



Maine Potato Growers INC.  
 249 Main St.  
 Presque Isle ME 04769  
 207-764-3131

# Oats Purchase Agreement

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called grower), of \_\_\_\_\_ in the county of Aroostook, State of Maine, and Maine Potato Growers, Inc., a Maine corporation located at Presque Isle, Maine (hereinafter called MPG). For and in consideration of \$1.00 and other valuable considerations, the sufficiency of which being hereby acknowledged, grower and MPG covenant and agree as follows: MPG agrees to purchase and grower agrees to sell and deliver \_\_\_\_\_ bushels of Aroostook County, Maine grown oats to be delivered to MPG facilities as designated hereunder:

1. The rules of the National Grain and Feed Association (hereinafter called NGFA) apply to all trades.
2. In the event that the grower has more than one contract with MPG, the lower price contract will be filled first.
3. Grower guarantees oats delivered against this contract agreement to arrive at destination in cool, sweet, and sound usable condition.
4. Grower must notify MPG by requesting date of delivery if unable to comply with requested delivery date. Failure to notify MPG of delays shall result in MPG exercising its options under terms of the NGFA rules.
5. The grower shall warrant, guarantee, and certify to MPG that the oats in each delivery will be in compliance with
  - (a) all applicable federal, state, and local laws, rules, and regulations
  - (b) are good and merchantable and fit for the purpose for which the goods are purchased
  - (c) are free and clear of liens, encumbrances, security interests and claims.
6. The grower agrees to indemnify and defend and hold harmless MPG, including MPG's reasonable attorneys' fees and costs, from any and all losses, damages, liabilities, or expenses arising out of breach of any aforesaid warranty, guarantee, or certification.
7. The grower shall be responsible for all hedge trading losses, costs, fees, expenses, and reasonable attorneys fees and costs, incurred by MPG, in the event that grower is unwilling or unable to deliver, or for any other reason, whatsoever, fails to deliver, the contracted bushel quantity meeting the above said quality specifications. Hedge trading losses shall be calculated as the difference between the CBOT ----- futures price per bushel at the date of notification, and the CBOT ----- futures price per bushel at the date of this contract. the grower shall be liable for any positive difference per bushel multiplied by undelivered bushels, at the time of notification.

## Terms and Conditions

Oats not meeting the above specifications will be granted a bonus or discounted, according to the listed "Bonus Schedule" and "Schedule of Discounts."

		(Bonus Schedule)
	Moisture	Test Weight Minimum Limits
Price	To --- 14.00 --- 0.00/Bu.	36 lbs. - 36.9 lbs. --- 0.03 Per Bushel
	14.01 --- 14.50 --- 0.06/Bu.	37 lbs. - 37.9 lbs. --- 0.06 Per Bushel
Time of Delivery	14.51 --- 15.00 --- 0.12/Bu.	38 lbs. and over --- 0.08 Per Bushel
	15.01 --- 15.50 --- 0.18/Bu.	
Quality Specifications	15.51 --- 16.00 --- 0.24/Bu.	Test Weight Minimum Limits
	16.01 --- 16.50 --- 0.30/Bu.	35-35.9 lbs. --- .00 Per Bushel
Grade:	16.51 --- 17.00 --- 0.36/Bu.	34-34.9 lbs. --- .03 Per Bushel
	17.01 --- 17.50 --- 0.42/Bu.	33-33.9 lbs. --- .06 Per Bushel
Test Weight	17.51 --- 18.00 --- 0.48/Bu.	32-32.9 lbs. --- .12 Per Bushel
	18.01 --- 18.50 --- 0.54/Bu.	31-31.9 lbs. --- .18 Per Bushel
Moisture	18.51 --- 19.00 --- 0.60/Bu.	30 lbs. & under --- Rejected
	19.01 --- 19.50 --- 0.66/Bu.	
	19.51 --- 20.00 --- 0.72/Bu.	
	>20.00 Reject	

## (Schedule of Discounts)

Color	Discounts
Slightly Weathered	0.12/Bu.
Weathered	Subject to Rejection Very
Weathered	Reject
Dark	Reject

(Other Deductions) All oats bulk dumped without cleaning or scalping will be subject to a 1% gross weight deduction. -- Yes -- No Grower elects \$0.05/Bu. incentive for deferred proceeds to be paid by ---