

Note: Please use this document only as a guide to develop contracts between grain growers and processors (malthouses). This is not intended to serve as a legally binding document. When developing contracts – you may want to enlist legal counsel for guidance and/or resource personnel from the Michigan State University [Farm Management Team](#). Please contact Ashley McFarland @ (906) 439-5176 or ashleymc@anr.msu.edu with questions regarding this document.

DRAFT

Malting Barley/Malthouse Agreement

Agreement entered on _____ (date) between _____
(hereinafter referred to as grower) and _____ (hereinafter referred to
as purchaser).

Grower

Purchaser

Address: _____

Address: _____

Town/State: _____

Town/State: _____

Phone #: _____

Phone #: _____

Mobile #: _____

Mobile #: _____

1. Purchaser agrees to purchase _____ (acres or bushels) of Michigan grown _____
(variety) malting barley from Grower at a price of \$ _____/bushel of grain that meets
quality specifications (see #3).
2. Grower agrees to deliver barley to _____ (location) by _____ (date).
Purchaser has the right to decline any grain not meeting these stipulations. Pick-up of grain may
be available by purchaser at an expense of \$ _____/mile, but must be established at time
of contract.
 - a. (Optional) Transportation responsibility by purchaser at agreed rate of \$ _____/mile
for _____ miles.
3. Grain must meet the following specifications or incur outlined dockage to price:
 - a. Germination minimum _____% (dockage factors)
 - b. Plump minimum _____% (dockage factors)
 - c. Test weight minimum _____ lbs. (dockage factors)
 - d. Moisture maximum _____% (dockage factors)
 - e. Protein maximum _____% (dockage factors)
 - f. DON maximum _____ ppm (dockage factors)
4. Neither party shall be liable for failure to perform its obligation under this contract if such failure
is caused by fire, strike, or Acts of God such as flooding, hail, frost or other severe weather
problems, or by public enemy or other causes beyond the control of the parties hereto. Should
the said events occur, parties must 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. Purchaser is entitled to acquire all grain under contract not impacted by Act of God failure.

5. Purchaser will determine quality specifications through appropriate methodology within _____ days of receiving sample. The grower will be advised of quality, grade, and selection immediately upon receipt of results.
6. Purchaser has the right of first refusal on the production of barley that exceeds malt production contract.
7. The grower agrees not to use any unregistered pesticides, herbicides, fungicides or desiccants for the production of the crop under this contract.
8. The grower agrees to use certified seed to ensure purity of product.
9. The grower agrees to follow best management practices for crop outlined by Michigan State University Extension Bulletin GMI-035.

Signatures of responsible parties:

_____	_____
Grower	Date
_____	_____
Purchaser	Date

Other considerations:

- Storage of grain: Will the grower be required to store and deliver upon need by purchaser, or will purchaser provide storage? There may be financial implications of either of these scenarios.
- Is the responsibility of cleaning the grain (initial cleaning to remove chaff, debris, etc.) the responsibility of the grower or purchaser?
- Are there other specifications required by the grower beyond those outlined in #3?
- To clarify #6, refusal may occur if (for example) 100 acres were contracted, but because of extremely high yields, the total crop exceeded what the grower was able to purchase. This stresses the importance of being explicit in the contract language to minimize any conflict at the time of sale.
- Purchasers may determine specific management practices (as suggested in #9), although these may be very difficult to enforce. MSU best management practices have not been developed for organic systems.