

ORIGINAL
DUPLICATE

NO. _____

ACRES 10

UTAH-IDAHO SUGAR COMPANY
SUGAR BEET CONTRACT

Blackfoot, IDAHO

1926

THIS AGREEMENT, entered into in duplicate this 1 day of March, 1926, between UTAH-IDAHO SUGAR COMPANY, a Utah Corporation, hereinafter called the SUGAR COMPANY, and Ethan Allen of Blackfoot #3 County of Brigham Idaho, hereinafter called the GROWER.

WITNESSETH: That the Grower shall, during the year 1926, from seed supplied by the Sugar Company only, grow 10 acres of sugar beets and shall deliver and sell the entire crop therefrom to the Sugar Company and the Sugar Company shall buy and pay for the same upon the terms and conditions hereinafter set forth.

1. That the Grower shall prepare and cultivate the said land and harvest the beets grown thereupon in a husbandlike manner and shall deliver all of said beets with the tops closely cut off at the base of the bottom leaf, and shall exercise reasonable care in protecting said beets from frost by covering same with tops, and protect from sun, where necessary, after removal from the ground. The Sugar Company shall furnish the beet seed necessary for the planting of said land at 15 cents per pound to the Grower, and shall plant the same when so requested by the grower at a charge of 65 cents per acre and at the rate of 15 pounds to the acre. Seed furnished by the Sugar Company shall not be planted upon any land not contracted to the Sugar Company. Any seed furnished by the Sugar Company and not planted shall be returned in good order to the Sugar Company not later than July 1st, and the Grower credited therefor.

2. That delivery of beets shall be made as follows: Until and including October 10th, only as ordered by the Sugar Company, and after October 10th the Grower shall deliver without further notification all unharvested beets, the Sugar Company reserving the right to reject beets testing less than 12% sugar. The Sugar Company, at its option, may accept or reject any beets not delivered on or before November 30th, except beets siloed and delivered as directed by the Sugar Company.

3. That all such beets shall be delivered at the expense of the Grower in a manner and condition satisfactory to the Sugar Company, in the sheds at the Blackfoot Factory or on cars at the Blackfoot receiving station. In case of no cars the Grower agrees to unload in piles as directed by the Sugar Company.

4. That the Sugar Company is not obligated to accept diseased, frozen, damaged or improperly topped beets, or beets which do not meet the requirements of this contract.

5. That the weight of the dirt and trash delivered with the beets shall be determined and deducted in the customary manner. To ascertain the quality of said beets, the Sugar Company shall have the privilege at any time during the growing and harvesting season of causing the beets to be sampled and polarized.

6. Settlement for beets will be made as per the following table, and is based on the average sugar in beet and on the average net amount received by the Sugar Company per pound of all sugar sold between October 1st, 1926, and Sept. 30, 1927 produced from the 1926 crop of beets.

Sugar Content	PRICE OF SUGAR PER 100 POUNDS									
	\$ 9.00	\$ 8.50	\$ 8.00	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.50
18.0	12.75	12.04	11.34	10.63	9.92	9.21	8.50	7.79	7.08	6.38
17.5	12.32	11.63	10.95	10.26	9.58	8.90	8.21	7.53	6.84	6.16
17.0	11.89	11.23	10.57	9.91	9.25	8.59	7.93	7.27	6.60	6.00
16.5	11.47	10.83	10.19	9.55	8.92	8.28	7.64	7.01	6.37	6.00
16.0	11.05	10.43	9.82	9.20	8.59	7.98	7.36	6.75	6.14	6.00
15.5	10.63	10.04	9.45	8.86	8.27	7.68	7.09	6.50	6.00	6.00
15.0	10.22	9.65	9.09	8.52	7.95	7.38	6.81	6.25	6.00	6.00
14.5	9.81	9.27	8.72	8.18	7.63	7.09	6.54	6.00	6.00	6.00
14.0	9.41	8.89	8.37	7.84	7.32	6.80	6.28	6.00	6.00	6.00

Prices of beets for combinations not shown in the tables (including fractional parts) will be increased or diminished in proportion. A payment of \$6.00 per ton will be made on the 15th day of each month for beets delivered during the previous month.

Subsequent settlements shall be computed as of the following dates, and payments made 15 days thereafter; January 1st, 1927, April 1st, 1927, July 1st, 1927, final settlement, October 1st, 1927.

The first, second and third subsequent settlements will be at least eighty per cent (80%) of the full balance due on each date, on that proportion of all beets received from each Grower as the total sugar sold to that date bears to the total sugar produced.

It is further agreed that the Company is hereby authorized to deduct from any moneys coming due for beets delivered under this contract, the sum of 2c per ton on all beets delivered by the grower hereunder as service charges for the Beet Committee of the Idaho State Farm Bureau Federation for the year 1926, and to pay such sum to said Committee, unless the grower notifies the company in writing at its office, between the 1st and 31st days of August, 1926, inclusive, not to make such deduction.

7. The Grower may, at his own expense, have representatives (weighmen, taremen, accountant and chemist) in scale house, tare room and laboratory to inspect weights and work done, and to check, prior to Oct. 10, 1927, the net amount received by the Sugar Company for sugar sold, such representatives to be experienced in the line of work to be performed and satisfactory to the Sugar Company.

8. The sugar content of the beets for basis of settlement, as per table and contract, shall be determined by the campaign average of the cosettes in all of the company's factories in Idaho.

9. It is agreed that the price per ton of wet pulp from 1926 sugar beets, as weighed on the scales of the Sugar Company at its pulp silo, shall be as follows: October, November and December 50c; January and February 60c; and thereafter 75c.

10. Any advances made to the Grower by the Sugar Company, either in seed, money or otherwise, shall constitute part payment for the beets grown and delivered, and the Grower agrees that the same shall be deducted from the initial or any subsequent payment to him, or shall be paid by the Grower in cash; any and all money or other obligations payable from the Grower to the Company shall be deemed secured by a first lien on the crop of beets above referred to.

11. No agent of the Sugar Company is authorized to make any alterations, erasures or additions to this printed form of contract.

12. This agreement shall bind both the Grower, his heirs and legal representatives, and the Sugar Company, its successors and assigns, and shall not be transferable by the Grower without the written consent of the Sugar Company, its successors and assigns.

UTAH-IDAHO SUGAR COMPANY,

By Jan Duckworth Agent.

Ethan Allen Grower.

Grower

P. O. Address.

Blackfoot #3