Land Use Agreement

______________________________________________, (Producer), having a confined feeding operation located at _____________________________, agrees to apply manure for use as a fertilizer to land owned by _______________________ (Contractor), under the following terms and conditions:

1. The Producer will manage, including storage, transport and spreading the manure, to ensure that there is no discharge from the manure to surface waters, including but not limited to ditches, streams, ponds, lakes, rivers and drainage inlets.

2. The Producer will land apply the manure in accordance with accepted agronomic rates of the receiving crop based upon soil samples (taken within the previous three years) provided by the Contractor.

3. The Producer will provide to the Contractor a written total of the amount of manure applied and the location of application, within one week of completion of the application.

4. The Producer will provide the Contractor laboratory results of the manure, including but not limited to, total available nitrogen, total and/or available phosphorus, and total potassium.

5. The Producer disclaims any warranties, expressed or implied with respect to the manure, including warranties or fitness for particular purpose or merchantability.

6. The Producer will review this agreement with the Contractor.

7. This agreement may be terminated by either party upon fourteen days notice.

IN WITNESS WHEREOF, the parties agree to this agreement and have set their hands and seals on the date(s) indicated.

PRODUCER

_____________________________  
Date ________________________

CONTRACTOR

_____________________________  
Date _________________________