

# Middlebury Cooperative Milk Producers Association, Inc.

## Marketing Agreement

Date \_\_\_\_\_

This agreement made between MIDDLEBURY COOPERATIVE MILK PRODUCERS ASSOCIATION INC. a cooperative corporation organized under the laws of the State of Pennsylvania and subject to the provision of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and regulation of cooperative agricultural associations, etc.," approved the 12<sup>th</sup> day of June 1919, hereinafter called the "Association," and (name)

\_\_\_\_\_ of (address)

\_\_\_\_\_ a producer of milk,  
and a member of said Association, hereinafter called the "Producer";

### WITNESSETH:

The purpose of this agreement is to promote the interests of the Producer, to provide an acceptable and efficient method for the orderly marketing of the Producer's milk, and generally to assist in the stabilization of the dairy industry.

1. The Producer agrees to market all the milk produced by him during the life of this contract, exclusively to or through the Cooperative or any facilities created or acquired by the Cooperative, or otherwise as the Cooperative may direct and hereby constitutes the Cooperative his sole agent to accomplish such marketing and grants to the Cooperative full power and authority to carry out the purposes of this Agreement.
2. The milk so sold must comply with all applicable sanitary regulations where produced and/or consumed, whether established by Board of Health, State Agencies, the Cooperative, or otherwise.
3. The Producer reserves the right to retain for his own use all of such milk as he may desire.
4. This Agreement is one of a series of agreements of similar purport between producers of milk and the Cooperative, and supersedes any prior Agreement between said Producer and the Cooperative. It is agreed that the anniversary date of this Agreement shall be the same as that of any prior agreement which this Agreement supersedes, but if there is no such prior agreement the date of execution of this Agreement shall be the anniversary date. The anniversary date of this Agreement is \_\_\_\_\_
5. The Cooperative agrees to use its best efforts to market the milk of the Producer upon the most favorable basis possible.
6. The proceeds of the sale of the Producer's milk shall be combined or blended with the proceeds of the milk of all the producers executing similar contracts, and such blended proceeds distributed, after payment of cooperative obligations and costs and expenses of sale, among the producer parties to

such contracts at the same rate per unit of hundred pounds of milk of like or equal kind or test plus or minus such differentials as are equitable and/or fixed by law by reason of butterfat content, special grade, quality, location, certifications and/or other factors which result in the purchaser paying or the cooperative receiving a greater or less net return for the milk.

7. Before any payments are made to Producer, all moneys due the Cooperative shall be first deducted.
8. The administrative cost of the Cooperative shall be defrayed in a manner prescribed by the By-Laws of the Cooperative as such By-Laws currently exist or shall from time to time be amended in order to equitably accomplish this purpose; and such By-Laws are incorporated in this Contract by reference and made a part hereof as if set forth in full.
9. Payments for milk, after making deductions of all necessary selling or other costs and expenses and allowances or differentials which may be provided for in the contract with the purchaser, or provided for in federal or state milk marketing orders which may be in effect governing the pricing of milk, or provided in the By-Laws of the Cooperative, shall be made on or before the 25<sup>th</sup> day of the month following the date of delivery of the milk.
10. It is mutually agreed that this contract shall run until its anniversary date, and at the end of such period it shall automatically renew itself for a one-year period, and thereafter annually, unless either party shall give to the other written notice of termination during the 30-day period immediately preceding 60 days prior to the first day of the month in which the annual anniversary date occurs.
11. Neither party to this Agreement shall be liable or responsibly to any other party hereto for any failure to deliver or to pick up or receive milk hereunder or for any loss of damage covered or arising from such failure, where such failure is due to the Act of God or any other cause beyond the reasonable control of party or parties involved.
12. This Agreement is intended to constitute a marketing contract as provided by law, and the Producer, by the execution of this Agreement, confirms his membership in the Cooperative and authorized the Cooperative to perform any and all of the services and operations in his behalf, authorized or permitted by law, and as to the Cooperative, it shall bind its successors or assigns.  
WITNESS, the Corporate Seal and the signature of an authorized officer of the Cooperative, and the signature of the Producer.

Tel # \_\_\_\_\_

County: \_\_\_\_\_

Producer: \_\_\_\_\_

Township: \_\_\_\_\_

President: \_\_\_\_\_

Social Security # \_\_\_\_\_

Producer # \_\_\_\_\_

Witness: \_\_\_\_\_