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[Fresh Agriculture]

CONTRACT FARMING AGREEMENT

Prepared for

[Mr. Charlie Johnson]

Prepared by

[Mr. Brian Edwards]

[brianedwards@zmail.net]

April 10, 2060

1. PARTIES

This CONTRACT FARMING AGREEMENT (“Agreement”), executed as of April 10, 2060 (“Effective Date”), is entered into by and between [Mr. Brian Edwards] of [Fresh Agriculture] (“Farmer”), located at 2663 Willis Avenue, Florida, and [Mr. Charlie Johnson] of [CJ Food Corp]. (“Buyer”), with a personal address of 4705 Lakewood Drive, Florida.

The Farmer and the Buyer are herein referred to individually as a “Party” and collectively as “Parties.”

2. SCOPE OF WORK

2.1 The Farmer shall supply the Buyer with twenty-two thousand pounds (22,000 lbs) of corn monthly.

2.2 The Farmer shall also be in charge of the cleaning of the corn to ensure all are clean and ready for selling upon delivery.

2.3 The Farmer shall be responsible for the delivery of the corn to the Buyer at the Buyer's indicated address.

2.4 The Farmer shall also be responsible for the offloading of the corn at the Buyer's indicated address. If the Buyer shall be unable to perform the offloading, he shall first inform the Buyer ten (10) days prior to the delivery date.

3. AMOUNT

3.1 The Buyer shall pay five dollars and eighty-six cents (\$5.86) per pound of corn delivered by the Farmer. The delivery fee of one hundred dollars (\$100.00) shall also be paid by the Buyer.

3.2 All payments are to be made through checks only and must be delivered to the Farmer on the delivery date.

3.3 Should the Buyer be unable to make full payment on the delivery date, he is given five (5) days from the delivery date to comply with all outstanding obligations.

4. DELIVERY AND INSPECTION

4.1 Only the Buyer shall be authorized to receive the goods if he has made no prior notice to the Seller that he has given authority to another person to receive the goods.

4.2 If without prior notice, the Seller shall be unavailable during the delivery, the Seller shall take back the goods and the Seller shall be obligated to pay for the damages to the seller caused by the failed delivery in the amount of two hundred dollars (\$200). The next attempt at delivery shall also be at the discretion of the Seller and fees related to the delivery shall be borne by the Buyer.

4.3 The Buyer must immediately report any missing sacks of corn within the same day as the delivery date. Any expenses incurred for the replacement shall be borne by the Farmer except when such loss is due to the Buyer's fault.

4.4 Should there be sacks of corn that may be unfit for merchandise, the Buyer shall make a written report within two (2) days from the delivery to the Seller and the Seller must take action within the next five (5) days.

5. WARRANTIES

5.1 For the duration of this Agreement, the Farmer promises that all goods and services will meet the Buyer's standards.

5.2 The Farmer promises that any items provided pursuant to this Agreement are in good and marketable title and will be transferred to Buyer free and clear of all liens and encumbrances.

6. TERMS & CONDITIONS

6.1 This Agreement shall commence on the Effective Date and shall be renewed or terminated after one (1) year.

6.2 In case of early termination for reasons other than material breach or failure of either Party to fulfill their obligations, the terminating Party shall pay the amount of seventy-five thousand dollars (\$75,000) as damages.

7. GENERAL PROVISIONS

7.1 Any communication or notice related to the Parties' responsibilities and obligations under this Agreement shall be in writing and must be signed by the Parties to ensure receipt. It shall also be further attached to this Agreement for documentation purposes.

7.2 The Parties must mutually agree on any amendments and modifications to this Agreement and such must be in writing and signed.

8. GOVERNING LAW

8.1 This Agreement, as well as any issue or dispute arising out of or relating to the agreement's subject matter, will be governed, interpreted, and enforced in accordance with the laws of the State of Florida.

9. ACCEPTANCE

IN WITNESS WHEREOF, each of the Parties has signed this Agreement on the above-mentioned day and year.

Add Signature

Add Signature