

Manure Application Agreement

_____ (“Landowner”), and _____ (“Operator”) agree as follows:

Operator shall supply manure to Landowner for application on Landowner’s farmland. Operator shall be responsible for application of manure from the confinement feeding operation located on land described on the attached Exhibit “A” to the land owned by the Landowner described on the attached Exhibit “B”. A map showing the location of the confinement feeding operation and Landowner’s land available for manure application is attached as Exhibit “C”.

Term and Termination. This agreement shall be for a term of 1 year(s) beginning on _____. The agreement shall continue after the end of this period, under the same terms and conditions, for additional one year periods unless terminated in writing by either party at least sixty days prior to the scheduled termination. This agreement shall terminate, at the option of the Operator, if Operator ceases to operate the confinement feeding operation.

Costs. Operator shall pay _____% of the cost of application manure. Landowner’s tenant will be required to pay for application of manure.

Manure Management Plan. Landowner’s tenant shall apply manure in compliance with manure management plan. If requested by Operator, Landowner’s tenant shall keep and provide Operator with annual crop yield records, beginning three crop years before the date of this agreement if such records are available. Landowner’s tenant shall keep and provide Operator with records of nutrient applications other than Operator’s manure, including commercial fertilizer and manure. Nutrient applications other than the Operator’s manure, i.e., commercial fertilizers and manure from other sources shall supplement and not replace the Operator’s manure application.

Warranty and disclaimer. There is no warranty, representation, or guarantee regarding the manure, express or implied, oral or written, including any warranty or guarantee of merchantability or fitness for a particular purpose of the manure or the quality or quantity of the manure or whether the manure will be beneficial or detrimental to the land, crops or other items on land.

Landowner

Date

Tenant

Date

Operator

Date