



# Set Purchase Price Alliance Agreement

This Old Farm Meats & Processing  
9572 W CR 650 S Colfax, IN 46035  
(765) 324-2161 www.thisoldfarminc.com

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## This Old Farm Alliance Mission

Our mission is to bring healthful, local food to Indiana by sustaining, nurturing, and prospering the family farm through cooperative distribution of local, environmentally conscience foods at a cost that both supports the farmer while representing the true cost and value for the customer.

AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Farmer” and This Old Farm Alliance, a Division of this Old Farm, Inc., hereinafter referred to as the “Purchaser.”

### RECITALS

Farmer and purchaser are engaged in the manufacture, production, and sale of locally grown livestock and/or produce, hereinafter referred to as the “goods.”

Farmer desires to appoint Purchaser one of Farmer’s sales agents within the State of Indiana, upon the following terms and conditions.

The purpose of the alliance is to distribute a differentiated product. Any use of antibiotics, growth stimulants, implants, animal proteins, pesticides, or herbicides on your farm must be disclosed. Farm visits are anticipated on an annual basis.

Purchaser represents that it possesses the technical facilities and abilities to promote the sale and use of the goods manufactured by Farmer.

Purchaser is desirous of selling Farmer’s goods on the terms and conditions hereinafter described.

IT IS THEREFORE AGREED:

### Appointment

1. Farmer is appointed one of Purchaser’s sales agents within the State of Indiana, for the sale of Farmer’s goods, upon the following terms and conditions.

### Purchase

2. Farmer shall ship to Purchaser on an agreed upon schedule as follows such quantities and styles of goods as Purchaser, in its discretion may determine, being mindful of the sales potential in Purchaser’s territory. Proposed Schedule: Please write To Be Determined if the schedule and pricing has not been set.

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3. All livestock must meet the agreed upon specifications as follows. If an exception is to be made to the specifications listed here, than a consignment agreement will be utilized instead of this agreement unless a special request has been made by purchaser.

**Beef, Grass finished** 1000-1200 lbs and of a specified beef breed (non dairy)

No implants can be utilized in product. All vaccines, supplements, and parasite control must be listed on the producer standards form. Grazing rotation must be utilized to result in a lean but marbled product acceptable for sale. It is recognized that raising grass fed beef takes extra care. Pricing will be adjusted if the loins are not marketable as tender steaks.

**Beef, Grass fed Grain finished** 1000-1200 lbs and of specified beef breed (non dairy) less than 24, months of age.

No implants, antibiotics, or animal by products can be utilized without full disclosure on the producer standards form (occasionally purchaser does have a call for beef with different standards.)

**Pastured Pork** 225-300 lbs. Pork must be raised outside with greens coming from either pasture or hay in their daily diet. Antibiotics can not be used without notification; therefore, stock must be farm raised or source identified with documentation of early raising practices. Preference is given to hogs fed non-GMO grains. Breed must be agreed upon. List here and initial\_\_\_\_\_

**Local Traditional Pork** 225-300 lbs. Pork must be raised on a family farm. Breed must be agreed upon. Preference is given to farms with limited use of antibiotics. Breed must be agreed upon. List here and initial\_\_\_\_\_

**Lamb** 80-120 lbs. Hair sheep of any breed may be brought in less than 1 year of age. Documentation of 100% grass fed lamb must be in place. Corn finished lamb can and will be utilized when 100 % grass fed lamb is unavailable.

**Pastured Poultry** 3-4 lbs dressed weight or 3.75 lbs- 6 lbs live weight. Poultry will be rotated on green grass. Preference will be given to birds fed non GMO grains. Standard Cornish Crosses will be used. No antibiotics will be used.

**Pastured Turkey, Heritage** 8-22 lbs dressed weight. They must be raised outside on pasture. Preference will be given to birds fed non GMO grains. No antibiotics will be used.

**Pastured Turkey, Standard** 12-22 lbs dressed weight. They must be raised on pasture. Preference will be given to birds fed non GMO grains. No antibiotics will be used.

**Produce** All produce must be raised in a chemical free manner unless pre arranged. A producer growing standards form must be on file. Correct harvest, post harvest, and packaging guidelines must be followed. Product cannot be paid for if it cannot be sold.

**\*\*We must have certified organic paper work on file in the case of certified organic production.**

**\*\*All agreements must be accompanied with a producer standard form. Initial\_\_\_\_\_**

### **Payment**

3. This Old Farm will pay producers by the 10<sup>th</sup> of every month for any items dropped off in the previous month.

The agreed upon price is \_\_\_\_\_ for \_\_\_\_\_

**\*\*General livestock pricing is 10 cents over market for hogs and local beef. Specialty items will be individually priced.**

### **Notice of Product Availability**

4. In the case of produce, each week during the growing season an updated pricing list will go out on Monday.

Notice must be given by the previous Thursday to be on that list. Items need to be marked as available next week and what is going to be harvested in two weeks. As much notice of harvesting schedules as possible is necessary so that information can get out. The producer standard's form should be updated yearly with what is being grown.

In the case of livestock, Purchaser should be notified upon farmer obtaining either poultry or pork so that ample time can be used for scheduling. Once again, a producer standard's form should be utilized to communicate what you intend to move through This Old Farm. Please note that by listing something on the producer's standard form, the purchaser is not agreeing to that product. A formal agreement must be made through this document.

### **Products Labeling**

5. For complete traceability, all products will have the farmer's name and date, in order to highlight the grower.

Only Meat items will be labeled by Purchaser. Produce and eggs will be labeled by farmer.

### **Product Condition upon Delivery**

6. All produce and eggs shall be cleaned, processed, labeled, and prepared for market by farmer. If produce or eggs are delivered in need of cleaning and processing, Consignee shall be allowed to charge a reasonable fee therefore of \$25 per man hour. All meat products shall be processed at This Old Farm Meats and Processing in Colfax, Indiana, to ensure product consistency. All products must meet quality standards to be accepted as saleable.

### **Ownership**

8. Ownership of the goods shipped and sold to Purchaser shall remain in possession of Farmer at all times until processed or quality checked by purchaser, at which time quality will be determined. Ownership shall pass directly from Farmer to Purchaser.

### **Return of Goods**

10. in the event, Purchaser finds any shipped goods to be unsalable; Purchaser may return them to Farmer or donate them to the Food Pantry upon instruction from Farmer. Farmer shall bear the expense for the return of any goods.

### **Records**

11. A Producer's Standard Form must be on file to document how Farmer raises product. All Certified Organic products must be accompanied by a current organic certification.

### **Accounting and Remittance**

12. Purchaser shall render to Farmer not later than the 10<sup>th</sup> day of each month a check for all goods processed in the following month. Farmer is to provide a written invoice or sign a This Old Farm Purchase Order.

### **Term**

13. This Agreement shall continue in force until terminated. Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing in advance of the termination date.

**Maintaining a Professional Appearance/Non-Compete**

14. The intent of this clause is to maintain a professional appearance and cohesive group structure in the market place. If part of the alliance, you are agreeing to co-market product. If you would approach a business being marketed to by the alliance, offering to sell product directly for less, the interests of all alliance farm members are at risk. To prevent this, Farmer will furnish a list of places in which they are currently marketing product. Purchaser will also furnish a list where they are currently marketing upon request. Farmer agrees not to directly market his meat or produce to any customers with whom Purchaser has a business relationship and Farmer does not, prior to the execution of this Agreement. Farmer may continue to market its own product through outlets not serviced by Purchaser. This does not affect Farmer's Markets nor direct to consumer sales. Nor does it affect other bulk and wholesale distributed goods not carrying the label or name of the farm.

**Attorney Fees**

15. If either party is required to retain legal counsel and/or to file suit to enforce this Agreement, the prevailing party shall be reimbursed by the other for all reasonable costs and attorney fees incurred in such enforcement efforts.

**Controlling Law**

16. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Indiana.

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Purchaser, This Old Farm Alliance

Farmer \_\_\_\_\_