").

Main Crop maize (see Terms and Conditions): _____ hectares, being approximately _____ tonnes dry matter (t DM), at _____ cents per kg DM, PLUS GST and EXCLUSIVE of other costs ("the purchase price").

If both Early maize and Main Crop maize are being purchased "the purchase price" shall be the aggregate of the purchase price for the Early maize and the purchase price for the Main Crop maize.

Deposit: (delete whichever is not appropriate) Either: A deposit of \$_____ per hectare (plus GST) is payable by the Purchaser to the Grower/Supplier or Contractor (delete as necessary) within _____ days of signing this contract.

Or: The Purchaser shall make a monthly per hectare payment of \$_____ to the Grower/Supplier or Contractor (delete as necessary) for each month the crop is in the ground until harvest, such payment to be made on the 20th day of each month.

Final payment: The Purchaser shall pay the balance of the purchase price plus the other costs (if applicable and as specified below) to the Grower/Supplier or Contractor (delete as necessary) within _____ **days of the Invoice Date.**

The Purchaser agrees (if applicable or delete those not required) with the Contractor to pay for the costs of harvesting, transporting, stack rolling, inoculant, weighing and dry matter determination costs ("the other costs") at an aggregate cost of _____ cents per kg DM (plus GST) in addition to the purchase price. However, should diesel fuel prices rise above a pump price of _____ cents per litre then the Contractor has the right to review the harvesting, transport and stack rolling charges upwards in accordance with such price rise. A stack cover (yes / no) of appropriate length and width _____ (metres) shall also be paid for by the **Purchaser** in addition to the purchase price.

Yield Determination: The yield and dry matter percentage is to be determined in the manner specified in the Maize Forage Code of Practice to give a dry matter accuracy of +/- _____ %.

Harvest Date: Shall be when the crop is approximately 30-40% dry matter or at such time that is mutually agreed to by the Grower/Supplier Purchaser and Contractor.

_____ (initials of all parties/agreed parameters).

Ownership: Title to the crop remains with the Grower until payment has been made in full and the Purchaser agrees that the Grower/Supplier may register a financing statement in the Personal Property Security Register to protect the Grower/Supplier's interest in the maize crop/maize forage.

The Purchaser has the right (provided prior notification is given) to inspect the crop prior to harvest.

Signed by _____ (**Grower/Supplier**)

Signed by _____ (**Purchaser**)

Signed by _____ (**Contractor**)

Supply of the above Forage is subject to the Terms and Conditions on the reverse side of this contract.

Terms and Conditions

1. Early maize means maize that is specifically grown with a planned maturity of late February to early March (subject to seasonal variations). It is agreed that the crop shall not be harvested before the crop has reached 31% whole plant dry matter (DM) unless otherwise agreed by all parties. Main crop means maize that is grown with a planned maturity from mid March onwards.
2. Maize forage shall be traded on a DM basis. Crop yields (wet weights) shall be assessed using certified weighbridges and the DM% shall be determined using Maize Forage Trading Code of Practice sampling and testing methodologies.
3. The Purchaser acknowledges that in the event of total or partial loss of crop yield due to acts of nature (drought, frost, floods etc), or any other factors outside the control of the Grower/Supplier, the Grower/Supplier shall not be liable to the Purchaser for an inability to supply under this contract or for any production losses which may be suffered by the Purchaser. In any such circumstances the Grower/Supplier shall as soon as practical inform the Purchaser and the Grower/Supplier shall make all reasonable endeavours to secure an alternative supply but the Grower/Supplier shall not be liable to the Purchaser in the event that an alternative supply cannot be located. In the event of total crop loss the Grower/Supplier/Contractor (*delete as applicable*) shall repay the deposit to the Purchaser in full.
4. The maize forage will generally be delivered in whole truck loads and the required tonnage will be as close as practicable to that agreed upon. The total DM of maize forage delivered will be calculated using a field estimated DM% and therefore the actual amount delivered could vary by +/- 15% of the agreed tonnage. The actual DM and therefore calculated charged tonnage will be determined by DM% testing by an independent laboratory according to methodologies outlined in the Maize Forage Trading Code of Practice. As soon as reasonably practicable after the results of the independent laboratory's tests are available the Grower/Supplier or Contractor (*delete as applicable but if neither deleted the party to whom the Purchaser must pay as specified in page 1 applies*) shall provide the weighbridge and Laboratory DM reports to the Purchaser and shall issue a final invoice to the Purchaser ("the Invoice Date").
5. The party who is specified on page 1 of this contract for receiving payment ("the Receiving Party") from the Purchaser shall account to the other party for the amounts due to the other party within 5 working days of receipt by the Receiving Party of payment by the Purchaser. In the event of total loss of crop as specified in clause 3 the Grower/Supplier shall not be liable to the Contractor for any amounts under this contract or for the loss of the contracting work contemplated by this contract.
6. The Grower/Supplier is responsible for growing the crop to recommended best management practice guidelines, and the Contractor is responsible for all harvesting operations including cartage and stacking and estimating the DM content of the maize forage at the time of harvest (unless otherwise agreed by all parties).
7. The (*delete as appropriate but if neither deleted the Contractor applies*) Grower/Supplier or Contractor shall notify the Purchaser of the pending arrival of the maize forage by giving not less than two working days notice of anticipated harvest.
8. Following harvest date notification the Purchaser shall have the maize storage system ready for the arrival of the maize forage. The Contractor reserves the right to charge for any extra costs to the Contractor where in the Contractor's reasonable opinion the maize storage system is not ready for the arrival of the maize forage.
9. The Purchaser shall notify each machine operator of any hazards in the area that they are working, prior to the commencement of work.
10. The Purchaser shall ensure there is sufficient access for trucks (and trailer units – if applicable) to turn and tip off in the stack area which must also be free of obstructions and overhead wires. The Contractor reserves the right to charge for any extra costs of trucking where in the Contractor's reasonable opinion there is inadequate access and/or substandard ground conditions.
11. When requested, the Purchaser shall agree to complete an Application for Credit form provided by the Receiving Party and this contract shall be subject to such Application for Credit being acceptable to the Receiving Party. If the Application for Credit is not acceptable to the Receiving Party the Receiving Party may terminate this contract and shall return any deposit paid by the Purchaser to the Purchaser and in such circumstance no party shall have any claim against the other.
12. The Purchaser shall pay all deposits and final payments within the dates or times specified in the contract. If any payment hereunder is not made by the Purchaser on the dates specified in this contract the Purchaser must pay penalty interest at the rate of 5% above the base lending rate from time to time of the Grower/Supplier's bank on the amount owing hereunder from the due date until the date on which payment is made.
13. If any payments of the deposits specified in this contract and/or the final payment are not received on the due date the Receiving Party may serve notice on the Purchaser of such non-payment and if payment is not received in full within 5 days of such notice the Receiving Party has the right to cancel this contract. In such case the Receiving Party shall be entitled to retain all of the moneys that the Receiving Party has received from the Purchaser under this contract but as between the Grower/Supplier and the Contractor the Receiving Party shall pay to the other party any moneys received from the Purchaser that are due to the other party under the terms of this contract.
14. This contract shall be governed by and construed in accordance with the laws of New Zealand. The parties submit to the exclusive jurisdiction of the Courts of New Zealand in relation to any legal action suit proceeding or other matter arising out of or in connection to this contract.