

00001

INSTALLMENT SALES CONTRACT
This Contract is for use by "Cash Basis" Taxpayers Only.

DATE _____

THIS AGREEMENT, made and entered into by and between Company Name, with it principal place of business at Address ("Buyer") and whose principal place of business is at ("Seller"),

The parties hereto hereby promise and agree as follows:

Table with 5 columns: KIND OF GRAIN, GRADE, NET BUSHELS, PRICE, AMOUNT. Includes a large 'DRAFT' watermark.

TOTAL GROSS AMOUNT:
LESS DEDUCTIONS:
NET AMOUNT:

- 2. PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.
3. INTEREST: Buyer hereby promises and agrees to pay interest on the stated purchase price herein from the date hereof upon the unpaid balance due at the rate of % percent per annum.
4. INSTALLMENT PAYMENTS: Buyer hereby agrees that the purchase price, together with accrued interest, if any, shall be paid in the following amounts on the following dates:

\$ on Date
\$ on Date
\$ on Date
\$ on Date

- 5. LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain free of all liens, encumbrances or security interests of any kind except as follows:
6. TITLE: Title to the grain shall pass to the buyer at time of delivery.
7. MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and Applicable state law.
8. TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.
9. ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the and that judgement may be entered on the arbitration award in any court of competent jurisdiction.
10. BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties.
11. FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this _____ day of _____ (month), _____ (year).

NOTICE TO SELLER OF FINANCIAL RISK
Your state requirements printed here on 'credit sale' contracts
Seller _____ (AUTHORIZED SIGNATURE(S)) _____ DATE

Company Name

BUYER: _____ (Authorized Signature(s)) _____ Date

SELLER: _____ (Authorized Signature(s)) _____ Date