

Maize Silage Contract

Contract between a grower and purchaser on a Tonnage/Quality basis

Both grower and purchaser must agree and complete a contract

Parties of this contract:	
Grower:	Name: _____
	Address: _____
Purchaser:	Name: _____
	Address: _____
3 rd Party Adjudicator: _____	

The grower and the purchaser hereby agree to the following contract terms;

1. The grower will grow and supply to the purchaser between _____ tonnes and _____ tonnes (the range should allow for seasonal fluctuation) of maize silage grown covered/uncovered (delete as appropriate). (in the event of a poor yield or crop failure it is up to the grower to supply the agreed tonnage of maize silage)
2. The grower will grow this maize silage crop in accordance with Teagasc best practice
3. Insert variety/varieties here _____
4. The grower agrees to supply to the purchaser a standing maize crop/or delivered to the above address (delete as appropriate), by _____ (insert date)
5. Under this contract it is agreed that the grower will retain the entitlements and Basic Payment Scheme (BPS) on land used to grow the forage maize crop.
6. For this contract tonnage agreement, the grower agrees to weigh a large enough proportion of the harvested maize silage at a certified weigh bridge that has been agreed by both grower and purchaser to establish the yield of the crop. Numbers of trailers needed to establish a big enough proportion to be agreed by grower and purchaser, _____ (insert number of trailers)
7. The grower and purchaser agree that the purchaser hire an independent 3rd party adjudicator to:
 - a. Assess when the crop is ready for harvest
 - b. Representatively sample the maize clamp
 - c. Send a sample to a certified laboratory to determine Dry Matter (DM) % and starch %.The purchaser will cover the cost of the silage analysis.

The purchaser hereby agrees to pay the grower a **base price** (see Teagasc annual costs and returns for approx. forage value) of €_____/tonne, **plus/minus** a bonus or penalty based on the following parameters:

- An average of 30% t DM and starch equal to the base price payable
- Bonus of €1.80 per unit % increase when the average of the DM% and starch % is >30%
- Penalty of €1.80 per unit % decrease when the average of the DM% and the starch is <30%
- See below example box

Value of Maize	Example 1	Example 2	Example 3
Base price at 30% DM and starch	€ 50 per T	€ 50 per T DM	€ 50 per T
Maize Quality:	29% DM + 31% Starch	34% DM + 36% Starch	27% DM + 25% Starch
Average DM% and starch%	30%	35%	26%
Bonus/Penalty	€0	5 x €1.80 = € 9/T DM	-4 x €1.80 = € 7.20/T DM
Price Payable per T DM	€ 50 per T	€ 59 per T	€ 42.80 per T

Purchaser agrees to payment terms as follows based on the quality grid above:

Deposit of € _____ by _____ (insert date)

Balance/Total of € _____ (insert date)

Grower:

Name: _____

Address: _____

Contact No. _____

Date: _____

Signature: _____

Print Name: _____

Purchaser:

Name: _____

Address: _____

Contact No. _____

Date: _____

Signature: _____

Print Name: _____

Witnessed by 3rd Party adjudicator: Signature: _____

Name: _____

Date: _____