

## **CONTRACTUAL/PURCHASE AGREEMENT**

This agreement is made on this.....day of..... 20..... at  
(place)..... located at (address).....,  
telephone....., with ID card No.....hereafter called  
“SELLER”, of the one part

AND

....., located at  
(address).....telephone....., with ID card  
No....., represented by..... hereafter called  
“BUYER”, of the other part

WHEREAS the seller has offered to supply the buyer and the buyer has agreed to purchase  
(product).....from the seller on a regular basis, according to the  
following terms and conditions

### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

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#### Obligations of the seller

1. The seller agrees to supply.....kg/lbs of (product).....  
to  
the buyer compliant with the quality requirements set by the buyer indicated in the **Annex 4** of  
this agreement. The delivery of the products shall take place on a constant weekly basis,  
precisely every Friday of the week at.....(place indicated by the parties).

#### 2. Obligations of the buyer

The buyer commits to pay the seller the sum of.....per kg/lb of the agreed  
quality  
(product)..... by (cash/cheque/bank transfer)  
.....

This sum may vary depending to the quality of the (product).....and  
the grade specification set by the buyer showed in the **Annex** of this agreement. ***The parties  
agree to renegotiate the price if the market price at timing of delivery exceeds a range of 10%  
compared to the contracted price.***

3. *Force majeure.* In case where unforeseen situations such as hail, drought, excessive rain, war, fire, civil unrest, and any other reasonable cause, which is beyond the parties' control (the so-called "force majeure" cause) arise affecting the correct execution of this agreement, neither party shall be considered liable of non-performance, losses and damages occurred.

4. *Duration.* This agreement shall have duration of.....years, beginning on the .....day of.....202.....and ending on the .....day of .....202.....

5. *Termination.* The parties may terminate this agreement giving a prior notice of 30 days under the following circumstances:

a. Failure of the buyer to pay the price or breach of any other term of the agreement. In this case, the buyer shall compensate for damages occurred from this non-performance to the seller.

b. Failure of the seller to supply the agreed products or breach of any other term of the agreement. In this case, the seller shall compensate for damages occurred from this non-performance to the buyer.

c. Occurrence of a "force majeure" situation, according to clause 4 that prevent the parties from continuing the fulfilment of the agreement.

6. *Dispute resolution.* Any conflict arising from this agreement shall first be resolved amicably between the parties and if they fail, it will be referred to a mediator to be agreed by the parties among a Community Leader, a Village Elder, a Representative of a Trade Association, or any other trusted person.

7. This agreement is a legal binding between both parties.

**Signature**

Date \_\_\_\_\_

Place \_\_\_\_\_

The seller \_\_\_\_\_

The buyer \_\_\_\_\_

Witnesses \_\_\_\_\_