

2024 COVER CROP GROWER AGREEMENT

THIS AGREEMENT is made this day of _____, 2024_ by and between No-till on the Plains (NTOP) with a place of business located at 672 Avenue L, Protection, KS 67127 and _____ (“Farmer”) with a mailing address at _____.

NTOP and Farmer are collectively referred to herein as “Parties,” in singular or plural usage, as required by context.

WHEREAS, Farmer and NTOP are working together on a sustainable cover crop program (the “Program”) with Upfield North America (Upfield);

WHEREAS, as part of the Program, Upfield will be working with NTOP to coordinate and implement the growing of cover crops with farmers;

WHEREAS, Farmer would like to participate in the Program by planting cover crops;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. Pursuant to this Agreement, **Farmer** agrees to:

- A. **Plant** up to and be compensated for a total _____ acres of cover crop (e.g., cereal rye, wheat, etc.) between April 1, 2024, and November 8, 2024; 40-acre minimum and 1,500-acre maximum, per producer.
- B. **Receipts**: By no later than November 15, 2024, for all 2024 planted cover crops, confirm the total number of acres of cover crop planted and provide to NTOP all cover crop seed and/or planting receipts; by no later than November 15, 2024.
- C. **Learning Event**: During 2024, attend at least one educational event hosted by NTOP such as a field day, annual conference, farminar (online webinar), shared learning call, or an approved cover crop event hosted by another organization;
- D. **New to cover crops**: receive a consultation from NTOP staff or another cover crop farmer;
- E. **Field Maps**: By November 15, 2024, provide FSA-578 documentation including FSA-certified maps to NTOP to certify acres farmed.
- F. **Production Survey**: Complete a survey or phone interview detailing Farmer’s 2024 production data as needed and the creation of a Fieldprint Calculator account. If Farmer already has a Fieldprint Calculator account, Farmer agrees to grant NTOP delegate access.
- G. **Participate** in any future audits conducted by a third party to verify information given to NTOP or Upfield.
- H. ***** All information must be turned in by November 15 to guarantee payment. *****
- I. ***** Grazing may require picture evidence that the proper cover is left. *****

Section 2. Under this Agreement, **NTOP** agrees to:

- A. **Connect** Farmer with farmer expertise and mentorship;
- B. **Provide** updates to Farmer on available educational opportunities through the NTOP newsletter, website, and social media outlets;
- C. **Be available** to answer Farmer’s questions regarding cover crop agronomy; and

D. **Make payment to the Farmer** once evidence has been provided of cover crop purchase, planting and previous land use (FSA-578). **(All payments will be issued by December 15, 2024)**

Section 3. Provided that Farmer has complied with the obligations outlined in Section 1 A-G, NTOP agrees to:

A. Payment to the Farmer will be issued by December 15, 2024, in the amount of \$20.00 per acre of cover crop that the Farmer planted regardless of other public or private cover crop support.

Section 4. Data Usage. NTOP agrees not to supply Upfield the data they receive from Farmer pursuant to this Agreement except in an aggregated form (in other words, Upfield will not be given any data that individually identifies the Farmer).

Section 5. Methods of Communication. All notices and other communications permitted or required to be given under this Agreement shall be in writing, delivered, and effective as follows to the address specified in this Agreement or at any other address subsequently provided by a notice in compliance with this notice provision: (a) delivered in person, effective upon personal hand delivery, (b) effective on business day after being sent by certified mail, postage pre-paid return receipt requested with written confirmation of receipt, (c) effective one business day after being sent by reliable nationally recognized overnight courier with written confirmation of receipt, (d) on written confirmation of facsimile transmission, or (e) by email or other electronic communication method such as posting on a designated internet portal, effective after the time sent (as recorded on the device from which the sender sent the email) or posted.

Section 6. NTOP shall not be liable to Farmer for any consequential, punitive, incidental or special damages.

Section 7. This Agreement contains the entire agreement between the Parties regarding the Program. This Agreement may not be amended except in a signed writing executed by Farmer and NTOP.

Section 8. This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart in PDF or original form.

Signature page follows.

AGREED AND ACCEPTED:

Farmer

No-till on the Plains

By: _____
Date: _____

By: _____
Date: _____