



Seed-Ex -AOG"-Malt Barley Contract  
 Grower Contract 2012  
 FOB Letellier, MB

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TOWN: \_\_\_\_\_ PROVINCE: \_\_\_\_\_  
 POSTAL CODE \_\_\_\_\_

PHONE #: \_\_\_\_\_ CELL #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

1. Legal description of land \_\_\_\_\_
2. Acres \_\_\_\_\_
3. Bushels-80
4. Type of barley ( 6 row)  Celebration or  Tradition  Stellar
5. Specification-
  - Germination Minimum 95%
  - Plump Minimum 75% or better
  - Thin Maximum 5% or lower
  - Moisture Maximum 13.50 or lower
  - Protein Maximum 13.0 or lower
  - S & B Maximum 8% or lower
  - Vomi-toxin Maximum 0.5 ppm or lower: with .10c discount from .6 to 1.0 ppm  
 with optional 20c discount from 1.1 to 2.0 ppm
  - Mold Maximum 5% or lower
  - Blight Maximum 4% or lower
  - (Acceptance of out of specs malt barley will be at the sole discretion of the buyer)*
6. Neither party shall be liable for failure to perform its obligation under this contract if such failures is caused by fire, strike, or *Acts of God* such as flooding, hail, frost or other sever weather problems, or by public enemy or other causes beyond the control of the parties hereto. Should the said events occur, Seed-Ex or the above named grower is to notify the other in writing within 10 days of the occurrence of the Act of God for verification. If this written notice is not given within 10 days, the full obligation of this contract remains in effect. Grower agrees to allow a representative of Seed-Ex to inspect contracted acres affected for verification. Grower agrees to give a copy of the Crop Insurance Seeded Acreage Report. Grower agrees that in the event any barley are actually harvested upon the described tract of land, Seed-Ex shall be entitled to acquire all such harvested seed in accordance to the same terms and condition of this contract.



- 7. Seed-Ex representative will grade malt (including vom-i-test barley sample) within five working days of receiving sample. The grower will be advised of quality, grade and selection.
- 8. Seed-Ex Inc. has the right of first refusal on the production of barley that exceeds malt production contract .
- 9. Any barley with damages that does not meet malt standard will be priced according to Seed-Ex daily feed pricing at the producer option.
- 10. The grower agrees not to use any unregistered pesticides, herbicides, fungicides or desiccants under the Pest Control Act & Regulations for the production of the crop under this contract. In particular, the grower agrees not to use any insecticides not approved in the US market or any Pre Harvest Round-Up.
- 11. The grower agrees to use certified seed or equivalent to ensure purity of product.
- 12. The Seed-Ex contract price option is \$6.00 subject to CWB Monopoly being cancelled on August 01, 2012
- 13. If The CWB Barley Monopoly remains in effect past the August 01, 2012, this contract will revert to a Cash Plus contract @ \$5.70 plus the "Plus".
- 14. Delivery is on buyers call.

Accepted For the Grower

Grower \_\_\_\_\_ Seed-Ex Inc. \_\_\_\_\_

Date \_\_\_\_\_

