

Contraction of the Contraction

1974 Census of Agriculture

U.S. Department of Commerce BUREAU OF THE CENSUS

U.S. Department of Agriculture ECONOMICS, STATISTICS, AND COOPERATIVES SERVICE

Volume IV

CROPS AGRICULTURE D'VISION DONALD R. JAHNKE

Agricultural Production and Marketing Contracts

Special Reports

Issued February 1979

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1974 Census of Agriculture





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REPORTS OF 1974 CENSUS OF AGRICULTURE

Preliminary Reports. Four pages of data published separately for each county having 10 farms or more, and for each State, the four geographic regions, and the United States. The statistics printed in these reports are superseded by those in the final reports, Volumes I through IV.

Volume I. State and County Data. One for each State, the United States, Puerto Rico, Guam, and the Virgin Islands, covering the area and its subdivisions. The reports for the States contain data for all farms and farms with sales of \$2,500 and over. Chapter I contains detailed data at the State level classified by size of farm, tenure and age of farm operator, type of organization, value of products sold, and major type of farm; Chapter II, county data summarized by subject; Chapter III, county data by subject for miscellaneous crop and livestock items found in relatively few counties; Chapter IV, county data by county.

Volume II. Statistics by Subject. Nine parts containing data for the United States, geographic regions and divisions, and States, for all farms and farms with sales of \$2,500 and over.

Volume III. Agricultural Services. Data by county for each State covering establishments whose primary activities are providing agricultural services. Data at the U.S., State, and county levels for all establishments are presented for selected four-digit standard industrial classification codes by size and type of organitration and Field Operations, directed the early stages of planning for the census.

This report was prepared in the Agriculture Division under the general supervision of Orvin L. Wilhite, Chief, and Arnold L. Bollenbacher, Assistant Division Chief, Thomas D. Monroe, Chief of the Livestock Statistics Branch, assisted by James T. Cowan and James C. Vogelsang was responsible for the overall planning including the specifications for editing and tabulations. Linda J. Hutton prepared the computer programing for the tabulations. The statistical tables were reviewed and the text was prepared by James C. Vogelsang. Regina E. Lindsey provided editorial services and liason in the publications area. Charles E. Rogers and David D. Chapman provided the sample selection specifications.

Allen J. Blackburn, under the direction of Stephen W. Schobel, prepared the computer specifications for editing and, with the assistance of James D. Pizzola, performed the computer edit programing.

The Data Preparation Division in Jeffersonville, Ind. under the direction of Don L. Adams, Chief, assisted by **Rebecca Nesbit**, performed the data keying and a large portion of the clerical operations for this report. William A. Harlan and Arlon M. Scott were responsible for the technical direction. The computer processing facilities used were under the general supervision of Thomas C. Dinenna, Chief of the Computer Services Division.

Within the Publication Services Division, many individuals made significant contributions in the areas of publication planning and design, editorial review, composition, and printing procurement.

zation. Data shown include dollar volume of business, gross receipts from products provided, gross receipts, labor and payroll by type of service performed, capital expenditures, and expenditures for electricity, gasoline, petroleum, and other fuels.

Volume IV. Special Reports.

Part 1. Graphic Summary. Profiles the Nation's agricultural system in a series of U.S. maps, a number of which are printed in color. The characteristics of America's farms in 1974 are illustrated for crops, livestock, and many other characteristics.

Part 2. Ranking Counties and States. Reports on the top ranking 100 counties and 10 States in descending order of importance for 88 selected items for 1974 with comparative data for 1969.

Part 3. Coverage Evaluation. Shows the completeness of the agriculture census for States, geographic divisions, and the United States. Data also show the characteristics of farms missed by value of sales and by selected standard industrial (type-of-farm) classifications. Sampling reliability of the estimate of coverage is shown by value of sales classifications.

Part 4. Procedural History. A comprehensive summary of the procedures used in conducting the 1974 Census of Agriculture in the 50 States, Puerto Rico, Guam, and the Virgin Islands. The history explains the procedures used from early planning and testing through tabulation and publication of the final reports. This survey was sponsored by the National Economic Analysis Division, Economic, Statistics, and Cooperatives Service of the U.S. Department of Agriculture. Bruce H. Wright, Donn A. Reimund, and J. Rod Martin gave generously of their time in establishing data requirements and priorities for this survey.

Special tribute is paid to the farm and ranch operators and other people associated with the contracting of agricultural commodities who furnished the information requested in the survey. Only through their cooperation was it possible to collect and publish the data in this report.

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Part 5. Corporations in Agricultural Production. Presents U.S. and selected State data on farm production characteristics and nonfarm business activities for corporations reporting agricultural operations, including the proportions of business receipts from farm, farm-related, and nonfarmrelated business activities. Where appropriate, production characteristics are related to corporate characteristics.

Part 6. Partnerships in Agricultural Production. Reports in depth on characteristics of farm partnerships for 1976 for the United States, with selected data for States. The survey data are based on a sample of partnerships selected from the 1974 Census of Agriculture. Where appropriate, related characteristics reported in the 1974 census are shown. The report has been prepared in cooperation with Economic Statistics and Cooperative Service, U.S. Department of Agriculture.

Part 7. Agricultural Production and Marketing Contracts. Presents detailed information on eight commodities produced and/or marketed under production and marketing contracts in 1977: Feeder and stocker cattle, fattened cattle, feeder pigs, slaughter hogs, broilers, layers, tomatoes, and potatoes. Data are presented for groups of States comprising areas of concentration, based on samples of farms reporting contracts in the 1974 Census of Agriculture. The report has been prepared in cooperation with the Economic Statistics and Cooperative Service, U.S. Department of Agriculture.

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INTRODUCTION

Authority, Area Covered, and History

The 1974 Census of Agriculture was taken in accordance with the provisions of title 13, United States Code, reaffirmed by section 818 of the Agriculture and Consumer Protection Act of 1973 (Public Law 93-86). Sections 142(a) and 191 of title 13 provide for a census of agriculture every 5 years in each State, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands. The 1974 census is the 20th nationwide census of agriculture and the second conducted primarily by mail.

Source of Data

All data presented are from the 1977 Contract Survey which was conducted in late 1977. This survey was conducted by the Bureau of the Census in cooperation with the Economics, Statistics, and Cooperatives Service (ESCS) of the U.S. Department of Agriculture (USDA).

The principal items included in the report forms were determined in meetings with the ESCS and from written suggestions received from USDA staff members located in areas where contracting of the commodities is a common occurence.

In August 1977, draft versions of the report forms were field tested in a limited number of interviews conducted by professional staff members of the Agriculture Division and several staff members of ESCS, who also obtained the respondents' reactions to the purpose and content of the survey. Based on results of the field test and comments received from the professional staff, the finalized version of the eight report forms (A70 to A77) were mailed to the selected sample of respondents in early October with two subsequent followup mailings. The original mailout was comprised of 5,475 report forms.

Unpublished Data

Essentially all data collected in this survey has been presented in the accompanying tables. Exception to this occurs with regard to the data collected for fattened cattle contracts. The problems encountered in this phase of the survey will be discussed in Limitations of the Survey Data.

Historical Data

Since 1960, the census of agriculture has attempted to gather data on the use and characteristics of contracts in a number of surveys or censuses. The majority of these efforts, however, concentrated on tabulating the incidence of various commodities being produced or marketed under contract arrangements rather than the collection of data regarding contract characteristics. In the 1960 Sample Survey of Agriculture, approximately 147,000 (4.5 percent) of all farm operators reported that they had contracts relating to the production or marketing of 1 or more of 14 selected farm products.

Contracts or agreements were reported by an estimated 141,000 farms (6.5 percent) of farms with sales of \$2,500 or more in the 1965 Sample Survey of Agriculture. A majority of these contracts involved the production of poultry or fruits and tree nuts.

The 1969 Census of Agriculture tabulated 156,000 contracts on farms with sales of \$2,500 and over. Information was obtained for production and marketing types of contracts.

Volume I, Part 51, United States Summary and State Data, presents data regarding contract usage as collected in the 1974 Census of Agriculture. The data reported involved type of contract, type of contractor, items furnished by contractor, amount received, and whether the amount received was specified in the contract.

No directly comparable historical data, however, exist for the 1977 Contract Survey.

Office Processing

The report forms for all respondents were reviewed prior to keying the data to magnetic tape. This involved a clerical screening of the forms for completeness as well as a review by professional staff members of any unusual data problems. Telephone calls were made to those respondents whose reports were significantly incomplete or whose contract status was uncertain. Upon completion of this review, the data were keyed to magnetic tape and subjected to the computer edit program for consistency checks. Any inconsistencies were identified by the computer and edit listings were produced to be clerically reviewed. Corrections made at this stage of processing were then carried to the computer record. Following the edit review, the data were tabulated. The table review stage consisted of verifying the data and making adjustments to correct minor discrepancies.

Abbreviations and Symbols

The following symbols are used throughout the tables:

Represents zero. NA Not available.

GENERAL EXPLANATION

Background

Perhaps the most obvious trend in the development of the agricultural industry in America has been the movement from complete subsistence farming of the colonial era to the highly specialized farming of today. Until the late 1800's most products grown on the American farm were consumed there. In contrast, today's farmers actually consume very little of the commodities they produce and rely on the market to assimilate all or nearly all of their production.

Advancements in technology in the last 30 years have enabled farmers to increase the productivity of their operations through increased acreage and specialization. In adopting this technology, the farmer has had to make a significantly larger financial investment of both production and capital costs. During the same period, techniques of food processing, distribution, and marketing have also become more specialized. Markets increasingly are requiring a more uniform supply and standardization in quality of product.

To meet these marketing needs, large processors have arranged various kinds of contracts with producers to ensure the quantities and qualities of products required. On the other hand, producers faced with a lack of financial resources or with increasing financial risks at the market place often view contracts as a means of stabilizing their incomes. Thus, the use of production and marketing contracts have increased significantly in recent years.

Simply stated, a contract is a written or oral agreement between the farmer and another party that specifies one or more conditions of the production and/or marketing of an agricultural commodity. Certain agricultural products tend to be contracted more than others depending on the nature of the production and marketing practices for the commodity in question.

Tabulations of the 1974 Census of Agriculture indicated the extent of use of production and marketing contracts by farmers as a means of channeling commodities to market. Approximately 156,000 farm operators reported the use of production or marketing contracts. This represents 9.2 percent of farms with sales of \$2,500 and over in the United States. However, specifics regarding the nature and characteristics of contractual arrangements were lacking. The purpose of the 1977 Contract Survey was to provide this specialized information on contracts for a select group of commodities by collecting data on the methods used to initiate a contract, the terms of individual contracts, and the provisions for variation in quantity and quality produced. Additionally, data were obtained on the type of organization of farm business and the farm income of those surveyed having legitimate contracts. The grounds for terminating the contracting arrangements were requested for those reporting no contract in 1977.

Due to the range, variability, and the complexity of contractual arrangements and to facilitate the collection of meaningful data, the survey was limited to eight commodities commonly produced under contract as reported in the 1974 Census of Agriculture. The commodities selected were feeder or stocker cattle, fattened cattle, feeder pigs, slaughter hogs, broilers, chicken eggs, tomatoes for processing, and potatoes. Eight separate report forms were used with questions tailored to each commodity.

This approach was employed for making the questions more direct and easing the job in completing the report form. The similarities among the general content of the report forms, however, still enable the comparison of contractual arrangements used for the different commodities. Copies of the report form used in each survey follow the tables for each commodity.

The collection of data for the 1977 Contract Survey was limited to selected regional areas. Those respondents reporting a contract for one of the eight commodities on the 1974 Census of Agriculture were subjected to the sampling procedure based upon their regional location. Descriptions of these regions are graphically presented in the U.S. maps that preface the tables for each commodity. Note should be taken that the regions surveyed vary by commodity. The use of regional definitions permitted the concentration of data collection efforts in those areas of the United States where the use of contracts for the specific commodity is prevalent, and minimized the size of the sample required.

Sample Selection

The sampling procedure used for the contract survey provided a total mailout of 5,475. All cases were selected from farms with more than \$2,500 in sales and with a contract reported on their 1974 Census of Agriculture report forms for the commodity being surveyed.

Regions were selected where contract usage for the commodity was more highly concentrated. Samples were drawn for

each commodity in the predefined regions. Once an individual farm was selected to receive a particular report form, the farm record was no longer eligible to be sampled for a second commodity grown under contract. This action had a negligible effect on the sample selection, however, as few respondents reported 1974 contracts for more than one of the eight commodities.

The number of States to be sampled, the priority employed in selecting an individual reporting more than one of the eight commodities under contract, and the sample size of each commodity surveyed were:

States sam- pled	Commodity and priority	Sam- ple size
21 Tor	matoes for processing (1) .	532
27 Pot	atoes (2)	805
28 Fee	eder pigs (3)	283
28 Sla	ughter hogs (4)	344
25 Fat	tened cattle (5)	144
27 Fee	eder cattle (6)	433
37 Chi	icken eggs (7)	1,173
24Bro	oilers (8)	1,761

Collection Procedures

The contract report forms were mailed to the respondents on October 14, 1977. Following the original mailout, there were two mail followups which took place at approximately 2-week intervals. The data collection activities conducted by mail resulted in total receipts for all form types of 3,788. Following the mail collection activities, telephone interviews were conducted to attain a minimum response rate of 80 percent in each of the selected regions for each commodity. There was no reason to believe that the nature and characteristics of the response for the remaining 20 percent of these individuals mailed survey forms would differ from the 80 percent responding. Hence, for reasons of economic feasibility and expediting data processing, this acceptable response rate of 80 percent was utilized. The telephone followup interviews were conducted by staff members of the Jeffersonville and Washington offices of the Bureau of the

Census and resulted in 647 additional receipts for a total response of 4,435 (81 percent).

Limitations of the Survey Data

This survey was designed to collect specialized information on contract characteristics and usage. The choices of commodities surveyed and the design of the report forms facilitated the accomplishment of this objective, but at the same time precluded the meaningfulness of expanding the data to reflect contract characteristics of all farmers in the United States who utilize contracts. Hence, the data as presented represent only totals for each of the eight commodities surveyed and in no way have been expanded to represent all individuals utilizing contracts for the commodities in guestion.

All farm operators chosen for this survey reported the use of a contract in 1974 for the production or marketing of one of the eight commodities being enumerated. A brief review of early survey receipts, however, indicated that a sizable number of respondents had either misunderstood and misreported contract usage on their 1974 census reports or did in fact utilize contracts in 1974, but were no longer producing or marketing the commodity under contract in 1977. Final tabulations of all respondents indicate the latter case to be true in approximately one-third of the cases. Table 1 presents data regarding the number of contracts reported active in 1977, the number of contracts reported terminated prior to 1977, and the grounds for their termination.

Entry into and exit from contract usage was more pronounced with certain commodities than it was with others. In the case of fattened cattle, the survey size of 144 cases produced only 9 active contracts for calendar year 1977 and 55 respondents reporting the termination of their fattened cattle contracts prior to 1977. As a result, the presentation of fattened cattle data in the same table format as employed for the remaining seven commodities would not be meaningful.

The data as published represent the reported data with only inconsistencies reviewed and corrected. Minimal imputation of data was performed during processing.

Definitions and Explanations

For exact wording of the questions and instructions in the survey forms, see the reproductions at the end of the tables for each commodity surveyed.

Farm-The 1974 Census of Agriculture farm definition was employed for this survey and was stated as "all land on which agricultural operations were conducted under the day-to-day control of an individual management, and from which \$1,000 or more of agricultural products were sold or would normally have been sold during a year."

Farm operator—Again the 1974 Census of Agriculture definition was used which was "a person who operates a farm, either doing the work himself or directly supervising the work."

Contract—In this survey a contract was defined to be a binding agreement, which may be either written or oral, between the farm operator and another party that specifies one or more conditions of the production and/or marketing of one of the eight commodities surveyed.

Table 1. Contracts Active in 1977 and Contracts Terminated Prior to 1977

			Contracts		Grounds for t	termination	
	Total	1977 contracts	terminated prior to 1977	Individual decision	Group decision	Joint decision	Decision by contractor
Feeder cattle	339	89	103	81	5	10	7
Fattened cattle	116	9	55	45	5	3	2
Feeder pigs	234	132	70	۰ 55	4	7	4
Slaughter hogs	281	56	154	133	4	6	11
Broilers	1,408	1,056	337	272	5	15	45
Chicken eggs	930	557	320	269	7	21	23
Tomatoes for processing	425	280	134	109	3	5	17
Potatoes	640	359	218	190	5	5	18

Contractee/producer—These terms are used interchangeably throughout this survey in referring to the farm operator that is the party of the contract responsible for producing or raising on his place one of the eight commodities surveyed.

Contractor—The contractor is the party offering the agreement to the producer and who will, at a point in time, gain ownership of the commodity in question.

Additional definitions used in the 1974 Census of Agriculture are published in Volume II, Part 1, General Information: Procedures for Collection, Processing and Classification.

Summary of Findings

Production Versus Marketing Contracts

A frequently employed categorization of contract arrangements is that of production versus marketing contracts. In general, production contracts are agreements whereby the contractor supplies some or most of the inputs for production and generally the terms of this contract are very specific in nature. Conversely, the contractee is limited in the degree of control over the amount produced and the production practices of the commodity under contract and generally provides such production inputs as labor, utilities, housing, machinery and/or equipment. A major advantage of production contracts is that the contractee bears a minimum of risk in undertaking the contract with the price to be received generally agreed upon prior to or during the production period. The price received by the contractee generally does not reflect the full market value of the commodity (see table 7). Additionally. the individual utilizing a production contract, in many cases, would not grow or produce the commodity unless the contractual arrangement existed.

The terms of marketing contracts, however, are generally dominated by the contractee with the primary responsibility of the contractor being to provide the market for the commodity. The contractee or producer is free to employ a high degree of entrepreneurship in the production of the commodity and is thereby compensated by a payment more reflective of the market value of the product.

Although classification of contracts into production or marketing is not exact, based on data for seven commodities shown in this report, it is possible to classify the contracts of certain of the commodities as being production or marketing oriented. In the case of broilers, for example, the key terms of the contract appear to be determined by the contractors, a major share of the production items are furnished by the contractors, and the determination of the payment to be made is dominated by them. The contractee exercises a minimum degree of control over broiler production with the major inputs supplied by the farm operator being labor and housing. The average unit price the producer receives is also low compared to a broiler's market value. Hence, broiler contracts tend to be production contracts rather than marketing contracts.

In contrast, the terms and production inputs furnished as tabulated for feeder and/or stocker cattle contracts are dominated by producer decisions. Also, the price received by the producer closely approximates the market price of the cattle. These contracts tend to be classified as marketing contracts.

Tabulations of the slaughter hog contracts give no clear indication of

production or marketing contracts being dominant. As true with many commodities, both types of arrangements are possible and actually occur in slaughter hog contracting. Identifying slaughter hog production contracts as those in which the contractor furnishes both the feeder pigs and feed, and defining marketing contracts as those in which the producer furnishes both the feeder pigs and feed resulted in the tabulation of 32 production contracts and 18 marketing contracts. The remaining slaughter hog contracts reported the contractor supplying either the feeder pigs or the feed, but not both, while the producer furnished the other input. Hence, these contracts are not easily classified as being one or the other. A comparison of the contract characteristics of timing, terms, and production items furnished for production and marketing contracts can be seen in tables 2, 3, and 4.

A comparison of the timing characteristics of the two types of contracts indicate that agreement is reached prior to production on contract specifics, price determination, and contractor ownership of the product for the production contracts while marketing contracts indicate that agreement on these issues generally occurs sometime after production begins. The terms of production and marketing contracts emphasize the respective domination by contractor and producer of each type of contract. The producer, however, is more dominant in dictating the terms of marketing contracts than the contractor is in dominating the terms of production contracts.

Excepting slaughter hogs, the timing, terms, and production items furnished for the remaining commodities surveyed are predominantly marketing or production oriented, but not split between the two types of arrangements.

Table 2. Timing of Marketing and Production Contracts for Slaughter Hogs

[Fa	rms with mar	keting contra	ects		Fa	rms with pro-	duction contra	acts		
	Total	Before production period	During production period	At delivery or within one week	product was	Not applicable	Total	Before production period	During production period		After product was marketed	Not applicable
				· ·								
Contract agreed upon	16	6	9	1	(NA)	(NA)	31	30	1	-	(NA)	(NA)
Price or payment agreed upon	18	3	6	7	2	(NA)	32	20	j	4	7	(NA)
Part cash payment received	17	2	1	8	4	2	32	-	1	3	21	7
Final cash payment received	18	-	-	8	10	(NA)	30	-	-	2	28	(NA)
Contractor assumed ownership	17	1	~	11	5	(NA)	29	23	1	4	1	(NA)

		Far	ms with man	keting contr	acts		Farms with production contracts							
Γ			Terms me	ade by					Terms m	de by				
	Total	Contractor	Producer	Producer and contractor	A producer organi- zation	ltems were specified in contract	Total	Contractor	Producer	Producer and contractor	A producer organi- zation	Items were specified in contract		
Number produced	16	1	11	2	2	7	28	8	3	17	-	16		
Date placed on feed	16	-	16	-	-	-	27	10	5	12	-	15		
Breeds or types of hogs	16	-	16	-	-	-	28	16	1	11	-	7		
Amount of feed	16) -	16	-	-	-	28	18	2	7	1	7		
Analysis of feed	16	-	16	-	-	-	28	24	-	3	1	11		
Special type of equipment Frequency/extent of disease	17	1	16	-	-	1	28	1	13	13	1	6		
control	17	1 1	16	-	-	1	28	7	3	18	-	13		
Type of disease control	16	-	16	-	-	-	28	13	1	14	-	12		
Ending of feeding Production practices other than	16	-	13	3	-	1	29	12	3	14	-	13		
disease control	17	1	16	-	-	1	26	9	3	14	-	12		
Rate of delivery of hogs	16	1	9	5	1	7	26	11	6	9	-	7		
Price terms	17	2	2	8	5	13	26	13	1	12	-	22		
Other	-		-	-	-	-	1	- 1	-	1	-	1		

Table 3. Terms of Marketing and Production Contracts for Slaughter Hogs

Table 4. Production Items Furnished for Marketing and Production Contracts for Slaughter Hogs

			Farm	s with mar	keting co	ntracts		Farms with production contracts								
		Contract	Iter	n furnishe	d by		d of paym ms furnish contracto	hed by		Contract	Iter	n furnished	d by	Method of payment for items furnished by contractor		
	Item Was appli- cable to contract	who	Pro- ducer	Producer and con- tractor	Con- tractor	No charge	Open account	Cash on delivery		specified who furnished item	Pro- ducer	Producer and con- tractor	Con- tractor	No charge	Open account	Cash on delivery
Feeder pigs	18	3	18		-		-	-	32	29	- 1	-	32	25	7	-
Feed	18	3	18	-	-	-	-	-	32	31	-	-	32	25	7	-]
Chemicals for disease and pest control	18		17				_	_	31	27	ļ _	3	28	22	9	-
Labor		4	18	-	-	-		-	32	27	31	-	-	-	-	-
Transportation to market		ż	15	1	2	1 1	1	1	29	23	8	1	20	17	4	-
Processing and/or packing		1	1	-	3	3	-	-	3	1	- 1	-	3	3	-	-
Technical assistance	11	4	10	1	-	1	-	-	25	21	2	2	21	22	1	- 1
Machinery and/or equipment	18	3	17	-	-	-	-	-	30	24	27	-	-	-	-	-
0ther	7	2	7	-	-	- 1	-	-	20	19	16	1	3	2	2	-

Longevity of Contract Utilization

The act of producers terminating their usage of contracts was discussed earlier, see Limitations of the Survey Data. The length of time of contract usage for those who terminated their contracts prior to 1977 was not determined in the survey. Table 5, however, indicates the length of time individuals reporting contracts for 1977 have utilized such arrangements.

Forty-four percent of the respondents have grown their commodity under contract for more than 10 years. Individual commodity responses for this inquiry ranged from 11 percent of the slaughter hog producers to 70 percent of the tomatoes for processing.

Consideration must be given to the length of time that it has been common

practice to utilize a contract to produce and/or market each commodity prior to drawing any conclusions from the data in table 5. The extent of contract usage table in the individual commodity chapters attempts to measure this factor.

Closely related to the concept of contract longevity is the general satisfaction expressed by the producer regarding the terms of the contract. Table 6 presents data on those respondents that expressed general satisfaction over the production and marketing terms of the contract and those that plan to continue to use contracts.

The majority of respondents to all commodities expressed general satisfaction with their contract terms and this fact was reinforced by the majority of them reporting plans to continue contract usage.

fable 5. Contract Longevity

			by years nder conti	
	Total farms	l to 5 years	6 to 10 years	
Feeder cattle Feeder pigs Slaughter hogs Broilers Chicken eggs Tomatoes for	83 129 55 1,011 526	16 47 38 184 133	26 49 11 286 241	41 33 6 541 152
processing Potatoes	278 345	48 79	34 111	196 155

Table 6. Farms Generally Satisfied With Contract Terms

	Satisfied	Satisfied	Will
	with	with pro-	continue
	marketing	duction	contract
	terms	terms	usage
Feeder cattle Feeder pigs Slaughter hogs Broilers Chicken eggs Tomatoes for processing Fotatoes	78 123 46 647 369 172 213	78 127 48 759 442 192 266	67 94 44 719 366 206 280

Contract Characteristics by Size of Operation

The payment determination, other contract characteristics, and operator characteristics tables for each commodity present contract characteristics by size class of contract operations.

The average size of the contract operation, is helpful in qualifying the size classes used. More specifically, the average size data measures the effect of using an open ended classifier for the largest operations. Broilers and slaughter hogs are the only commodities whose average size of operation are located in the largest size class.

Table 7 also provides the average unit price received for the commodity under contract. Previous reference to this data was made in the discussion regarding the price received for production versus marketing contracts. Note should be made regarding tables 43, 45, and 47 for chicken eggs contracted. Since size data were requested in dozens of eggs, a conversion was necessary to obtain number of hens, a more commonly employed unit of measuring when referring to the size of laying operations. An approximation of the size classes measured in hens was obtained by dividing the dozens of eggs by 20.

Although there is an obvious correlation between certain contract operator

Fe Fe Sl

Br Ch To Po characteristics, such as value of products sold in 1977 and the size of the contract operation, there are no apparent differences in the contract characteristics such as payment determination, availability of other contractors, involvement of bargaining associations, satisfaction with contract terms, etc., due to the size of the operation. Hence, there is no readily apparent contract advantage realized by large scale contract operations.

Table 7. Average Size of Contract Operation and Average Unit Price Received

	Average size of operation			Average unit price received			
	U Farms	nit of size measure	Size	Farms	Unit of value measure	Value (dollars)	
eeder cattle	86	Head	423	85	Head	255.43	
eeder pigs	129	Head	913	129	Head	30.22	
laughter hogs	56	Head	1,321	56	Head	63.41	
roilers	1,039	Number	149, 292	1,034	Number	.10	
hicken eggs	551	Dozen	467, 193	551	Dozen	.10	
omatoes for processing	275	Acre	186	275	Ton	54.34	
otatoes	356	Acre	180	353	Hundredweight	2.92	

5

Fattened Cattle

The 1974 Census of Agriculture tabulations reported 447 farmers and ranchers utilized contracts in the production and/or marketing of fattened cattle in 1974. A sample of 144 of these individuals were selected to comprise the 1977 Contract Survey for fattened cattle. Two geographical areas, as defined by the accompanying map, were utilized in the sample selection with 106 cases selected in Region I and 38 in Region II, An attempt was made to exclude commercial feedlots from this survey. This was accomplished by eliminating from the sample selection process 1974 census reports showing 5,000 head or more of fattened cattle sold.

A tabulation of the responses to the fattened cattle survey showed nine contracts being active in 1977. Six of the contracts were from Region I and three were from Region II. This limited enumeration of active fattened cattle contracts precluded the usefulness of tabulating and publishing characteristics in the same format utilized for the remaining seven commodities. A brief summarization of contract data reported, however, may provide some insight into fattened cattle contract characteristics.

Four of the nine contracts reported involved fewer than 50 cattle being fattened. Various arrangements exist for furnishing the primary production items of the contract, feeder cattle and feed. Four contracts indicated the producer provided both of these inputs, a characteristic of marketing contracts. Conversely, three report forms show the contractor furnished the feeder cattle and the producer the feed, while two reports provide incomplete information in this section. Six individuals reported fattening cattle under contract for fewer than 6 vears, two had contracted for 6 to 10 years, and one for more than 10 years. Finally, in the opinion of these producers reporting contracts, less than 25 percent of the cattle fattened in their areas are fattened under contract.

The remainder of those responding to the survey reported to have either terminated their previously existing contract agreement, or indicated they had never raised fattened cattle under contract. Fifty-five one-time producers reported they had discontinued their contract arrangement with forty-five of these individuals doing so based solely on their own decision. The high percentage of contract termination is indicative of the dynamic aspect of fattened cattle contracts with constant entry into and exit from their usage.

A relatively sizable number of individuals indicated they had never grown fattened cattle under a contract agreement. The validity of these responses were questionable since the basis for sample selection was reported contract usage for fattened cattle in 1974. A sample of 28 cases from this group was recontacted via telephone to verify their status with regard to contract usage. As a result:

- 1. 21 of the sample confirmed that they never fattened cattle under contract.
- 2. 7 of the sample confirmed having had active contracts in 1974, but for various reasons having discontinued them.

The 21 respondents that maintain they never contracted to produce fattened cattle indicate the possibility of vague understandings or agreements being misreported as contracts on their 1974 Census of Agriculture report form. A review of these report forms indicates the size of these operations to be evenly distributed between \$2,500 to \$250,000 in sales during 1974. Hence, there appears to be no correlation between the size of the operation and the respondent's comprehension of the contract questions. A facsimile of the contract questions as they appeared in the 1974 census is shown on page 7. The apparent contradiction of reported data between the 1974 census and 1977 Contract Survey points to the respondent's problem of identifying exactly what is a fattened cattle contract.

				(Include oral and wri		uce or market any de more than 30 days
YES Comple				prior to delivery.)		
—		s vou prod	uced and/or markete	d under contract		
No.	Product name		roduot name	No. Product name	No. Pro	duct name
_	Broilers		eder cattle and/or	13 Field and seed	_	t, citrus, nuts for
	Started pullets		ocker cattle	14 Soybeans		h market
<u> </u>	Chicken eggs	8 🗌 Br	eeding cattle	15 Wheat	20 🔲 Frui	t, including citrus,
=	Turkeys	9 🗖 SI	aughter hogs	16 🔲 Cotton	for p	processing
	Milk and other	10 🗌 Fe	eder pigs	17 Vegetables for	- 21 🛄 Sug	ar beets
_	dairy products	11 🗌 Br	eeding hogs	fresh market	—	er crops, such as hops, corn, potatoes, safflower,
6	Fattened cattle	pc	ther Hvestock and/or oultry (Write product name (line A1 below.)	18 Vegetables for processing	sugi	e on line A1 below)
2. For each or	nduct marked a			o in the column hea	ding where indicate	ed and complete the
			B through G) for that			· · · · · · · · · · · · · · · · · · ·
			FIRST CONTRACT	SECOND CONTRACT	THIRD CONTRACT	FOURTH CONTRACT
A. Product(s) under o	contract	1. Product	1			
Enter name and No	n from	name				
item 1 above		2. No.	731	732	733	734
B. Type of contract	1. Production (2	1 1 D	1 1	1 1	1 1
Mark (X) one of these items for	2. Marketing 🕅	3	2	2	2	2
each product	3. Production, i		3 🗍	3 🗍	3 🗖	3 🗖
under contract	feeding, and 4. Other	marketing	4	4	4	
C. Type of contractor					2 1	
Mark (X) one of						
these items for	2. Feed compar	ıγ	2		2	
each product under contract	3. Packer		3	3	3	3
	4. Processor 5. Other		4	4 🛄 5 🛄	4 🛄 5 🗖	4 [5 [
D. Items furnished by contractor	1. Feed		³ 1	³ 1	³ 1	³ 1
under terms of	2. Chicks, pullet feeder pigs, e		2	2	2	2 🗖
contract Mark (X) for as	3. Seed		3	3 🗍	3 🗍	3 🗍
many items as	4. Fertilizer		4	4	4	4 🗍
apply for each product under	5. Chemicals		5	5 🗌	5	5
contract	6. Labor		6 🗌	6 🗌	6 🗌	6 🗖
	7. Machinery, e	quipment.			_	
	or buildings					
	8. Harvesting		8	8	8 🗌	8
	9. Transportatio		9	9 []	9	9 🗌
	10. Processing/p	acking	4 10	4 10	4 10	4 10
	11. Credit		11	11 📙	11	11 🔲
	12. Technical ass	istance		12	12	12
	13. Other		13 🗌	13 🛄	13 🗌	13
	14. None		14	14 🛄	14	14
E. What percent of the was sold under con		this product	5 Percent	5 Percent	5 Percent	5 Percent
F			6 Dollars Cents	6 Dollars Cents	6 Dollars Cents	6 Dollars Cents
1. Amount received product covered I			\$	s I	\$	\$
2. Did this payment	represent the total		7	7	₹i 7	7
market value of t	he product?		1 🗌 Yes 2 🗌 No	1 🗌 Yes 2 🗌 No	1 Yes 2 No	1 🗌 Yes 2 🗌 No
G,	1. Exact price?		8 1	8 1	8 1	8 1
Did the contract	2. Method of		2	2	2	2 🗖
specify — Mark (X) one	determining pric 3. Neither price no					
		- method?	3	3	3	3

Production contracts, including custom feeding, usually specify kind and/or amount of farm product to be produced and may specify variety or breed, operations to be performed during production, or inputs and technical assistance to be supplied by contractor.

(3) Marketing contracts usually specify kind and/or amount of farm product to be delivered but usually do not specify that contractor provides services or supplies or that particular operations or methods be used in production.



Form Approved: O.M.B. No. 40-\$77019

 U.S. DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS ON CONTRACTS OR BINDING FATTENED CATTLE	NOTIO by lav YOUR CONF	w (title 13, L REPORT T IDENTIAL.	I,S. Code). O THE CEN: It may be se	quiry is required By the same law SUS BUREAU IS en only by swom sused only for	
71	statis used regula	tical purpose for purposes tion. The la ed in your f	s. Your rep of taxation aw also provi	ort CANNOT be investigation, or ides that copies nume from legal	
		Complete this report and RETURN TO			
			OF THE CE Tenth Street	NSUS	
		Jeffersonv	ille, Indiana	47132	
		CENS	US USE ONL	Y	
	011	012	013	014	
a and address including ZIP code)	1	10.2		0.4	

FROM THE DIRECTOR BUREAU OF THE CENSUS

We need your help in completing this report on contracts and agreements which are used for the production and marketing of selected agricultural products. In order to minimize the reporting burden on the Nation's farmers, this request is being mailed to only a sample of the farming operations which were included in the 1974 Census of Agriculture. Since your operation is among the sample selected to represent all contractual arrangements, your response is very important to the successful completion of the survey.

Specialized information is needed about the extent and use of production and marketing contracts in our Nation's agriculture. At present, little is known about the characteristics and types of arrangements and the effect they have on individual farming activities and marketing.

Please complete this report form for any contract or agreement you had in 1977. Most questions on the report can be answered readily by marking a "Yes" or "No," making an "X" in an appropriate box, or reporting estimates and percentages where actual figures are not readily available. We ask that you reply within 7 days; a preaddressed envelope is provided for your convenience.

The Contract Survey is part of the 1974 Census of Agriculture program which is required by title 13, United States Code, and is being taken in cooperation with the Economic Research Service of the U.S. Department of Agriculture which will use statistical totals in its work. Accordingly, under provisions of this title, your individual response is required by law and must be kept confidential, and will be seen only by sworn Census employees.

Your cooperation in helping us to complete the survey economically and quickly is most appreciated.

Sincerely,

MANUEL D. PLOTKIN

Enclosure

								Page 2
Section I 1. In 1977 did you have any CONTRACT or BINDING AGREEMENT to produce or market any FATTENE CATTLE on this farm or ranch? Include only oral or written agreements made more 30 days prior to delivery. Do not include Futures contracts traded through organized commodity exch	2 🗌 No	- PI	nsweriten ease com m to the i	n 2 piete sections Bureau of the C	X and XI an Sensus	d return	this	
2. Mark (X) the box that most closely describes your cattle operation. NOTE: If you had fattened cattle contr		2 □ Fa 3 □ Ott	rmer/ra ner – s	ncher pecify	- Please comp Please comp NOTE above	lete this repo section II be	ort form. ofone co	. See ntinuing.
to the contract that represents						cr your res		
Section II - TIMING OF CONTRACT AGREEMENT					ONE box for e		, 	
Mark (X) the box which best applies for questions 1 th 5 below.	rough Code	Before production started	pro	ouring duction period	At delivery or within one week	After the product was marketed		Not licable
 When was contract agreed upon or validated? When was price of product or payment agreed upon When was part cash payment received? 	· · · · 020 ? 021				ε [] [] []	4 (NA)	(5 NA) NA)
4. When is final cash payment received? 5. When did contractor assume ownership of product?			1 1 1 1					NA) NA)
Section III – TERMS OF CONTRACT Listed below (items 1–12) are various items which are involved in production and marketing of fattened cattl		A.		nined by? (X) only (ONE box for ea	ch item.	sp	re ens 1–12 ecified contract?
Mark (X) the appropriate columns for questions A and		Contractor only		ou, the oducer	You and contractor jointly	A producer organization	Yes	No
1. Number produced. 2. Date placed on feed 3. Breed or type to be fed 4. Amount of feed to be used 5. Analysis of feed to be used 6. Special type of equipment to be used	032 033 034 035	- 000 000						
 Frequency and/or extent of disease, pest, and/or parasite control. Type of disease, pest, and/or parasite control to Ending of feeding . 	037 USC.038		1					
10. Production practices other than disease, pest, and/or parasite control 11. Price terms 12. Other - specify								
	043		1					
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?	A. Does item apply?	B. Does con specify furnishes item?	who		percent of item nished by	for i	items fur he contra	nished
Mark (X) the appropriate columns for questions A-D for each item	Yes No	Yes	No	Yau	Contractor		Open count	Cash on delivery
Code 1. Feeder cattle 051 2. Feed 052 052 3. Chemicals for disease and pest control 053 4. Labor 054		3 		5	6 %% %% %%			9
5. Transportation to market					% % % % % % % % % % % %			
9. Other - Specity 061					%	6		
E. Did the contractor provide any additional financia assistance (including cash advances) that was no related to the specific inputs listed above?	 	062 1 🗌 Ye 2 🗌 No		ecify kind	1	• · · · · ·		

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Section V – PAYMENT DETERMINATION		Page
 How was the payment you received from the contractor determined? Mark (X) one box 	 Open market price at time of delivery 2 From open market price at time contract was entered into 3 From Futures market price 4 From price negotiated by the contractor when he sells the products 5 By negotiation with contractor – not based on any quoted or market price 6 Value of production items and services furnished by you 7 Set by contractor without negotiation B Other - Specify 	e
2. What was the price you received based upon?	072 1 Live weight basis 2 Carcass weight basis	<u> </u>
 Section VI – ORIGIN OF CONTRACT How long have you grown fattened cattle under contract? 	0e1 1	
 How long have you grown fattened cattle for your present contractor? 	082 1 □ 1-5 years 2 □ 6-10 years 3 □ More than 10 years	
 Were there any other cattle contractors available with whom you might have negotiated? 	083 1 Yes - Complete 3a and 3b 2 No - Skip to question 4 3 Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	084 1 Yes 2 No	
b. Did you negotiate or bargain with more than one contractor?	085 1 Yes 2 No	
 Would you have grown fattened cattle without a contract? 	066 1 Yes 2 No	
Section VII - CONTRACT PROVISIONS FOR	VARIATION IN NUMBER OR QUALITY OF FATTENED CATTLE PRODUCED	
Listed below are consequences that may have different from that specified in the contract. A. If NUMBER of cattle produced had been LE	been faced when the NUMBER and/or QUALITY of fattened cattle produced was	Mark (X) those that apply
 I would have purchased the deficit amou I would have made a cash payment to fu The contract would have been invalidat The contract included a "Natural disas the obligation to deliver or produce cath There was no provision to cover this si Other - Specify 	a cattle delivered as fulfillment of the contract	1 2 3 4 5 6 7
 The excess would have been sold on the 3. I would have received a reduced price o The excess would have been offered to I would have received an incentive or p 	or the excess produced e open market or payment from the contractor for the excess produced the contractor first; then sold on open market remium payment from the contractor tuation.	1 2 3 4
7. Other - Specify		6 7 B
 C. If the QUALITY of cattle produced had been 1. No additional payment would have been 2. I would have made a cash payment to fu 3. No payment would have been received fi 4. The contract would have been invalidate 5. The contract included a "Natural disast the obligation to deliver or produce cattle 6. I would have received a price or paymer 7. The cattle would have been sold on the 	n LOWER than called for by the contract – 09 received other than specified in the contract	7
 C. If the QUALITY of cattle produced had been No additional payment would have been would have made a cash payment to fu No payment would have been received fi The contract would have been invalidat The contract included a "Natural disast the obligation to deliver or produce cattle I would have received a price or paymer The cattle would have been sold on the The cattle would have been offered to th There was no provision to cover this site 	n LOWER than called for by the contract – os received other than specified in the contract	7 B 1 2 3 4 5 6 7 9
 C. If the QUALITY of cattle produced had been No additional payment would have been would have made a cash payment to fu No payment would have been received fi The contract would have been invalidat The contract included a "Natural disast the obligation to deliver or produce catt I would have received a price or paymer The cattle would have been sold on the The cattle would have been offered to th There was no provision to cover this sit Other - Specify D. If the QUALITY of cattle produced had been No additional payment would have been sold on the The cattle would have been sold on the D. If the QUALITY of cattle produced had been No additional payment would have been The cattle would have been sold on the There was no provision to cover this site D. If the QUALITY of cattle produced had been No additional payment would have been The cattle would have been sold on the The cattle would have been sold on the So additional payment would have been The cattle would have been sold on the The cattle would h	n LOWER than called for by the contract – og received other than specified in the contract .	7 B 2 3 4 5 6 7 9 10 11

					Page 4
Section VIII - OTHER CONTRACT CHARACTERISTICS Mark (X) Yes, No, or Don't know for each item 1-12			Yes	No	Don't know
1. Was the contract or agreement in writing?		C	ode 1 01 🗍	2	3 (NA)
2a. Did the contract or agreement cover more than one season					
 b. If Yes in 2a, how many seasons or periods were covered?. 3. Did the contract or agreement specify a specific number of 	103				
			1		
 Was your product pooled with that of other producers before Was the product under a State or Federal market order? 					
6a. Was the contractor a cooperative?					(NA)
 7a. Was the contract or agreement associated with a joint vent cooperatives or a cooperative and another firm? b. If Yes in 7a, was your operation a part of this joint venture 					
8a. Was a bargaining association involved in negotiating or imb. If Yes in 8a, were you a member of this bargaining associa	plementing the contract?		11		
9a. Did the contractor assist you with supply, demand, and/or b. If Yes in 9a, was this your main source of market informat	price outlook information?	1	13		
10. Were you generally satisfied with the production terms of y			1		
 Were you generally satisfied with the marketing or price te Do you plan to continue and/or expand the use of contract: 	rms of your contract or agreeme	int? 1			
or marketing of your farm products?			17		
Section IX – TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME	121 1 🗌 Individual or fam				
1. What type of organization best describes your farm busines	ss? 2 Partnership oper 3 Corporation, inc			rships	
Mark (X) one	4 🗌 Other, such as c			etc.	
2. What was the primary business of the contractor?	122 1 Packer or packer	r buyer			
Mark (X) one	2 🗌 Livestock deale 3 🗌 Other - Specify				
What is the expected number you will produce and value of your sales of fattened cattle in 1977?	Number produced		TAL VALUI 977 producti		
a. Total number and value of fattened cattle produced under contracts	124	125 \$.00
b. Total number and value of fattened cattle produced No without a contract					
4. What do you estimate the total gross value to be of all agricultural products sold from your farm or ranch in 1977? Mark (X) one	129 1 \$500,000 or more 2 \$100,000 to \$499 3 \$40,000 to \$99,9 4 \$10,000 to \$39,9 5 Less than \$10,0	9,999 999 999			
5. In your opinion what percentage of the fattened cattle"	1977	1972		1967	
grown in your area was sold or moved under contract during the years 1977, 1972, and 1967?	1 None	132 1 🔲 None	133	1 None	
	2 🗌 Less than 25%	2 🛄 Less than 25%		2 🔲 Less than 2	
	з <u> </u>	3 🗌 25%-49%		з 🔲 25% —	
	4 ─ 50%74% 5 ─ 75% or	₄ [50% – 74% ₅ [75% or		4 [_] 50% s [_] 75% c	
	more	more		more	
	e 🗌 Don't know	e 🛄 Don't kn		e 🔲 Don't	KIIOW
		KIP TO SECTI	ON XI		
Section X - TERMINATION OF CONTRACT OR AGREEMENT	i 141 1 🔲 Individual decis	ion by me			
What situation best describes how you terminated your contract or agreement?	2 🗌 Group decision i	involving other pr		•	tion
Mark (X) one	a ☐ Joint decision b a ☐ Decision by the		ictor and me		
nark (K) one	······································			_	
Section XI - PERSON COMPLETING THIS REPORT		<u></u>			
ne – Please print	Date - Mo./Day/1977	152	Telephon	e	
	151	Area code	iumber:	, I	, , , , , , , , , , , , , , , , , , ,
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Feeder Cattle

To ensure a stable supply of quality cattle to be fattened for slaughter, cattle feeders are increasingly turning to the usage of contracts for the purchase of feeder cattle. These contracts can be implemented by the feedlot owners, but are more commonly offered through cattle dealers such as order buyers, other farmers or ranchers, or perhaps packers or packer buyers. In return for entering into a contract, the producer generally receives a guaranteed price determined prior to the cattle being marketed, thereby minimizing his risk involved in producing the cattle. The use of feeder cattle contracts appears to be related to the cyclical nature of cattle production which in turn is a direct result of market fluctuations. Apparently the anticipation of the price the producer would receive at market time impacts on his willingness to raise cattle let alone contract for them. As evidence, 103 respondents to this survey reported terminating their contract prior to 1977.

The 433 individuals selected for this survey reported 89 contracts as still being active in 1977. Data were collected for three regions as defined by the accompanying map and produced 15 active contracts in Region I, 35 in Region II, and 39 in Region III.

The use of contracts for the production of feeder cattle appears to be most prevalent in Region III, the area commonly known as "the Western States". More than one-half of the Region III respondents estimated that at least 75 percent of the feeder cattle raised in the area in 1977 were produced under contract. Additionally, contract usage has been on the increase over the last 10 years in all regions surveyed. There appears to be no marked difference in contract characteristics between the three regions.

Of the individuals reporting discontinued contract usage, 78 percent indicated their reason for contract termination was based solely on an individual decision by themselves while 17 percent indicated the contractor influenced their decision to terminate the contract. The latter category was generally the result of the contractor discontinuing operations in the producer's area. Information regarding contract characteristics, size of operation, and whether cattle are being produced without a contract was not requested for any individuals discontinuing contract usage.

An examination of contract characteristics relating to the payment or price received for the feeder cattle identifies one of the major advantages of contract usage realized by the producer. Approximately one-half of the respondents reported taking an active role in negotiating with the contractor for the price to be received. Perhaps more importantly, however, 75 percent of the contracts reported the price to be received for the cattle was fixed during or prior to the production period instead of when the product was marketed; thereby eliminating market uncertainty and its accompanying risk involved in producing feeder cattle. A characteristic closely related to the timing of price determination is when the cash payment is actually received. Two-thirds of the 89 contracts indicated at least partial payment was received during or prior to the production period. This type of financial assistance in some instances, may be the determinant factor in the farmer's or rancher's decision to produce or not produce feeder cattle.

As tabulated in this survey, feeder cattle contracts tend to be market oriented rather than production oriented. The producer determines and provides practically all production inputs. The only production item furnished, to any extent, by the contractor is the transportation of the cattle when leaving the farm or ranch. Twenty percent of the contracts indicated the contractor provided transportation.

Although 56 percent of the contracts specified the number of cattle to be produced, approximately two-thirds of the producers indicated that the contractor would have accepted the cattle if fewer were produced than specified in the contract. In general, all contract provisions for variation in the quantity or the quality of the feeder cattle contracted are loosely defined with the contractor at least being offered the cattle and often accepting them as delivered.

More than 80 percent of the farmers or ranchers expressed general satisfaction with both the production and marketing terms of their contracts while 73 percent indicated plans to continue contract usage.



(Based on 89 contracts reported)							
	Total	Before production period	During production period	At delivery or within one week	After product was marketed	Not applicable	
Contract agreed upon	89	17	64	8	(NA)	(NA)	
Price or payment agreed upon		12	55	17	2	(NA)	
Part cash payment received	86	5	55	11	6	ý.	
Final cash payment received	88	-	-	76	12	(NA)	
Contractor assumed ownership	84	5	1	68	10	(NA)	

Table 8. Timing of Contracts for Feeder Cattle

Table 9. Terms of Contracts for Feeder Cattle

	(Baa	sed on 89 contracts	reported)				
	Terms made by						
	Total	Contractor	Producer	Producer and contractor	A producer organization	Items were specified in contract	
Number produced	84	2	58	23	1	50	
Breeding program	66	1	59	6	-	7	
Breed or type of calf	78	5	61	12	-	27	
Amount of feed	77	2	67	7	1	9	
Analysis of feed	75	1	67	6	1	6	
Special type of equipment	73	-	69	4	-	3	
Frequency/extent of disease control	75	2	69	4	-	3	
Type of disease control	74	2	67	5	-	1	
Ending weight	75	4	50	20	1	23	
Production practices other than disease						-	
control	73	-	68	5	_]	2	
Price terms	84	-	7	71	6	65	
Other	4	-	1	3	-	4	
<u> </u>							

Table 10. Production Items Furnished for Contracts for Feeder Cattle

(Based on 89 contracts reported)

	Item was applicable to contract	Contract		m furnished by		Method of payment for items furnished by contractor			
		applicable	who fur-	Producer	Producer and contractor	Contractor	No charge	Open account	Cash on delivery
Breeding stock	55	11	50	-	5	-	2	3	
Feed Chemicals for disease and pest	81	20	75	3	2	2	2	1	
control	78	14	75	2	1	1	1	1	
Labor	82	15	79	1	-	1	-	-	
Transportation	80	32	55	6	19	19	· 1	5	
Technical assistance	47	7	43	3	1	3	1	_	
Machinery and/or equipment	67	10	64	1	1	2	-	- 1	
Other	3	-	2	-	-	-	-	-	
Other financial assistance provided		F							
by contractor	(X)	(X)	(X)	(X)	12	(X)	(X)	(X)	

Table 11. Payment Determination by Size of Operation for Feeder Cattle

(Based	on 89	contracts	reported)	
(Dabea	011 02	contracts	reported	۲.

		Feeder cattle produced under contract in 1977								
	Total	l to 49 cattle	50 to 99 cattle	100 to 199 cattle	200 to 499 cattle	500 to 999 cattle	1,000-cattle and over			
Open market price at time of delivery	6	2	_	2	1	_	1			
Open market price at time contract was entered into	23	2	2	6	6	- 7	1			
From futures market price	3	-	1	1		, 1				
From price negotiated by contractor when he sells	5	2	-	2	1	-	-			
By negotiation with contractor	42	-	5	4	16	10	- 7			
Value of production items furnished by producer	3	1	-	-	2	* -	/			
Set by contractor without negotiation	1	_	-	-	1	_				
Other	1	1	-	-	-	-	-			
Total reporting size of operation	86	8	8	17	27	18	8			

1974 Census of Agriculture-Special Reports

Table 12. Contract Provisions for Variation in Quantity and Quality for Feeder Cattle

(Based on	89 cont	racts reported)	
	Farms		Farms
Lesser quantity: Contractor would have accepted cattle delivered Producer would have purchased the deficit amount to fulfill contract Producer would have made a cash payment to fulfill contract Contract included a natural disaster clause No provision to cover lesser quantity Other Creater quantity: No payment would have been received for excess produced Excess would have been sold on open market Producer would have received a reduced payment for excess Excess would have received an incentive or premium payment No provision to cover greater quantity Other	1 13 12 5 7 24	Lower quality: Contractor would have accepted cattle delivered Producer would have made cash payment to fulfill contract No payment would have been received for inferior cattle Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered Cattle would have been sold on open market Cattle would have been offered to contractor; then sold on open market No provision to cover lower quality Other Higher quality: No additional payment would have been received Producer would have been sold on open market. Cattle would have been sold on open market. Cattle would have been sold on open market. Cattle would have been sold on open market. No provision to cover higher quality. Other	- 12 5 2 13 2 14 15 7 51

Table 13. Other Contract Characteristics for Feeder Cattle

(Based on 89 contracts reported)

			Feeder ca	ttle produce	d under cont	ract in 1977	
	Total	l to 49 cattle	50 to 99 cattle	100 to 199 cattle	200 to 499 cattle	500 to 999 cattle	1,000 cattle and over
Other contractors were available for negotiation	65	2	6	12	22	15	8
Producer had knowledge of key provisions of other contracts	51	1	4	10	16	12	8
Negotiations were undertaken with more than one contractor	44	2	2	10	13	10	7
Contract was specified in writing	72	4	7	15	23	15	8
Contract covered more than one production period	6	4	-	1	1	-	-
Contract specified a specific number of cattle Product was pooled with others prior to final payment	67	4	6	14	21	15	7
determination	9	3	1	3	1	-	1
Product was under a State or Federal market order	3	1	1	-	1	-	-
Contractor was a cooperative	7	2	ī	2	-	1	1
Producer was a member of this cooperative Contract was associated with a joint venture between two or	6	2	ī	2	-	_	1
more cooperatives or a cooperative and another firm	3	-	-	-	1	-	2
Producer's operation was a part of this joint venture A bargaining association was involved in negotiating the	1	-	-	-	-	-	1
contract	9	2	1	2	1	2	1
Producer was a member of this bargaining association Contractor provided supply, demand and/or price outlook	9	2	1	2	1	2	1
information Producer considered this as main source of market	21	3	3	5	4	5	1
information Producer was generally satisfied with production terms of	5	2	1	-	1	-	1
contract Producer was generally satisfied with marketing terms of	76	7	6	14	26	15	8
contract	75	7	5	12	27	16	8
Producer plans to continue utilization of contracts	65	6	6	13	19	13	8
Cattle would have been produced without a contract	69	4	7	15	21	16	6
Total reporting size of operation	86	8	8	17	27	18	8

Table 14. Extent of Contract Usage for Feeder Cattle

(Based on 89 contracts reported. Producer's <u>opinion</u> of cattle produced under contract)

,		1977				1972				1967			
	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III	
Total reporting Percent of cattle in area contracted:	70	12	29	29	61	11	25	25	58	9	24	25	
None	-	-	-	-	3	1	2	-	5	2	2	1	
Under 25 percent	25	9	12	4	21	7	12	2	21	6	14	1	
25 to 49 percent	6	2	3	1	10	2	4	4	6	1	1	4	
50 to 74 percent	13	1	8	4	8	1	4	3	10	-	5	5	
75 percent and over	26	-	6	20	19	-	3	16	16	-	2	14	

1974 Census of Agriculture-Special Reports

Table 15. Operator Characteristics by Size of Operation for Feeder Cattle

			Feeder cat	tle produced un	der contract in	1977	
	Total	l to 49 cattle	50 to 99 cattle	100 to 199 cattle	200 to 499 cattle	500 to 999 cattle	1,000 cattle and over
Years grown under contract:							
1 to 5 years	16	2	2	5	3	4	-
6 to 10 years	24	5	2	3	8	2	4
10 years and over	40	1	3	8	14	10	4
Type of organization:							
Individual	57	7	7	10	17	11	5
Partnership	18	í	-	5			1
Corporation	10	-	1	2	4	2	1
Other	1	-	-	-	-	-	ĩ
Value of products sold in 1977:							
Under \$10,000	4	4	-	_	-	-	-
\$10,000 to \$39,999.	22	4	7	8	3	-	-
\$40,000 to \$99,999.	22	-	1	8	12	1	-
\$40,000 to \$99,999. \$100,000 to \$499,999.	33	-	_	ī	12	17	3
\$500,000 and over	5	-	-	-	-	-	5
Primary business of contractor:							
Farmer or rancher	23	5	3	6	8	-	1
Packer or packer buyer	5	-	1	ĭ	ĩ	1	1
Cattle dealer	40	-	2	7	12	14	ŝ
Other	18	3	2	3	6	3	ĩ
Total reporting size of operation	86	8	8	17	27	18	

Form Approved: O.M.B. No. 40-\$77019 FORM 74-A70 U.S. DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS NOTICE - Response to this inquiry is required by law (title 13, U.S. Code). By the same law YOUR REPORT TO THE CENSUS BUREAU IS CONFIDENTIAL. It may be seen only by sworn Census employees and may be used only for statistical purposes. Your report CANNOT be used for purposes of taxation, investigation, or regulation. The law also provides that copies retained in your files are immune from legal process. PRODUCER QUESTIONNAIRE ON CONTRACTS OR BINDING AGREEMENTS FOR FEEDER AND/OR STOCKER CATTLE 70 process. Complete this report and RETURN TO BUREAU OF THE CENSUS 1201 East Tenth Street Jeffersonville, Indiana 47132 CENSUS USE ONLY 011 012 013 014 (Please correct any error in name and address including ZIP code) FROM THE DIRECTOR **BUREAU OF THE CENSUS** We need your help in completing this report on contracts and agreements which are used for the production and marketing of selected agricultural products. In order to minimize the reporting burden on the Nation's farmers, this request is being mailed to only a sample of the farming operations which were included in the 1974 Census of Agriculture. Since your operation is among the sample selected to represent all contractual arrangements, your response is very important to the successful completion of the survey. Specialized information is needed about the extent and use of production and marketing contracts in our Nation's agriculture. At present, little is known about the characteristics and types of arrangements and the effect they have on individual farming activities and marketing. Please complete this report form for any contract or agreement you had in 1977. Most questions on the report can be answered readily by marking a "Yes" or "No," making an "X" in an appropriate box, or reporting estimates and percentages where actual figures are not readily available. We ask that you reply within 7 days; a preaddressed envelope is provided for your convenience. The Contract Survey is part of the 1974 Census of Agriculture program which is required by title 13, United States Code, and is being taken in cooperation with the Economic Research Service of the U.S. Department of Agriculture which will use statistical totals in its work. Accordingly, under provisions of this title, your individual response is required by law and must be kept confidential, and will be seen only by sworn Census employees. Your cooperation in helping us to complete the survey economically and quickly is most appreciated. Sincerely. MANUEL D. PLOTKIN Enclosure

								Page
Section 1 1. In 1977 did you have any CONTRACT or BINDING AGREEMENT to produce or market any FEEDER a STOCKER CATTLE on this farm or ranch? Include only oral or written agreements made more 30 days prior to delivery. Do not include FUTURE contracts traded through organized commodity exch	than ES		– Please	complete	this repo sections) u of the C	(and XI and	return th	is
2. Explain the operation for producing the cattle sold	under		duced as a	nart of the	e cow-calf o	peration on yo	ur farm	
contract from your farm or ranch. Mark (X) all that apply.		2 🗌 Pro	duced as a d pastured	part of the as stocker	e cow-calf o s on your fa	operation on yo Irm	ur farm	
		3 🗌 Put	chased and	i pastured	as stockers	on your farm o	r ranch	
NOTE: If you had feeder and/or stocker responses to the contract that re	cattle c	ontracts wit s the LARG	h more ti EST QUA	nan one o NTITY o	ontractor of your pro	in 1977, dii oduction.	rect you	r
Section II - TIMING OF CONTRACT AGREEMENT	<u> </u>					each questio	n	
Mark (X) the box which best applies for questions 1 through 5 below.	1	Before production started	Durin produc perio	tion i I	t delivery or within one week	After the product was marketed	appi	lot icable
1. When was contract agreed upon or validated?	Code	1	2	1	3	4 (NA)		5 ≹A)
2. When was price of product or payment agreed upon				1				NA)
3. When was part cash payment received?				-			(
 When is final cash payment received? When did contractor assume ownership of product? 				I I I			1	NA) NA)
Section III - TERNS OF CONTRACT	024		ermined by	2			B. Wer	
Listed below (items 1-12) are various items which are involved in production and marketing of feeder	1				tor each	ltem.	speci	1–12 fied ntract?
and/or stocker cattle. Mark(X) the appropriate columns for questions A and B	/	Contractor only	You, produ	tne ; ,	You and ontractor jointly	A producer organization		No
	Code	1	2		3	4	5	6
1. Number produced								
3. Breed or type of calf to be raised								
4. Amount of feed to be used	034		¦ ⊓					
5. Analysis of feed to be used	035							
6. Special type of equipment to be used	036							
7. Frequency and/or extent of disease, pest, and/or parasite control	037				Ē			
8. Type of disease, pest, and/or parasite control to u) <u>1</u>	Ö			
9. Ending weight	039							
10. Production practices other than disease, pest, and/or parasite control	040			1				
11. Price terms								
12. Other - Specify			1	I I		1		1
<u> </u>	043							; 🗆
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?	A. Does item apply	specify y? furnish	who	2. What pe is furnis	rcent of ite shed by -	for ite	id you pay ms furnisi contracto	ned
Mark (X) the appropriate columns for questions A–D for each item	Yes No	item? o Yes	No	You		or No charge	Open I account	Cash o
Code	1 2	3	4	5	6	7	8	9
1. Breeding stock				<u>%</u>		% □ ¦		
2. Feed				<u>%</u>	i			
3. Chemicals for disease and pest control 053				<u>%</u>	i ——	<u>%</u>		
4. Labor 054 5. Transportation 056				%	¦	% □ ·		
6. Technical assistance						[∞] [∞]		
7. Machinery and/or equipment				%		% □		
8. Other - Specify				· · · · · · · ·	1		1	
061				%		<u>*</u> □		
E. Did the contractor provide any additional financia assistance (including cash advances) that was no		062						
related to the specific inputs listed above?	•			city Kind			<u>,_</u>	
			_				_	

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	Section V - PAYMENT DETERMINATION	071	
	1. How was the payment you received from	1 🗌 Open market price at time of delivery	
	the contractor determined?	2 From open market price at time contract was entered into	
Ì	Mark (X) one box	 3 ☐ From Futures market price 4 ☐ From price negotiated by the contractor when he sells the product 	
		s By negotiation with contractor - not based on any quoted or market pri	ce
		6 Value of production items and services furnished by you 7 Set by contractor without negotiation	
		B Other - Specity	
5	Section VI - ORIGIN OF CONTRACT	0081 1 □ 1-5 years	
	1. How long have you produced cattle	$2 \square 6-10$ years	
	under contract?	a More than 10 years	
	How long have you produced cattle for your present contractor?	082 1 1-5 years	
		2 6-10 years	
		₃ More than 10 years	
	 Were there any other cattle contractors available with whom you might have 	1 Yes – Complete 3a and 3b	
	negotiated?	2 No Skip to question 4 3 Don't know Skip to question 4	
	a. Do you know the key provisions of the		
	contracts they offered?	1 Yes	
	b. Did you negotiate or bargain with more		· · · · · ·
	than one contractor?	Ves Yes	
		2 🗌 No	
	 Would you have produced cattle without a contract? 		
	· · · · · · · · · · · · · · · · · · ·	2 No	
		ARIATION IN NUMBER OR QUALITY OF FEEDER AND/OR STOCKER CATTLE	
	Listed below are consequences that may have to produced was different from that specified in the	een faced when the NUMBER and/or QUALITY of stocker and/or feeder cattle e contract.	Mark (X) those that
	A. If NUMBER of cattle produced had been LES	S than called for by the contract	apply 191
	1. The contractor would have accepted the c	attle delivered as fulfilment of the contract.	1
		to fulfill the agreement	2
	 I would have made a cash payment to fulfi 4. The contract would have been invalidated 	II the contract	3
	5. The contract included a "Natural disaster	" or "Act of God" clause which would have eliminated or reduced	-
		because of factors beyond my control	5
			°□ 7□
	7. outer = opecny		1
	B. If NUMBER of cattle produced had been MOR	E than called for by the contract – 🗠 🔿	92
		the excess produced	1
		open market	2 🗌 3 🗍
	4. The excess would have been offered to th	e contractor first; then sold on open market	4
	5. I would have received an incentive or pre-	nium payment from the contractor	
			7
	7. Other - Specity		B 🗌
1	C. If the QUALITY of cattle produced had been	LOWER than called for by the contract –	94
		attle delivered as fulfillment of the contract	1
		II the contract	2
	4. The contract would have been invalidated		3 🗌 4 🗌
	5. The contract included a "Natural disaster	" or "Act of God" clause which would have eliminated or reduced because of factors beyond my control	
	6. I would have received a price or payment	rom the contractor based on the quality actually delivered	5
	7. The cattle would have been sold on the or	ven market	7
	 the cattle would have been orrered to the There was no provision to cover this situation 	contractor first; then sold on the open market	95 9 🗌 10 🗌
	•		
			יי 🗆
	D. If the QUALITY of cattle produced had	been HIGHER than called for by the contract – o	96
	 No additional payment would have been re 	ceived other than specified in the contract	1
	3. The cattle would have been sold on the op	en market	2
	4. The cattle would have been offered to the	contractor first; then sold on the open market	4
		tion	5
	6. Other - Specity		6 🗌
	RM 74-A70 (9-20-77)	······································	

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Section VIII - OTHER CONTRACT CHARACTERSITIES ves No. Openation Mark (X) Yes, No, or Data fract in an etable and probability of the contract of agreement in wing? in a bit of the contract of agreement in wing? in a bit of the contract of agreement in wing? in a bit of the contract of agreement in wing? in a bit of the contract of agreement is wing? in a bit of the contract of the contract of agreement is wing? in a bit of the contract of the contract of agreement is wing? in a bit of the contract of the contract of agreement is win						Page
	Section VIH - OTHER CONTRACT CHARACTERISTICS			Yes	No	
2. Did the contract or agreements of protoclean period? 102 b. If vis in A, how many seasons or protoclean period? 102 b. B. The in Contract or agreement spin of a source of active? 102 c. Wash product pool with that of the produces before a finit price or payment with determined? 102 c. Wash product pool with that of the produces before a finit price or payment with determined? 102 c. Wash product a generic attract or determined? 102 b. If vis in A, as your operation and of the spin vertice between two or mee coperatives of a cooperative of	Mark (X) Yes, No, or Don't know for each item $1-12$		Code	t	2	
1. Did the contract or agreement specify a specific number of cattle? 4. We your product pooled with that of after producers before a final price or payment was determined? *** 15. We be pooled used a Sate of the cooperative? 5. We be pooled used a Sate of the cooperative? 15. If Yes in fina, were you a member of the cooperative? 15. If Yes in fina, were you a member of the cooperative? 15. If Yes in fina, were you a member of the cooperative? 15. If Yes in fina, were you a member of the cooperative? 15. If Yes in fina, were you a member of the cooperative? 15. If Yes in fina, were you a member of the cooperative cooperative and the specific cooperative and the specific cooperative and the specific time the production of a proceeding in the production of a proce	 Was the contract or agreement in writing? Did the contract or agreement cover more than one season or 	production period?				
S. Was the product under a State or Federal market order?						
b. If Yes in Item 6a, were you a member of the cooperative? 100 7a. Was the contract or agreements in the production involved in negating association involved in negating association. 111 b. If Yes in Ra, were you a member of this baganing association. 111 b. If Yes in Ra, were you a member of this baganing association. 111 b. If Yes in Ra, were you a member of this baganing association. 111 c. If Yes in Ra, were you a member of this baganing association. 111 c. If Yes in Ra, were you a member of this baganing association. 112 c. If Yes in Sa, were you a member of this baganing association. 112 10. Were you generally astisfied with the production terms of your contract or agreement? 114 11. Were you generally astisfied with the markeling or problemes of your contract or agreement? 114 12. Decy points to continue and/or repand the use of contracts or agreements in the production 117 12. Were you generally astisfied with the markeling or problemes to including family coperation (scale proprietorship) 13. Were transmitter the thera produced 112 14. Were you generally astisfied with the produced of the to the produced 112 15. The thorake of the produced 124 16. Were kith the total gross value to be of an align of the feeder and/or stontreat of agreement? 1357						
74. Was the contract or agreement associated with a joint venture between two or more cooperatives or a cooperative and another final contract in the contract						
a. H (a) is an information in provided in registing a sociation in provided in registing association in the contract? 11 b. H Yes in 8a, wee you an ember of this baggining association and on price entropy of the contractor association and on price entropy of the contractor association in the acteding or price ferms of your contract of agreement? 11 b. H Yes in 8a, wee you an entifier of this baggining association and on price entropy of the contractor association in the acteding or price ferms of your contract of agreement? 11 10. Wee you generally astidied with the production items of your contract or agreement? 11 11. Wee you generally astidied with the production. 117 12. Dely pup Jain to continue and/or repade the use of contracts or agreements in the production. 117 13. Weat you entropy of your fam products? 12 14. Weat you entropy of your and product and your of annihour and your contracts. 12 14. Weat you entropy of your and product and your of your as an origination best describes your fam to base of adverter buper 12 15. Toth number and you or limbourd and your of adverter and/or as the product of a transited in an agreement? 137 14. Brane or anable? 137 15. Toth number and you are or neighborhod eres adverter and/or as the product so if from your are or neighborhod eres adverter and/or as the product so if from your are or neighborhod eres adverter and/or as the product so if from your are or neighborhod eres adverteres from or anadvere and/o	7a. Was the contract or agreement associated with a joint venture	e between two or more				
b. If Yes in Sa, were you a member of this bargaining association? 112 112 112 113 9a. Did the contractor assist you with supply, demad, and/or price attack information? 113 113 113 113 113 114 113 114 113 114 113 114 114 115 115 115 115 115 114 115 114 115 114 115 115 115 115 116 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
b. If Yes in Sa, was this your main source of market information? 114 114 114 115 10. Were you generally satisfied with the production terms of your contract or agreement? 115 115 116 </td <td>b. If Yes in 8a, were you a member of this bargaining association</td> <td>on?</td> <td> 112</td> <td></td> <td></td> <td></td>	b. If Yes in 8a, were you a member of this bargaining association	on?	112			
11. Were yog generally satisfied with the marketing or price terms of your contract or agreements: in the production or marketing of your fam products?	b. If Yes in 9a, was this your main source of market information	1?				(NA)
Section IX - TYPE OR ORCANIZATION OF FARM BUSINESS AND FARM INCOME 121 I. What type of organization best describes your farm business? 121 I. What you of organization best describes your farm business? 122 I. What you of organization best describes your farm business? 122 I. What is the primary business of the contractor? 122 I. What is the expected number you will produce and value of the your sales of feeder and/or stocker cattle for 1977? 122 I. Total number and value of cattle produced your sales of feeder and/or stocker cattle for 1977? 123 I. Total number and value of cattle produced in an or canch in 1977? 122 I. Total number and value of cattle produced in your farm or ranch in 1977? 123 I. Total number and value of cattle produced in your as are on reightonhood was sold or moved under contract during the years 1977, 1972, and 1967? 1377 I. Total number and value of cattle produced in your as are on reightonhood was sold or moved under contract during the years 1977, 1972, and 1967? 1377 1372 1367 I. Section X - TERMINATION OF CONTRACT OR AGREEMENT 141 11 11 11 1000 to 1599, 939 125, 10, 900 to 1549, 939 10, 900 to 1549, 939 125, 10, 90	11. Were you generally satisfied with the marketing or price term 12. Do you plan to continue and/or expand the use of contracts of	s of your contract or agreen or agreements in the produc	nent? 116 tion	=		
BUSINESS AND FARM INCOME 1. What type of organization best describes your farm business? Nerk (X) one 2. What was the primary business of the contractor? Mark (X) one 3. What is the expected number you will produce and value of cattle produce at value of cattle produced 1024 124 3. What is the expected number you will produce and value of cattle produced 1257 126 127 128 129. Total number and value of cattle produced 128 129. Total number and value of cattle produced 129. Total number and value of cattle produced 127 128 129. Total number and value of cattle produced 129. Total number and value of cattle produced 128. Total number and value of cattle produced 129. Total number an	or marketing of your farm products?					
1. mait type of organization best describes your fam outsites? Grapportion, including family corporations Corporation, including family corporations Contractor? What was the primary business of the contractor? What was the primary business of the contractor? What is the expected number you will produce and value of your sales of feeder and/or stocker cattle for 1977: Total number and value of cattle produced Total number and value of cattle produced number volume or nanch in 1977 Mark (X) one In your opinion what percentage of the feeder and/or stocker cattle produced in your ate or neighborhood we sold or more and end of contract during the years Section X - TERMINATION OF CONTRACT OR AGREEMENT Section X - TERMINATION OF CONTRACT OR AGREEMENT Mark (X) one Section X - TERMINATION OF CONTRACT OR AGREEMENT Mark (X) one Section X - TERMINATION OF CONTRACT OR AGREEMENT Mark (X) one Section X - TERMINATION OF CONTRACT OR AGREEMENT Section X -		1 🗌 Individual or fa				
2. What was the primary business of the contractor? Image: the produce of packer by produce and value of packer and/or stocker cattle for 1977 3. What is the expected number you will produce and value of your sales of feeder and/or stocker cattle for 1977 Image: the the total produce and value of cattle produced a. Total number and value of cattle produced Image: the total prose statle to be of all agricultural products sold from your fam or ranch in 1977 Image: the total prose statle to be of all agricultural products sold from your fam or ranch in 1977; b. Total number and value of cattle produced None Image: the total prose statle to be of all agricultural products sold from your fam or ranch in 1977; b. Total number and value of cattle produced in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967? Image: the total prose statle to the of all agricultural products in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967? Image: the total prose statle to the of all agricultural produces in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967? Image: the total prose statle to the of all agricultural produces or an organization and me to the total prose stocker to the produce of a grice match and me to the other to agreement? Section X - TERMINATION OF CONTRACT OR AGREEMENT Image: the total prose stocker to paper Mark (X) one Image: the total prose stocker to paper Section X - TERMINATION OF CONTRACT OR AGREEMENT Image: the total produces o		∋	luding family corpora	tions		
Mark (X) one 2 Packer or packer buyer 3. What is the expected number you will produce and value of your sales of feeder and/or stocker cattle for 1977. TOTAL VALUE received for 1977 production of cattle fordured 1. Total number and value of cattle produced 127 128 .00 b. Total number and value of cattle produced 127 128 .00 4. What do you estimate the total gross value to be of all agricultary products sold from your farm or ranch in 1977? 129 1 \$500,000 or more 2 1300,000 to \$499,999 3. Stocker cattle produced in our area or neighborhood was sold or noved under contract during the years 1977, 1972, and 1967? 1977 1972 1972 1567 Section X - TERMINATION OF CONTRACT OR AGREEMENT 141 1 Individual decision by me catter or gode cision by me catter or gode cision by me catter or gode cision involving other producers or an organization and the contract or and me decision by me catter or gode cision by the contractor and me decision by me catter or gode cision by the contract or and me decision by the contractor and me decision by the contractor and me decision by the contract or and me decision b	· ·					
3. What is the expected number you will produce and value of your sales of feeder and/or stocker cattle for 1977? a. Total number and value of cattle produced under contracts	· · ·					
your sales of feder and/or slocker cattle for 1977 a. Total number and value of cattle produced 128 129 a. Total number and value of cattle produced None 127 128 .00 b. Total number and value of cattle produced None 127 128 .00 4. What do you estimate the total gross value to be of all agricultural products sold from your farm or ranch in 1977 13500,000 to \$39,999 .00 5. In your opinion what percentage of the feeder and/or stocker cattle produced in your area or neighborhood was sold or mored under contract during the years 1977, 1972, and 1967? 137 137 137 137 137 137 1367 b. Section X - TERMINATION OF CONTRACT OR AGREEMENT 141 110 Individual decision by me 1300 the contract or and me 1300 the contract or and me What situation best describes how you terminated your contract or agreement? 141 110 Individual decision by me 20 Don't know Section X - TERMINATION OF CONTRACT OR AGREEMENT 141 110 Individual decision by me 20 Don't know 000 Don't know What situation best describes how you terminated your contract or agreement? 141 110 Individual decision by me Section X - TERMINATION OF COMPLETING THIS REPORT 141 110 Individual decision by me Wark (X) one 2 Section XI - PERSON COMPLETING THIS REPORT 141 152 Telephone <td></td> <td></td> <td>y</td> <td></td> <td></td> <td></td>			y			
a. Total number and value of cattle produced under contract 124 125 0.0 b. Total number and value of cattle produced without a contract 127 128 0.0 4. What do you estimate the total gross value to be of all agricultural products sold from your farm or ranch in 1977? 129 1 \$500,000 or more 2 \$100,000 to \$499,999 A. What do you estimate the total gross value to be of all agricultural products sold from your farm or ranch in 1977? 129 1 \$100,000 to \$499,999 Mark (X) one 1297 1372 1372 1957 Sole cattle produced in your area or rightborhood was sold or moved under contract during the years 1977, 1972, and 1967? 1977 1977 1972 131 None 12 Less 1 None 1 132 Less 1 None 1 None 1 None 1377 1372 1977 1372 1957 10.00 to \$39,993 1 None 2 Less 1 1397 1977 1977 1972 1957 10.00 to \$100,000 1000 to \$100,000 1000 to \$100,000 1000 to \$100,000 1397, 1972, and 1967? 1975 1975 100,000 100,000 100,000 100,000 100,000 100,000 Section X - TERMINATION OF CONTRACT O		Number produced	TOTAL 1977	VALUE (received for of cattle	Dr
127 128 .00 4. What do you estimate the total gross value to be of all agricultural products sold from your farm or ranch in 1377? 129 1 \$500,000 or more 2 \$100,000 to \$39,999 \$100,000 to \$39,999 \$100,000 to \$39,999 3 \$100,000 to \$39,999 \$100,000 to \$39,999 5 Is your opinion what percentage of the feeder and/or was sold or moved under contract during the years 1977 137 1372 133 1 None 1977, 1972, and 1967? 138	a. Total number and value of cattle produced under contracts					.00
• In all opticitization products sold from your farm or ranch in 1977? 11 arg frozing frozing from your farm or ranch in 1977? Mark (X) one 2 [100,000 to \$399,999] 5. In your opinion what percentage of the feeder and/or stocker cattle produced in your area or neighborhood was sold or moved under contract during the years 1377 1977, 1972, and 1967? 137 1977 132 1977, 1972, and 1967? 138 2 Less 2 Less 1977, 1972, and 1967? 139 2 25%-49% 3 25%-49% 3 25%-49% 2 Less 2 Less 1 an 25% 3 1 0 000 5% or more 1977, 1972, and 1967? 138 2 000 10 \$100 0 \$1	B. 10tal number and value of cattle produced	127				.00
S. In your opinion what percentage of the feeder and/or stocker cattle produced in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967? 131 1977 132 1 and 1977 132 1 and 1977 1977, 1972, and 1967? 1967 132 1 and 1977 132 1 and 1977 133 1 and 1977 1977, 1972, and 1967? 1967 132 1 and 1967 133 1 and 1967 1977, 1972, and 1967? 1977 1974 1 and 25% 2 and 25% 4 and 50% 1977, 1972, and 1967? 1967 133 1 and 25% 3 and 25% 3 and 25% 1977, 1972, and 1967? 1977 1972 1367 1 and 25% 3 and	all agricultural products sold from your farm or ranch in 1977?	2\$100,000 to \$49 3\$40,000 to \$99, 4\$10,000 to \$39,	19,999 999 999			
was sold or moved under contract during the years 1977, 1972, and 1967? 1 None 1 1 None 1 1 1 None 1 1 1 1 None 1 1 1 1 1 1 1 1 1 1 1 1	5. In your opinion what percentage of the feeder and/or				1967	,
1977, 1972, and 1967? 2 Less than 25% a 25%-49% ban 25% ban 25%					1 🔲 None	!
a 25%-49% a 25%-49% a 25%-49% a 50%-74% a 50%-74% a 50%-74% b 50%-74% a 50%-74% a 50%-74% c 10% a 175% or b 0%-74% c 10% a 10% a 10% c 11% a 10% a 10% a 11						
Section X - TERMINATION OF CONTRACT OR AGREEMENT 141 What situation best describes how you terminated your contract or agreement? 141 Mark (X) one 1 Mark S - If necessary use a separate sheet of paper Section XI - PERSON COMPLETING THIS REPORT Name - Please print Date - Mo./Day/1977 152 Telephone Area code		з 🗌 25%49%	э 🔲 25%49%			
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Section XI – PERSON COMPLETING THIS REPORT Name – Please print Date – Mo./Day/1977 1st Area code Number	Mark (X) one	4 🗍 Decision by the	e contractor			
Name – Please print Date – Mo./Day/1977 152 Telephone 151 Area code Number	Remarks — If necessary use a separate sheet of paper					
Name – Please print Date – Mo./Day/1977 152 Telephone 151 Area code Number	Section XI - PERSON COMPLETING THIS REPORT					
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Feeder Pigs

The trend in 20th Century American agriculture toward specialization of operations has not occurred without affecting the hog industry. Although farrowing to fattening operations are still the most common occurrence in hog production, an increasing number of operators are preferring for various reasons, to raise only feeder pigs or to fatten hogs for market. As one means of tying together these specialized operations, the industry has begun to turn to the implementation of contract arrangements. Contract usage in feeder pig production results in the producers being assured of a market for their pigs and at a fair price while at the same time providing hog finishers with a healthy, steady supply of feeder pigs.

The 1974 Census of Agriculture reported 12.6 million feeder pigs being sold from 93,234 farms with sales of \$2,500 and over. Feeder pig contracts were reported to be used in 1974 by 687 of these operators. Of the 283 operators selected for this survey the characteristics of 132 feeder pig contracts utilized in 1977 were tabulated. The allocation of these 132 contracts by geographical areas was: Region I, 74; Region II, 44; and Region III, 14.

Though contract usage in raising feeder pigs has increased in the past 10 years in all regions surveyed, their implementation does not appear to be as widespread as some of the other commodities surveyed. Regional comparisons of contract characteristics produce no marked differences.

Twenty-two percent of the operators surveyed indicated they had discontinued contract usage prior to 1977. As true with the other seven commodities, the reason generally given for discontinuing contract operations was an individual decision by the producer.

The primary determinants of the contract price for the feeder pigs are either based on the open market price at the time of delivery, reported in 41 percent of the contracts, or arrived at through negotiations by the contractor when he sells the product, reported in 33 percent of the contracts. The contractor does not totally dictate the monetary terms of the contract, however, the producer individually appears to have minimal input into its determination. The producer's greatest involvement with

respect to the price he will receive occurs with the 41 contracts (31 percent) reporting a producer organization being responsible for price determination. Additionally, 45 percent of the reported contracts contain clauses tying feeder pig quality to the price received.

Marketing contracts are the predominant type of contracting arrangement reported in this survey. Primary responsibility for determining production practices and furnishing inputs belongs to the producer. It should be noted that production contracts for feeder pigs do exist and are reported in this survey as approximately 6 percent of the contracts.

Cooperatives are involved to a large extent in feeder pig contract operations. Seventy-six percent of the contractors involved were cooperatives while 68 percent of the producers were members of these cooperatives. The producer expressed general satisfaction with both the production and marketing terms of the contract and 70 percent of the respondents plan to continue contract usage. However, as is true with most marketing contracts, 67 percent of the farmers reported that feeder pigs would have been produced without a contract.



Table 16. Timing of Contracts for Feeder Pigs

		Before production	During production	At delivery or within	After product	
	Tota1	period	period	one week	was marketed	Not applicable
Contract agreed upon	131	76	48	7	(NA)	(NA)
Price or payment agreed upon	129	16	10	65	38	(NA)
Part cash payment received	129	1	2	55	30	-41
Final cash payment received	130	-	-	79	51	(NA)
Contractor assumed ownership	128	4	5	91	28	(NA)

Table 17. Terms of Contracts for Feeder Pigs

	(Base	ed on 132 contracts	reported)					
		Terms made by						
	Total	Contractor	Producer	Producer and contractor	A producer organization	Items were specified in contract		
Number produced	122	1	105	8	8	37		
Breeding program	115	-	80	25	10	27		
Breeds or types of pig	119	5	83	25	6	25		
Amount of feed	118	2	113	3	-	4		
Analysis of feeds	118	4	108	6	-	5		
Special type of equipment	117	-	112	5	-	6		
Frequency/extent of disease control	114	3	78	31	2	23		
Type of disease control	118	4	89	21	4	16		
Ending weights	115	33	28	36	18	69		
Production practices other than disease								
control	115	5	83	20	7	19		
Price terms	111	41	8	21	41	34		
Other	3	~	2	-	1	1		

Table 18. Production Items Furnished for Contracts for Feeder Pigs

		(Based o	n 132 contract	ts reported)				
		Contract	Ite	m furnished by-	-		of payment for ished by contra	
	Item was applicable to contract	specified who fur- nished item	Producer	Producer and contractor	Contractor	No charge	Open account	Cash deliy
Breeding stock	128	50	111	3	15	10	6	
Feed Chemicals for disease and parasite	129	39	121	-	8	5	3	
control	128	33	115	4	10	6	6	
Labor	128	38	127	1	-	-	-	
Transportation	128	61	81	11	36	32	8	

61 37

32

36

19

(X)

91

121

126

55

(X)

81

35

117

125

52

(X)

34 1 1

1

(X)

5

Table 19. Payment Determination by Size of Operation for Feeder Pigs

(Based on 132 contracts reported)

		Feeder pigs produced under contract in 1977								
	Total	l to 49 pigs	50 to 99 pigs	100 to 199 pigs	200 to 499 pigs	500 to 999 pige	1,000 pigs and over			
Open market price at time of delivery	54	1	3	5	22	10	13			
Open market price at time contract was entered into	1		-	-	-	-	1			
From futures market price	-	-	-	-	-	-	-			
From price negotiated by contractor when he sells	44]	2	1	6	20	12	3			
By negotiation with contractor	3	-	-	-	-	-	3			
Value of production items furnished by producer	1	-	-	-	-	-	1			
Set by contractor without negotiation	12	2	-	-	3	-	7			
Other	12	-	-	1	4	2	5			
Total reporting size of operation	129	5	4	12	50	26	32			

,

Cash on delivery

2

-

3

(X)

8

6

-

-

_

(x)

32

(X)

Transportation..... Technical assistance.....

Machinery and/or equipment.....

Housing.....

Other.....

Other financial assistance provided

by contractor.....

Table 20. Contract Provisions for Variation in Quantity and Quality for Feeder Pigs

(Based or	132 co	ontracts reported)	
	Farms		Farms
Lesser quantity: Contractor would have accepted pigs delivered Producer would have purchased the deficit amount to fulfill contract Producer would have made a cash payment to fulfill contract Contract would have been invalidated Contract included a natural disaster clause No provision to cover lesser quantity Other	- 56 2 2 2 3 58 16	Lower quality: Contractor would have accepted pigs delivered Producer would have made cash payment to fulfill contract No payment would have been received for inferior pigs Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered Pigs would have been sold on open market Pigs would have been destroyed Pigs would have been offered to contractor; then sold on open	9 - 14 - - 60 15 -
Greater quantity: No payment would have been received for excess produced Excess would have been sold on open market	2 15	market No provision to cover lower quality Other	26 11 4
Producer would have received a reduced payment for excess Excess would have been offered to contractor; then sold on open market Producer would have received an incentive or premium payment No provision to cover greater quantity Other	1 20	Higher quality: No additional payment would have been received Producer would have received an incentive or premium payment Pigs would have been sold on open market Pigs would have been offered to contractor; then sold on open market No provision to cover higher quality Other	43 31 5 3 31 6

Table 21. Other Contract Characteristics for Feeder Pigs

(Based on 132 contracts reported)

		1 <i>.</i>	ct in 1977				
	Total	l to 49 pigs	50 to 99 pigs	100 to 199 pigs	200 to 499 pigs	500 to 999 pigs	1,000 pigs and over
Other contractors were available for negotiation	53	-	2	3	22	8	18
Producer had knowledge of key provisions of other contracts	39	-	2	3	15	8	11
Negotiations were undertaken with more than one contractor	18	-	1	-	7	2	8
Contract was specified in writing	117	5	3	12	49	25	23
Contract covered more than one production period	111	5	2	10	45	20	29
Contract specified a specific number of feeder pigs Product was pooled with others prior to final payment	20	-	-	2	10	5	3
determination	81	3	1	8	40	20	9
Product was under a State or Federal market order	10	1	-	-	5	3	1
Contractor was a cooperative	100	5	3	12	42	24	14
Producer was a member of this cooperative	90	3	2	11	39	23	12
Contract was associated with a joint venture between two or			-				
more cooperatives or a cooperative and another firm,	6	1	_	2	_	1	2
Producer's operation was a part of this joint venture	ž	-	_	2	_	1	ĩ
A bargaining association was involved in negotiating the contract	10		_	-		1	1
	10	-	-	-	4	5	1
Producer was a member of this bargaining association Contractor provided supply, demand and/or price outlook	y	-	-	-	د	5	1
information	67	2	1	7	25	. 17	15
Producer considered this as main source of market information Producer was generally satisfied with production terms of	31	-	-	3	12	10	6
contract	124	5	4	12	7	25	31
Producer was generally satisfied with marketing terms of contract	1 20	4	4	11	46	25	30
Producer plans to continue utilization of contracts	92	3	4	7	32	21	25
Pigs would have been produced without a contract	87	4	4	6	36	15	22
Total reporting size of operation	129	5	4	12	50	26	32

Table 22. Extent of Contract Usage for Feeder Pigs

(Based on 132 contracts reported. Producer's opinion of pigs produced under contract)

ſ	1977				1972				1967			
-	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III
Total reporting Percent of pigs in area contracted:	102	59	31	12	87	51	28	8	76	46	23	7
None Under 25 percent	22	- 11	- 5	6	3 24	- 13	1 8	2 3	9 35	4 17	2 14	3
25 to 49 percent 50 to 74 percent	16 31	7 18	6 12	3	26 29	11 22	12 7	3	21 11	15 10	6 1	_
75 percent and over	33	23	8	2	5	. 5	-		-	-	-	-

Table 23. Operator Characteristics by Size of Operation for Feeder Pigs

		Feeder pigs produced under contract in 1977									
	Total	l to 49 pigs	50 to 99 pigs	100 to 199 pigs	200 to 4 99 pigs	500 to 999 pigs	1,000 pigs and over				
Years grown under contract:											
1 to 5 years	44	1	4	2	17	6	14				
6 to 10 years	49	- 1	_	3	21	11	14				
10 years and over	33	4	-	6	11	8	4				
Type of Organization:				-							
Individual	113	5	3	12	46	23	24				
Partnership	12	_	ĩ		3	2	6				
Corporation	2	_	_	_	_	ī	1				
Other	2	-	-	-	1	-	1				
Value of products sold in 1977:											
Under \$10,000	19	3	,]	-						
\$10,000 to \$39,999	56	2	4	2	33	14	-				
\$40,000 to \$99,999	37	2	-	4	33 10	14	15				
\$100,000 to \$499,999	15	-	-	د	10	9	13				
\$500,000 and over	13	-	- 1	-	-	2	13				
prov, out and over	*]	-	-	-	-	-	1				
Primary business of contractor:							1				
Feed company	7	-	-	-	4	-	3				
Packer buyer	-	-	-	-	-	-	-				
Livestock dealer	42	3	2	4	16	6	11				
Farmer	16	1	1	-	2	1	11				
Other	61	1	1	8	27	18	6				
Total reporting size of operation	129	5	4	12	50	26	32				

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								Page 2			
Section I – In 1977, did you have any CONTRACT or BINDING AGREEMENT to produce or market any FEEDER PIGS on this farm or ranch?											
Include only oral or written agreements made more than 30 days prior to delivery. Do not include Futures con traded through organized commodity exchanges.	1 ☐ Yes - Please complete this report form. See NOTE above section II before beginning. 2 ☐ No - Please complete sections X and XI and return form to Bureau of the Census										
NOTE: If you had feeder pig contract to the contract that represent	ts with mo s the LAP	re ti RGE	han one cont ST QUANTIT	ractor in 197 Y of your p	17, direct yo roduction.	our respons	505				
Section II - TIMING OF CONTRACT AGREEMENT			м	ark (X) only (ONE box for	each questi	on				
Mark (X) the box which best applies for questions 1 th 5 below.	rough		Before production started	During production period	At delivery or within one week	After the product wa marketed		Not plicable			
1. When was contract agreed upon or validated? \ldots .		ode 0 20	1	2	3	4 (NA)		5 (NA)			
2. When was price of product or payment agreed upon?		021						(NA)			
3. When was part cash payment received?	•••••	022									
 When is final cash payment received? S. When did contractor assume ownership of product? 		023 024						(NA) (NA)			
Section III - TERMS OF CONTRACT			A D	termined by?	I <u></u>	i	B. W				
Listed below (items 1-12) are various items which are involved in production and marketing of feeder pigs.	2	~		ark (X) only (ONE box for a	each item.	item spec	s 1–12 cified ontract?			
Mark (X) the appropriate columns for questions A and	в		Contractor only	You, the producer	You and contractor	A produce organizatio		7			
		Code		I F	jointly	÷		- <u>i</u>			
1. Number produced		031		2	3		5				
2. Breeding program	• • • • • •	0 3 2									
3. Breeds or types of pig to be raised	•••••	033									
4. Amount of feed to be used		0 3 4	П					l n			
5. Analysis of feeds to be used		035									
6. Special type of equipment to be used		0 36									
7. Frequency and/or extent of disease, pest, and/or parasite controls		0 37									
8. Type of disease, pest, and/or parasite controls to u	⊿se	0 38									
9. Ending weights	•••••	0 39									
10. Production practices other than disease, pest,				, , , , , , , , , , , , , , , , , , , ,							
and/or parasite controls		040 042									
12. Other $-spec/ty$											
		043									
Section IV - Who furnishes the production items listed below?	A. Does item apply?		Does contract specify who iurnishes item?	C. What percent of item is furnished by -		D. How did items fu the conti	nished	ished by			
Mark (X) the appropriate columns for questions A-D for each item	Yes No	Ye		You	Contractor	No charge a	Open ccount	Cash on delivery			
Code			3 4	5 (/	6	7	8	9			
1. Breeding stock 051				%	<u>%</u>						
2. Feed os2 3. Chemicals for disease and parasite control . os3				<u> </u>	<u>%</u>						
								L			
4. Labor 054				%	%						
5. Transportation				%	%						
6. Technical assistance 058				%	%						
7. Machinery and/or equipment		ן ר		%	%						
8. Housing 060				%	%						
9. Other, such as utilities, insurance, etc. – Specify			_								
061				%	%						
E. Did the contractor provide any additional financial	•t	062		· · · · ·		L	l.				
assistance (including cash advances) that was not related to the specific inputs listed above?			1 Yes 2 No	Specify kind							
C (24 14 17) (9-20-77)											

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FORM 74-A72 (9-20-77)

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Section V – PAYMENT DETERMINATION How was the payment you received from the contractor determined?	 071 1Open market price at time of delivery 2From open market price at time contract was entered into 3From Futures market price 4From price negotiated by the contractor when he sells the product 	
Mark (X) one box	 By negotiation with contractor - not based on any quoted or market Value of production items and services furnished by you Set by contractor without negotiation 	price
	s _ Other - Specify	
 Section VI – ORIGIN OF CONTRACT How long have you grown feeder pigs under contract? 	001 1 1 - 5 years 2 6-10 years 3 More than 10 years	
2. How long have you grown feeder pigs for your present contractor?	082 1 1−5 years z 6−10 years a More than 10 years	
 Were there any other feeder pig contractors available with whom you might have negotiated? 	083 1 ☐ Yes - Complete 3a and 3b 2 ☐ No - Skip to question 4 3 ☐ Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	084 1	
b. Did you negotiate or bargain with more than one contractor?	085 1 _ Yes 2 _ No	
4. Would you have grown feeder pigs without a contract?	086 1 _ Yes 2 _ No	
Section VII - CONTRACT PROVISIONS FOR 1	VARIATION IN NUMBER OR QUALITY OF FEEDER PIGS PRODUCED	
Listed below are consequences that may have a was different from that specified in the contrac A. If NUMBER of pigs produced had been LESS		Mark (those t app: 091
A, II NUMBER OF PIES PRODUCED HAD DEED LES		091
	-	. 1
1. The contractor would have accepted the p 2. I would have purchased the deficit amount	pigs delivered as fulfillment of the contract	. 2[
 The contractor would have accepted the p I would have purchased the deficit amoun I would have made a cash payment to fulf 	pigs delivered as fulfillment of the contract	2 [. 3 [
 The contractor would have accepted the p I would have purchased the deficit amoun I would have made a cash payment to fulf The contract would have been invalidated The contract included a "Natural disasted 	pigs delivered as fulfillment of the contract	2 [3] 4 [
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							Page 4
Section VIII - OTHER CONTRACT CHARACTERISTICS					Yes	No	Don't know
Mark (X) Yes, No, or Don't know for each item 1–12				Code	1	2	3
Was the contract or agreement in writing? Did the contract or agreement source the contract.			• • • • • • •	• • 101			(NA)
2a. Did the contract or agreement cover more than one season or p		103					
 b. If Yes in 2a, how many seasons or periods were covered? 3. Did the contract or agreement specify a specific number of fee 	der pig	s?	· · · · · · · · ·	104			
 Was your product pooled with that of other producers before a Was the product under a State or Federal market order? 	final pri	ce or payment was d	etermined?	105			
6a. Was the contractor a cooperative?				. 107			
 b. If Yes in item 6a, were you a member of the cooperative? 7a. Was the contract or agreement associated with a joint venture 			• • • • • • • •	108	\Box		(NA)
 b. If Yes in 7a, was your operation a part of this joint venture?. 		<i></i>	• • • <i>•</i> • • • •	109 110			(NA)
8a. Was a bargaining association involved in negotiating or impler b. If Yes in 8a, were you a member of this bargaining association	1?			112			(NA)
9a. Did the contractor assist you with supply, demand, and/or price b. If Yes in ⁹ a, was this your main source of market information?	ce outlo	ok information?	•••••	113 114			I
 Were visit concernity satisfied with the production terms of your Were visit concernity satisfied with the marketing or price terms Drived plants coat according to expand the use of contracts or a concernity your tarm products? 	of your agreem	contract or agreemer ents in the productio	nt? n	116			
Section IX - TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME	121	1 🗀 Individual or 1				<u>ب</u> rshin)	<u>. </u>
1. What type of organization best describes your farm business?	1	2 Partnership o					
Mark (X) one	4] 4	э 🗌 Corporation, i 4 🗌 Other, such a				etc.	
2. What was the primary business of the contractor?	122			-			
Mark (X) one	1 1 1 1 1 1 1 1 1	1 Feed company 2 Packer buyer 3 Livestock dea 4 Farmer					
	i i	s 🗌 Other – Speci	ity				
 What is the expected number produced and value of your sales of feeder pigs for 1977? 	<u> </u>	Number produced				eived of 1 eeder pigs	
a. Total number and value of feeder pigs	124		12	5			
grown under contract b. Total number and value of feeder pigs None	127		\$	9			.00
grown without a contract	1		\$.00
4. What is the expected total gross value of all agricultural products sold from your farm during 1977?	129	1 (\$500,000 or m 2 (\$100,000 to \$4					
Mark (X) one	 	3	•				
	1	₅ 🗌 Less than \$10	,000				
5. In your opinion what percentage of the feeder pigs produced	1	1977		1972		1967	
in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967?	131	1 None	132	None	133	None	
	i	2 🔲 Less 🦂	2	Less	2	Less	
	1	than 25% ∋ 25%—49%		than 25% 25%–49%	 a(than 25	
	I	4 🔲 50%-74%		50%-74%		50%-7	
	1	s 📺 75% or more		75% or more	5	_] 75% or more	
	1	€ ☐ Don't know	1	Don't know	6	Don't l	now
	ļ			TO SECT	1		
Section X - TERMINATION OF CONTRACT OR AGREEMENT	141			GEUI			
What situation best describes how you terminated your	1	1 🗌 Individual dec					atia-
contract or agreement?	 	2 🔲 Group decision 3 🗌 Joint decision	between t	he contracto		•	100
Mark (X) one	l 	₄	ne contract	10			
Remarks - If necessary use a separate sheet of paper							
Section XI - PERSON COMPLETING THIS REPORT							
Name - Please print	Date -	Mo./Day/1977	152		elephone		
	1.21		Area cod	e Numb	er II	[]	1
FORM 74-A72 (9-20-77)	<u>.</u>		4 		L	<u>_</u>	

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Slaughter Hogs

Contract usage in the production and marketing of slaughter hogs has evolved, as in the case of feeder pigs, from the need for coordination between the various aspects of the hog industry. A wide range of contract possibilities exists for producing and marketing slaughter hogs with each offering various combinations of advantages to the farmer and contractor. Farmers, in general, want to reduce market risks and financial requirements, while contractors want to have a stable supply of quality hogs for processing and marketing.

According to the 1974 Census of Agriculture, approximately 1,000 farm operators reported that contracts were employed in the production and marketing of slaughter hogs in the United States. The accompanying map outlines the three regions utilized in sampling hog contracts. The 344 contractees sampled resulted in the following geographic distribution of active 1977 contracts: Region I, 32; Region II, 14; and Region III, 10.

The use of contracts appears to be a relatively recent development in produc-

ing and marketing slaughter hogs; 68 percent of the farmers reported having utilized contracts for 5 years or less. In contrast to the 56 respondents reporting 1977 contracts, 154 one-time hog producers indicated that they had terminated their contract arrangements prior to 1977 An individual decision was the reason 86 percent of the growers terminated their contracts. Historically, producers have entered into market hog production when the prevailing market conditions are advantageous and an adequate supply of feeder pigs is available. Conversely, hog growers have discontinued their operations when they are no longer profitable. This so-called hog cycle no doubt influenced the large percentage of growers surveyed who reported discontinuing their contracts.

The contracts tabulated for this survey report a wide range of methods employed to determine the contract price without a clearcut domination by either the producer or contractor being established. Additionally, contract provisions for variation in the quantity and quality of the hogs do not appear to be well defined. A majority of the contracts indicated either the contractor would have accepted the hogs as delivered if the quantity or quality varied, or there was no provision to cover such a situation.

Data collected on contracts indicate that both production and marketing contracts are used for slaughter hogs. Based on previous text discussions of production versus marketing contracts, 18 marketing and 32 production contracts can be identified. Six contracts were not readily classified.

Cooperatives are extensively involved in slaughter hog contracts. Forty-five percent of the contractors were reported as being cooperatives. Though other contractors were available for negotiations in approximately 60 percent of the cases, only 1 out of 4 of these producers actually negotiated with another contractor. As is true with the majority of the contracts reported in the 1977 Contract Survey, the producer expressed general satisfaction with both the production and marketing terms of the contract and plans continued utilization of his contract arrangement.

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Table 24. Timing of Contracts for Slaughter Hogs

(Based	on	56	contracts	reported	}

	Total	Before production period	During production period	At delivery or within one week	After product was marketed	Not applicable
Contract agreed upon	53	41	11	1	(NA)	(NA)
Price or payment agreed upon	55	26	7	12	10	(NA)
Part cash payment received	54	2	2	13	27	10
Final cash payment received	53	-	-	11	42	(NA)
Contractor assumed ownership	52	26	1	17	8	(NA)

Table 25. Terms of Contracts for Slaughter Hogs

		Terms made by								
	Total	Contractor	Producer	Producer and contractor	A producer organization	Items were specified in contract				
Number produced	49	9	16	21	3	25				
Date placed on feed	48	11	22	14	1	16				
Breeds or types of hogs	49	17	17	13	2	9				
Amount of feed	49	19	18	10	2	8				
Analysis of feed	49	27	16	3	3	13				
Special type of equipment	49	2	29	16	2	8				
Frequency/extent of disease control	50	9	19	22		16				
Type of disease control	49	15	17	17	-	13				
Ending of feeding	50	13	17	20	- 1	15				
Production practices other than disease					1					
control	48	11	20	16	1	15				
Rate of delivery of hogs	46	13	15	16	2	16				
Price terms	47	16	3	22	6	38				
Other	1	-	-	1	-	1				

Table 26. Production Items Furnished for Contracts for Slaughter Hogs

(Based on 56 contracts reported)

	Item was applicable	Contract specified	Ite	n furnished by-	-	Method of payment for items furnished by contractor			
	to contract	to who fur-		Producer and contractor	Contractor	No charge	Open account	Cash on delivery	
Feeder pigs	54	35	21	-	32	25	7	-	
Feed Chemicals for disease and pest	56	39	18	-	37	27	10	-	
control	55	35	19	3	32	24	11	-	
Labor	56	36	54	-	1	-	· _	1	
Transportation to market	52	34	26	2	24	20	5	1	
Processing and/or packing	7	2	1	-	6	6	-	_	
Technical assistance	41	30	13	5	23	26	1	1	
Machinery and/or equipment	54	32	49	1	-	-	-	1	
Other	30	24	26	1	3	2	2	-	
Other financial assistance provided					ſ				
by contractor	(X)	(X)	(X)	(X)	3	(x)	(X)	(x)	

Table 27. Payment Determination by Size of Operation for Slaughter Hogs

(Based on 56 contracts reported)

		Slaughter hogs produced under contract in 1977									
	Total	l to 49 hogs	50 to 99 hogs	100 to 199 hogs	200 to 499 hogs	500 to 999 hogs	1,000 hogs and over				
Open market price at time of delivery	18	-	1	1	6	5	s				
Open market price at time contract was entered into	-	-	-	-	-	-	J				
From futures market price	5	-	-	2	1	_	-				
From price negotiated by contractor when he sells	4	-	-	-	ī	2	2				
By negotiation with contractor	11	-	-	1	3	2	1				
Value of production items furnished by producer	3	-	-	1	-	-	ر د				
Set by contractor without negotiation	8	-	-	-	-	1	2 7				
Other	4	-	-	-	1	2	1				
Total reporting size of operation	56	-	1	5	13	14	23				

.

Table 28. Contract Provisions for Variation in Quantity and Quality for Slaughter Hogs

(Based on 56 contracts reported)

	Farms		Farms
Lesser quantity: Contractor would have accepted hogs delivered Producer would have purchased the deficit amount to fulfill contract Producer would have made a cash payment to fulfill contract Contract would have been invalidated Contract included a natural disaster clause No provision to cover lesser quantity Other Greater quantity: No payment would have been received for excess produced Excess would have been sold on open market Producer would have been offered to contractor; then sold on open market Producer would have received an incentive or premium payment No provision to cover greater quantity	5 3 -4 10 3 5 11 - 7 7 8 16	Nogs would have been offered to contractor; then sold on open market No provision to cover lower quality	12 - 2 2 4 8 4 2 16 3 12 12 12 12 12 12 12 12 2 18 2

Table 29. Other Contract Characteristics for Slaughter Hogs

(Based on 56 contracts reported)

[Slaughter h	ogs produced	under contr	act in 1977	
	Total	1 to 49 hogs	50 to 99 hogs	100 to 199 hogs	200 to 499 hogs	500 to 999 hogs	1,000 hogs and over
Other contractors were available for negotiation	33	-	-	2	5	12	14
Producer had knowledge of key provisions of other contracts	25	-	-	2	3	8	12
Negotiations were undertaken with more than one contractor	8	-	-	-	3	1	4
Contractor was specified in writing	43	-	1	4	12	9	17
Contract covered more than one production period	32	_	-	2	9	6	15
Contract specified a specific number of hogs Product was pooled with others prior to final payment	31	-	-	3	10	8	10
determination	5	-	-	-	1	3	1
Product was under a State or Federal market order	1	-	-	-	_	-	1
Contractor was a cooperative	25	-	-	1	8	7	9
Producer was a member of this cooperative Contract was associated with a joint venture between two or	20	-	-	ī	5	6	8
more cooperatives or a cooperative and another firm	5	-	-	-	3	1	1
Producer's operation was a part of this joint venture A bargaining association was involved in negotiating the	3	-	-	-	2	1	-
contract	9	-	-	1	2	4	2
Producer was a member of this bargaining association	9	-	-	1	2	4	2
Contractor provided supply, demand and/or price outlook							1
information	24	-	1	1	7	7	8
Producer considered this as main source of market information Producer was generally satisfied with production terms of	12	-	-	I	3	5	3
contract	48	-	1	5	13	10	19
Producer was generally satisfied with marketing terms of							(
contract	46	-	1	4	12	11	18
Producer plans to continue utilization of contracts	44	-	-	3	11	12	18
Hogs would have been produced without a contract	31	-	-	3	8	9	11
Total reporting size of operation	56	-	1	5	13	14	23

Table 30. Extent of Contract Usage for Slaughter Hogs

(Based on 56 contracts reported. Producer's opinion of hogs produced under contract)

		·										
			1977				1972		1967			
1	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III
Total reporting Percent of hogs in area contracted:	42	23	12	7	39	20	12	7	37	20	11	6
None	-	-	-	-	5	3	1	1	13	5	5	3
Under 25 percent	24	14	9	1	26	13	10	3	19	13	5	1
25 to 49 percent	9	5	3	1	3	1	1	1	3	1	1	1
50 to 74 percent	2	1	-	1	3	2	-	1	2	1	-	1
75 percent and over	7	3	-	4	2	1	-	1	-	-	-	-

Table 31. Operator Characteristics by Size of Operation for Slaughter Hogs

			Slaughter	hogs produced u	nder contract i	n 1977	
	Tot a l	1 to 49 hogs	50 to 99 hogs	100 to 199 hogs	200 to 499 hogs	500 to 999 hogs	1,000 hogs and over
Years grown under contract:							
1 to 5 years	38	-	1	5	10	8	14
6 to 10 years	11	_	-	5	ĩ	ž	
10 years and over	6	-	-	-	ĩ	3	2
Type of organization:							
Individue1	44	-	1	5	11	13	14
Partnership	7	_	-	,	1	15	14
Corporation	á l	_	_		1	1	,
Other	i	_	-	-	1	-	-
Value of products sold in 1977:							
linder \$10,000	- 1						
\$10,000 to \$39,999.	2	-	1	1	-		
\$40,000 to \$99,999	24	-	-	2	1	1	1
\$100,000 to \$499,999	18	-	-	-	8	11	5
\$500,000 and over.	181	-	-	1	3	2	12
\$500,000 and 0ver	2	-	-	-	-	-	5
Primary business of contractor:							
Feed company	26	-	1	2	7	5	11
Packer or packer buyer	10	-	-	1	2	2	1
Livestock dealer	1	-	_	1	-	2	5
Other	19	-	-	î	4	7	7
Total reporting size of operation	56	-	1	5	13	14	23

(Based on 56 contracts reported)

Form Approved: O.M.B. No. 40-S77019 FORM 74-A73 U.S. DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS NOTICE - Response to this inquiry is required NOTICE - Response to this inquiry is required by law (title 13, U.S. Code). By the same law YOUR REPORT TO THE CENSUS BUREAU IS CONFIDENTIAL. It may be seen only by sworn Census employees and may be used only for statistical purposes. Your report CANNOT be used for purposes of taxation, investigation, or regulation. The law also provides that copies retained in your files are immune from legal process. PRODUCER QUESTIONNAIRE ON CONTRACTS OR BINDING AGREEMENTS FOR SLAUGHTER HOGS 73 Complete this report and RETURN TO BUREAU OF THE CENSUS 1201 East Tenth Street Jeffersonville, Indiana 47132 CENSUS USE ONLY 011 012 013 014 (Please correct any error in name and address including ZIP code) FROM THE DIRECTOR **BUREAU OF THE CENSUS** We need your help in completing this report on contracts and agreements which are used for the production and marketing of selected agricultural products. In order to minimize the reporting burden on the Nation's farmers, this request is being mailed to only a sample of the farming operations which were included in the 1974 Census of Agriculture. Since your operation is among the sample selected to represent all contractual arrangements, your response is very important to the successful completion of the survey. Specialized information is needed about the extent and use of production and marketing contracts in our Nation's agriculture. At present, little is known about the characteristics and types of arrangements and the effect they have on individual farming activities and marketing. Please complete this report form for any contract or agreement you had in 1977. Most questions on the report can be answered readily by marking a "Yes" or "No," making an "X" in an appropriate box, or reporting estimates and percentages where actual figures are not readily available. We ask that you reply within 7 days; a preaddressed envelope is provided for your convenience. The Contract Survey is part of the 1974 Census of Agriculture program which is required by title 13, United States Code, and is being taken in cooperation with the Economic Research Service of the U.S. Department of Agriculture which will use statistical totals in its work. Accordingly, under provisions of this title, your individual response is required by law and must be kept confidential, and will be seen only by sworn Census employees. Your cooperation in helping us to complete the survey economically and quickly is most appreciated. Sincerely, MANUEL D. PLOTKIN Enclosure

										Page 2
Section 1 – In 1977, did you have any CONTRACT or BINDING AGREEMENT to produce or man any SLAUGHTER HOGS on this farm or ra	ket		015] Yes			nplete this rep ion II before b		e NOTE	Ī
Include only oral or written agreements made more that 30 days prior to delivery. Do not include Futures con traded through organized commodity exchanges.			2[No	– PI	ease com	plete sections au of the Cen	X and XI ar	nd return	I
NOTE: If you had slaughter hog con to the contract that represen	tracts ts the	with LAP	h more ti RGEST (han o QUAN	ne c TIT	ontracto Y of you	r in 1977, dir r production.	ect your re	sponse	5
Section II - TIMING OF CONTRACT AGREEMENT					Mark	(X) only	ONE box for e	ach questio	 n	
Mark (X) the box which best applies for questions 1 through 5 below.			Before production started		During production period		At delivery or within one week	After the product was marketed		Not licable
1. When was contract agreed upon or validated?		Code 020		1		2	3	4 (NA)	-	5 (NA)
2. When was price of product or payment agreed upon		021		1					1	NA)
3. When was part cash payment received?		022							1 1	
4. When is final cash payment received? 5. When did contractor assume ownership of product?				1 						NA) NA)
Section III - TERMS OF CONTRACT			A	Detern	ined	by?		L	B. W	ere
Listed below (items 1–13) are various items which are involved in production and marketing of hogs.	,			Mark	(X) c	only ONE	box for each i	tem.	s	ems 1–13 ecified in ntract?
Mark (X) the appropriate columns for questions A and	В		Contract only	or		ou, the looducer	You and contractor jointly	A producer organization	Yes	No
1 Number produced		Code	1	İ		2	3	4	5	6
1. Number produced				i						
3. Breeds or types of hog				1						
4. Amount of feed to be used		034	Ē	1						
5. Analysis of feeds to be used				1						
6. Special type of equipment to be used	(936		1						
 Frequency and/or extent of disease, pest, and/or parasite controls Type of disease, pest, and/or parasite controls to 		037		1 1 1						
9. Ending of feeding		1								
10. Production practices other than disease, pest and/or parasite controls			 1					-		
11. Rate of delivery of hogs to contractor.				i						
12. Price or payment terms		042							Ĭ	
13. Other - Specity						1 1	1 i i			1
	(043		1						
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?		oes em oply?	B. Does spec fumi	ify wh			percent of item hished by -	for i	did you j tems furn ne contra	ished
Mark (X) the appropriate columns for questions A-D for each item	Yes	No	item Yes	? No	,	You	Contractor	No charge a	Open 1 Iccount 1	Cash on delivery
Code	1	2	3	4		5	5	7	8	9
1. Feeder pigs 051 2. Feed 052					-		<u>%</u> 9			
2. Feed							% o			
4. Labor 054					ן נ		%			
5. Transportation to market					ן ן		oolo			\Box
6. Processing and/or packing				C			· · · · · · · · · · · · · · · · · · ·	° 🗆		
7. Technical assistance					ן כ		<u></u>			
 8. Machinery and/or equipment							%i?			
K 061					ן נ		%9			
E. Did the contractor provide any additional financial assistance (including cash advances) that was not related to the specific inputs listed above?			••••••••••••••••••••••••••••••••••••••	062] Yes – <i>Sp</i>] No	ecify kind		 	
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			Page
ection V - PAYMENT DETERMINATION I. How was the payment you received from the contractor determined? Mark (X) one box	071	Topen market price at time of delivery Tom open market price at time contract was entered into Tom Futures market price Tom price negotiated by the contractor when he sells the product Tom price negotiation with contractor – not based on any quoted or market price Value of production items and services furnished by you Tom Set by contractor without negotiation	:e
2. How was the price you received	072	в Other - Specity	
determined?	10/2	1 By live weight basis 2 By carcus weight basis	
Section VI – ORIGIN OF CONTRACT	081	1 [] 1-5 years	
1. How long have you grown hogs under contract?		2 ☐ 6-10 years 3 ☐ More than 10 years	
2. How long have you grown hogs for your present contractor?	082	1 [] 1-5 years 2 [] 6-10 years 3 [] More than 10 years	
8. Were there any other hog contractors available with whom you might have negotiated?	083	1 [] Yes - Complete 3e and 3b 2 [] No - Skip to question 4 3 [] Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	084	1 [] Yes 2 [] No	
b. Did you negotiate or bargain with more than one contractor?	085	1 [] Yes 2 [] No	
4. Would you have grown hogs without a contract?	086	1 Yes 2 No	
fifferent from that specified in the contract. A.If NUMBER of hogs produced had been LE	ESS than	aced when the NUMBER and/or QUALITY of hogs produced was called for by the contract - contract	Mark (X) those that apply 91
 I would have made a cash payment to The contract would have been invalidation 	fulfill the	ulfill the agreement	2 3 4
obligation to deliver or produce hogs t 6. There was no provision to cover this s	because (of factors beyond my control	5 [] 6 [] 7 []
9. Other - Specify			,
B. If NUMBER of hogs produced had been MC		a called for by the contract —os excess produced	_
		market	1 🗌 2 🗍
		ent from the contractor for the excess produced	3
		ntractor first; then sold on open market ,	4
5. I would have received an incentive or		payment from the contractor	6 🗌 7 🗌
			8
C. If the QUALITY of hogs produced had bee			94
		delivered as fulfillment of the contract	1 🗌 2 🗌
		e contract	2 [_] 3 [_]
4. The contract would have been invalidated	ated		4
5. The contract included a "Natural disa the obligation to deliver or produce ho	ister'' or Igs becau	"Act of God" clause which would have eliminated or reduced use of factors beyond my control	5 6
The hogs would have been sold on the	onen ma	the contractor based on the quality actually delivered	7
8. The hogs would have been offered to t	he contra	actor first; then sold on the open market	, 9 🗌
9. There was no provision to cover this s	situation		10 0 0 000
D. If the QUALITY of hogs produced had bee			
1. No additional payment would have bee	n receive	ed other than specified in the contract	١
 I would have received an incentive or The hogs would have been sold on the 	premium	payment from the contractor	2
A The hole would have been offered to the	open ma	rket	3 🗌 4 🗌
5. There was no provision to cover this s	open ma he contra situation		3 4 5 6

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					I No	۶ ۱ [
Section VIII – OTHER CONTRACT CHARACTERISTICS Mark (X) Yes, No, or Don't know for each item 1–12				Yes	I No	1
1. Was the contract or agreement in writing?			Code 101		2	1
2a. Did the contract or agreement cover more than one season of	103	ļ.				i i
 b. If Yes in 2a, how many seasons or periods were covered? Joid the contract or agreement specify a specific number of h 	ogs?	· · · · · · ·	104			! []
 Was your product pooled with that of other producers before a Was the product under a State or Federal market order? 	a final price or payment w	as determ	ined? . 105 106			
 6a. Was the contractor a cooperative? b. If Yes in item 6a, were you a member of the cooperative? . 			107			
7a. Was the contract or agreement associated with a joint ventur cooperatives or a cooperative and another firm?	e between two or more		109			
 b. If Yes in 7a, was your operation a part of this joint venture? 8a. Was a bargaining association involved in negotiating or impl 			1			1
 b. If Yes in 8a, were you a member of this bargaining associati 9a. Did the contractor assist you with supply, demand, and/or pr 	on?	• • • • • •	112			
b. If Yes in 9a, was this your main source of market information	1?	•••••	114			
 Were you generally satisfied with the production terms of you Were you generally satisfied with the marketing or price term Do you plan to continue and/or expand the use of contracts of 	is of your contract or agree	ement? .	115			1 1 1
or marketing of your farm products?	· · · · · · · · · · · · · · · · · · ·	· · · · · ·	, 117			1
Section IX - TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME	121 1 Individual or f	amily ope	ration (sole p	oprietors	hip)	
 What type of organization best describes your farm business? 	2 Partnership op				hips	
Mark (X) one	4 Other such as	• •			-	
2. What was the primary business of the contractor?						
Mark (X) one	1 Feed company 2 Packer or pack 3 Livestock deal 4 Other - Speci	ker buyer Ler				
 What is the expected number sold and value of your sales of hogs for 1977? 	Number produced			value rec roduction	eived of 19	977
a. Total number and value of hogs grown under contract	124		125 \$		1	_
b. Total number and value of hogs grown None without a contract	127		129 \$		 	
4. What is the expected total gross value of all agricultural products sold from your farm during 1977? Mark (X) one	129 1 \$500,000 or mod 2 \$100,000 to \$4 3 \$40,000 to \$99 4 \$10,000 to \$39 5 Less than \$10,	199,999 1,999 1,999				
In your opinion, what percentage of the slaughter hogs produced in your area or neighborhood was sold or moved	1977	1 32	1972	133	1967	
under contract during the years 1977, 1972, and 1957?	1 🗌 None 2 🗍 Less	1) None) Less	1 1	None 🗌 None	
	than 25%		than 25%	1	than 2	
	з — 25%-49% 4 — 50%-74%	4] 25%49%] 50%74%	4	ı	4%
	s 75% or more		75% or more		s 🦳 75% ol more	
	e ⊡Don't know	6	; Don't know	6	Don't	kno
		EASE SK	IP TO SECT	ION XI		-
Section X – TERMINATION OF CONTRACT OR AGREEMENT What situation best described how you terminated your	141 1 🗂 Individual dec	,				
contract or agreement?	2 Group decision				organizati	on
Mark (X) one	4 Decision by th					
Remarks – If necessary use a separate sheet of paper						
Section XI - PERSON COMPLETING THIS REPORT			~ <u>~</u> ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
lame - Please print	Date - Mo./Day/1977	152 Area		elephone	<u> </u>	
	{	Alea			1 1	١
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Broilers

Broiler production has become increasingly concentrated in recent years both in terms of regional areas and fewer but larger scale operations. During the period of 1954 to 1974, production more than tripled from 800 million to over 2.5 billion birds while the number of producers dropped from 50,000 to less than 35,000. Production, processing, and marketing efficiency provided through vertical integration was a major factor in these changes.

Studies of contracts used in broiler production indicate there is no standard contract widely used. The detailed terms or provisions apparently vary somewhat by areas, the financial and management capabilities of the grower, and the degree of competition among contractors. Although there are variations in the detail of individual contracts, this survey points out the strong similarities in the basic provisions among contracts regardless of geographic area.

The production of broilers under contract was reported on 18,697 farms in the 1974 Census of Agriculture. From this total, a sample of 1,761 farms was selected from four regional areas. This sample resulted in the collection of data on 1,056 contracts active in 1977. Geographically, the active contracts were: Region I, 122; Region II, 284; Region III, 280; and Region IV, 370.

Broiler contracts, more so than any of the other contracts surveyed, can be clas-

sified as production contracts. A high degree of uniformity exists in all aspects of their implementation and execution throughout the four regions in the survey. The contractor maintains full control in determining the timing, terms, and production inputs furnished for the contract. The key production items, chicks and feed, are furnished by the contractor in 98 percent of the contracts for which there was a response to this inquiry. Production inputs furnished by the grower were generally limited to production labor, machinery and/or equipment, housing, and a share of the utilities. The degree of involvement by the grower in the decision process and financial arrangements is significantly less than would be true if the producer was an independent broiler raiser. This concept is further reflected in the value he receives for producing the product.

The income received by the grower can be based on the number of birds raised or pounds produced, and is often supplemented by incentives for feed efficiency. In general, the income received represents less than 20 percent of the market value as the cost of chicks and feed are borne by the contractor and thus are excluded from the price calculations. Although the true market prices for broilers are often difficult to determine, the costs of chicks and feed generally represent two-thirds to three-quarters of the market value.

The survey indicates the price terms are determined by the contractor in 92

percent of the cases reported. Producer organizations were infrequently involved in negotiations. It should be noted that more than one-half of the contracts involved incentive payments to the producers based on efficiency of production.

Broiler contracts, as for the other commodities enumerated, tend to be written. Fifty-eight percent of the contractees reported operations in excess of 100,000 birds per year, evidence of the trend in the broiler industry toward larger scale operations. This increase in size of operations is a result of much improved technology and efficiency at both the production and processing levels.

The reported dropout rate of 19 percent for contract broiler growers is the lowest for any of the commodities surveyed, an indication of the relative stability of the broiler industry. Additionally, 541 contractees (51 percent) reported they have grown broilers under contract for more than 10 years.

Although 708 growers (67 percent) reported that other contractors were available for negotiations, only 26 percent actually undertook negotiations with more than one contractor; 153 growers would have raised broilers without a contract. However, the relative efficiency of small-scale independent broiler operations and the uncertain availability of a processor and a market for the birds casts doubt on the feasibility of such an operation.



	Total	Before production period	During production period	At delivery or within one week	After product was marketed	Not applicable
TOTAL (Based on 1,056 contracts reported)			-			
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	971 919 858 951 878	841 604 1 2 572	43 33 72 - 44	87 84 81 124 171	(NA) 198 416 825 91	(NA) (NA) 288 (NA) (NA)
REGION I (Based on 122 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	118 113 108 113 109	106 85 1 - 83	12 10 54 - 2	- 3 9 22 15	(NA) 15 21 91 9	(NA) (NA) 23 (NA) (NA)
REGION II (Based on 284 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	253 245 228 260 234	241 144 - 2 154	10 9 8 - 19	2 17 22 27 40	(NA) 75 125 231 21	(NA) (NA) 73 (NA) (NA)
REGION III (Based on 280 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	252 235 220 247 229	224 175 - 147	7 3 1 ~	21 24 22 40 43	(NA) 33 96 207 29	(NA) (NA) 101 (NA) (NA)
REGION IV (Based on 370 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	348 326 302 331 306	270 200 - 188	14 11 9 - 13	64 40 28 35 73	(NA) 75 174 296 32	(NA) (NA) 91 (NA) (NA)

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Table 32. Timing of Contracts for Broilers

- 1

Table 33.	Terms of	Contracts	for	Broilers
-----------	----------	-----------	-----	----------

Γ	T		Terms mad	e by		Items were
	Total	Contractor	Producer	Producer and contractor	A producer organization	specified in contract
TOTAL (Based on 1,056 contracts reported)						
Number produced Placement dates Breed of broilers Amount of feed Special type of equipment Frequency/extent of disease control Type of disease control Production practices other than disease control Price terms	902 899 892 864 888 867 865 875 865 878 857 857	659 687 843 599 856 389 578 688 735 475 795	34 13 6 106 5 164 54 29 51 99	185 183 24 10 305 232 133 75 273 51	24 16 19 15 17 9 11 15 17 10 21	488 280 211 172 286 258 222 234 315 484
Other	25	24	1	-	-	20
REGION I (Based on 122 contracts reported)						
Number produced	111 111 112 107 109 106 109 105 110 108 108 108 3	82 82 106 61 103 27 55 68 83 46 98 3	3 1 26 1 31 14 12 12 12 18 -	24 27 3 19 3 47 39 24 14 43 9 -	2 1 3 1 2 1 1 1 1 1 1 1 1 1 -	64 400 25 17 14 38 30 25 26 42 69 2
REGION II (Based on 284 contracts reported)						
Number produced Placement dates Breed of broilers Amount of feed Special type of equipment Frequency/extent of disease control Type of disease control Production practices other than disease, control Price terms	235 233 228 223 231 227 225 224 229 223 225 3	154 151 211 168 223 102 157 180 193 123 212 3	10 6 2 17 1 34 6 2 12 26 -	66 73 14 36 5 89 60 40 22 73 10 -	5 3 1 2 2 2 2 2 2 2 1 3 3 -	152 56 55 46 43 78 59 45 58 75 127 2
REGION III (Based on 280 contracts reported)						
Number produced Placement dates Breed of brollers. Amount of feed Special type of equipment Frequency/extent of disease control Type of disease control Production practices other than disease control Price terms	244 243 240 234 238 235 239 238 237 229 230 7	192 188 223 173 227 113 169 190 195 140 201 6	4 3 4 23 2 43 16 6 15 19 - 1	40 45 6 31 2 75 49 34 19 65 21 -	8 7 7 7 4 5 8 8 5 8 7	106 81 51 42 46 67 62 57 57 73 119 1
REGION IV (Based on 370 contracts reported)						
Number produced Placement dates Breed of broilers. Amount of feed. Special type of equipment. Frequency/extent of disease control Type of disease control Ending of feeding Production practices other than disease	312 312 300 310 299 302 298 302	231 266 303 197 303 147 197 250 264	17 3 40 1 56 18 9 12	55 38 1 58 94 84 35 20	9 5 8 5 6 2 3 4 6	166 103 80 67 103 107 95 93
control Price terms Other	297 304 12	166 284 12	36 - -	92 11 -	3 9 -	125 169 12

	Then yes	Contract	It	em furnished by	:	Method of paym by	ent for items contractor	furnished
	Item was applicable to contract	specified - who fur- nished item	Producer	Producer and contractor	Contractor	No charge	Open account	Cash on delivery
TOTAL (Based on 1,056 contracts reported)								
Chicks Feed Chemicals for disease and parasite control	1,017 1,014 991	851 814 722	8 6 72	4 1 41	993 993 859	388 378 310	270 261 247	10 8 9
Production labor. Catching labor. Transportation to market. Processing and/or packing. Technical assistance. Machinery and/or equipment. Housing. Other.	979 979 1,003 993 923 952 977 978 978 934	666 707 702 600 639 635 673 581	915 26 10 5 12 855 975 550	41 12 7 1 1 200 12 1 284	42 958 967 898 899 95 12 83	17 403 404 372 376 42 3 70	8 104 94 82 84 13 1 73	8 2 4 3 1 1 22
Other financial assistance provided by contractor	(X)	(X)	(X)	(X)	23	(X)	(X)	(X)
REGION I (Based on 122 contracts reported)								
Chicks. Feed. Chemicals for disease and parasite control	119 119 117	110 111 98	1 1 14	- - 8	116 116 93	68 69 54	16 15 19	2 2 1
Control. Catching labor. Catching labor. Transportation to market. Processing and/or packing. Technical assistance Machinery and/or equipment. Housing. Other.	117 115 118 111 91 109 116 117 105	98 98 97 94 67 84 92 95 90	14 105 1 - - 109 112 12 17	8 2 1 - - 6 - - 44	93 8 114 109 88 100 6 4 4	34 67 60 51 56 2 1 31	19 2 5 5 4 7 - 10	
REGION II (Based on 284 contracts reported)								
Chicks Feed Chemicals for disease and parasite control Production labor Catching labor Transportation to market Processing and/or packing Technical assistance Machinery and/or equipment Housing Other	270 269 257 260 263 261 248 251 254 263 248	236 224 194 180 184 186 171 179 175 186 156	3 3 15 243 10 4 3 4 230 260 100	- 9 1 - - 6 4 116	265 265 230 16 250 255 240 237 18 4 29	82 75 66 94 94 87 86 9 1 28	99 101 89 2 43 41 40 37 3 1 41	4 3 3 - 3 1 2 2 2 - - 11.
REGION III (Based on 280 contracts reported)								
Chicks Feed Chemicals for disease and parasite control Production labor Catching labor Transportation to market Processing and/or packing Technical assistance Machinery and/or equipment Housing Other	272 272 269 268 268 268 268 267 270 251	213 206 187 165 180 176 153 157 156 167 141	1 - 20 253 5 4 1 2 233 262 161	- 13 1 4 1 1 3 1 75	266 265 4 229 4 260 260 244 248 26 3 8	114 111 90 - 113 110 103 107 8 - 9	50 45 46 1 20 17 16 16 5 - 17	2 1 2 1 1 1 1 1
REGION IV (Based on 370 contracts reported)								
Chicks Feed Chemicals for disease and parasite control Production labor Catching labor Transportation to market Processing and/or packing Technical assistance Machinery and/or equipment Housing Other	356 354 348 342 353 353 336 336 340 340 348 330	292 273 243 223 246 246 209 219 212 225 124 194	3 22 314 10 2 1 6 283 341 272	4 1 8 2 - 5 5 7 1 49	346 347 14 334 343 326 314 45 1 5	124 123 100 7 129 140 131 127 23 1 2	105 100 93 3 3 3 6 31 22 24 5 - 5	2 2 3 - 4 1 1 - - 4

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Table 34. Production Items Furnished for Contracts for Broilers

Table 35. Payment Determination by Size of Operation for Broilers

		Broilers produced under contract in 1977									
	Total	Under 8,000 broilers	8,000 to 15,999 broilers	16,000 to 29,999 broilers	30,000 to 59,999 broilers	60,000 to 99,999 broilers	100,000 broilers and over				
Open-market price at time of delivery	134	1	2	2	13	41	75				
Open-market price at time contract was entered into	22	1	-	ī	3	6	11				
From futures market price	6	-	-	-	_	-	3				
From price negotiated by contractor when he sells.	112	-	3	5	23	31	50				
By negotiation with contractor	115	3	2	5	13	19	73				
Value of production items furnished by producer	38	-	1	3	4	10	20				
Set by contractor without negotiation	480	3	4	11	45	103	314				
Other	65	-	-	1	7	11	46				
Total reporting size of operation	1,038	8	13	31	123	243	620				

(Based on 1,056 contracts reported)

Table 36. Contract Provisions for Variation in Number of Broilers Produced and Performance Standards

	Farms		Farms
TOTAL (Based on 1,056 contracts reported)		REGION IICon. (Based on 284 contracts reported)	
Higher death rate: Contractor would have accepted broilers delivered Contract would have been invalidated Contract included a natural disaster clause No provision to cover higher death rate Other	596 22 264 189 53	Lower efficiencyCon. Producer would have received payment based on quality actually delivered No provision to cover lower efficiency Other	145 11 12
Lower efficiency: Contractor would have accepted broilers delivered No payment would have been received for inferior broilers Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered No provision to cover lower efficiency	425 69 18 100 520 75	Higher efficiency: No additional payment would have been received other than specified Producer would have received an incentive or premium payment No provision to cover higher efficiency Other	74 166 9 8
Other	42	(Based on 280 contracts reported)	
Higher efficiency: No additional payment would have been received other than specified. Producer would have received an incentive or premium payment No provision to cover higher efficiency Other.	350 531 70 36	Higher death rate: Contractor would have accepted broilers delivered Contract would have been invalidated Contract included a natural disaster clause No provision to cover higher death rate Other	164 3 49 60 19
REGION I (Based on 122 contracts reported) Higher death rate: Contractor would have accepted broilers delivered Contract would have been invalidated Contract included a natural disaster clause No provision to cover higher death rate Other	64 7 36 25 12	Lower efficiency: Contractor would have accepted broilers delivered No payment would have been received for inferior broilers Contract would have been invalidated. Contract included a natural disaster clause Producer would have received payment based on quality actually delivered No provision to cover lower efficiency Other.	110 29 7 18 135 24 16
Lower efficiency: Contractor would have accepted broilers delivered No payment would have been received for inferior broilers Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered No provision to cover lower efficiency Other	50 7 2 15 63 10 7	Higher efficiency: No additional payment would have been received other than specified Producer would have received an incentive or premium payment No provision to cover higher efficiency Other REGION IV (Based on 370 contracts reported)	107 113 29 12
Higher efficiency: No additional payment would have been received other than specified Producer would have received an incentive or premium payment No provision to cover higher efficiency Other	28 78 9 7	Higher death rate: Contractor would have accepted broilers delivered Contract would have been invalidated. Contract included a natural disaster clause No provision to cover higher death rate. Other.	220 9 51 81 10
REGION II (Based on 284 contracts reported) Higher death rate: Contractor would have accepted broilers delivered Contract would have been invalidated Contract included a natural disaster clause No provision to cover higher death rate Other	148 3 128 23 12	Lower efficiency: Contractor would have accepted broilers delivered No payment would have been received for inferior broilers Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered No provision to cover lower efficiency Other	151 26 7 16 177 30 7
Lower efficiency: Contractor would have accepted broilers delivered No payment would have been received for inferior broilers Contract would have been invalidated Contract included a natural disaster clause	114 7 2 51	Higher efficiency: No additional payment would have been received other than specified Producer would have received an incentive or premium payment No provision to cover higher efficiency Other	141 174 23 9

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Table 37. Other Contract Characteristics for Broilers

(Based on 1,056 contracts reported)

			Broilers	produced une	der contract	in 1977	
	Total	Under 8,000 broilers	8,000 to 15,999 broilers	16,000 to 29,999 broilers	30,000 to 59,999 broilers	60,000 to 99,999 broilers	100,000 broilers and over
	708	3	q	13	80	156	447
Other contractors were available for negotiation	470	2	,	8	55	89	309
Producer had knowledge of key provisions of other contracts		2		1	22	38	114
Negotiations were undertaken with more than one contractor	182	I (10	23	101	221	586
Contract was specified in writing	947	0		14	54	112	323
Contract covered more than one production period	511	5	3		÷ ·	112	328
Contract specified a specific number of broilers	529	3	6	19	61	112	520
Product was pooled with others prior to final payment						1.0.1	270
determination	578	2	3	12	52	131	378
Product was under a State or Federal market order	156	-	3	3	21	31	98
Contractor was a cooperative	173	2	3	5	23	38	102
Producer was a member of this cooperative	72	1	-	1	7	11	52
Contract was associated with a joint venture between two or							
more cooperatives or a cooperative and another firm	38	-	-	-	3	10	25
Producer's operation was a part of this joint venture	16	-	-	-	-	4	12
A bargaining association was involved in negotiating the contract	31	-	-	1	1	6	23
Producer was a member of this bargaining association	iil	-	-	1	-	2	8
Contractor provided supply, demand and/or price outlook							1
	183	1	6	-	29	41	106
information	109	1	4	-	19	28	57
Producer considered this as main source of market information	105	-	-				
Producer was generally satisfied with production terms of	759	6	10	21	87	178	457
contract		6	9	20	82	149	382
Producer was generally satisfied with marketing terms of contract	647	5	9	15	77	149	459
Producer plans to continue utilization of contracts	719	5	/ 3	15	15	31	101
Broilers would have been produced without a contract	153	2	د	1	15	16	101
Total reporting size of operation	1,038	8	13	31	123	243	620

Table 38. Extent of Contract Usage for Broilers

(Based on 1,056 contracts reported. Producer's opinion of broilers produced under contract)

	1977						1972					1967			
	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV
Total reporting Percent of broilers in area contracted:	814	102	230	207	275	760	90	217	191	262	673	75	194	174	230
None	-	-	-	-	-	8	1	1	4	2	13	1	2	6	4
Under 25 percent	14	1	2	3	8	8	1	1	2	4	17	3	2	5	7
25 to 49 percent	7	2	-	5	-)	7	3	1	2	1	17	7	4	4	2
50 to 74 percent	7	+	2	1	4	25	7	3	8	7	40	8	16	5	11
75 percent and over	786	99	226	198	263	712	78	211	175	248	586	56	170	154	206

Table 39. Operator Characteristics by Size of Operation for Broilers

	(Ba	sed on 1,056 con	tracts reported	L)								
		Broilers produced under contract in 1977										
	Total	Under 8,000 broilers	8,000 to 15,999 broilers	16,000 to 29,999 broilers	30,000 to 59,999 broilers	60,000 to 99,999 broilers	100,000 broilers and over					
Years grown under contract:												
1 to 5 years	180	1	2	2	16	47	112					
6 to 10 years	282	3	2	9	28	64	176					
10 years and over	533	3	9	17	72	119	313					
Type of organization;												
Individual	901	7	12	25	102	210	545					
Partnership	65	-	1	2	10	17	35					
Corporation	20	-	-	-	1	1	18					
Other	7	-	-	-	ī	3	3					
Value of products sold in 1977:												
Under \$10,000	5	4	1	-	-	-	-					
\$10,000 to \$39,999	86	1	10	30	41	4	-					
\$40,000 to \$99,999	363	4	-	_	76	230	53					
\$100,000 to \$499,999	544	-	2	1	2	5	534					
\$500,000 and over	39	· -	-	-	3	4	32					
Primary business of contractor:												
Feed company	263	6	9	15	43	57	133					
Processor	319	-	2		28	80	206					
Other	396	1	· ī	10	39	93	252					
Total reporting size of operation	1,038	8	13	31	123	243	620					



to the contract that repress Section II - TIMING OF CONTRACT AGREEMENT Mark (X) the box which best applies for questions 1	arket nan ontracts ts with	h mo	015 1 Yes - Please complete this report form. See NOTE above section II before beginning. 2 No - Please complete sections X and XI and return form to Bureau of the Census nore than one contractor in 1977, direct your responses LARGEST QUANTITY of your production. Mark (X) only ONE box for each question Before During At delivery After the product was and return or within product was and product was an									
through 5 below.			started		period	one week	marketed		oplicable			
 When was contract agreed upon or validated? When was price of product or payment agreed upon When was part cash payment received? 	Code 020 021 022		1	2 		(NA)		5 (NA) (NA)				
 When is final cash payment received? When did contractor assume ownership of product? 	-	23							(NA) (NA)			
Section III - TERMS OF CONTRACT		-+			nined by?			 Ј.в. у	lere			
Listed below (items $1-12$) are various items which are involved in production and marketing of broilers.					-	box for each	item	i tem spec	s 1–12 cified ontract?			
Mark (\mathbf{X}) the appropriate columns for questions A and	в		Contracto only		ou, the roducer	You and contractor jointly	A produce organizatio		s No			
1. Number produced 2. Placement dates 3. Breed of broilers to be produced	o	32 33			2	3 		s	6]]			
 Amount of feed to be used	0	35		1 1 1 1								
 Frequency and/or extent of disease, pest, and/or parasite controls Type of disease, pest, and/or parasite controls to Ending of feeding 	use o	37 38 39										
 Production practices other than disease, pest, and/or parasite controls	0	40										
	°	43		-b								
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?		oes em aply?	B. Does c specify furnish item?	fy who is fur		percent of item nished by -		d you pa umi shed tractor?	/ for by			
Mark (X) the appropriate columns for questions A-D for each item	Yes	No	Yes	No	You	Contract	or No charge	Open account	Cash on delivery			
Code 1. Chicks		2	3 	▲ □ □	5	% %	7 % □ % □	•	9 			
4. Production labor 054 5. Catching labor 055 6. Transportation to market 056						% %						
7. Processing and/or packing						% _%	- * *					
10. Housing 060 11. Other, such as fuel, electricity, etc. Specify Specify 000						~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	% %					
061 E. Did the contractor provide any additional financial assistance (including cash advances) that was not related to the specific inputs listed above?					1 1 Yes - 2 No	% Specify kind	<u>*</u>					

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		Page 3
Section V - PAYMENT DETERMINATION How was the payment you received from the contractor determined? Mark (X) one box	071 1	2
Section VI - ORIGIN OF CONTRACT	081	
1. How long have you grown broilers under contract?	t [] 1-5 years 2 [] 6-10 years 3 [] More than 10 years	
2. How long have you grown broilers for your present contractor?	oe2 1 □ 1-5 years 2 □ 6-10 years 3 □ More than 10 years	
 Were there any other broiler contractors available with whom you might have negotiated? 	oea 1 Yes - Complete 3a and 3b 2 No - Skip to question 4 3 Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	064 1 Yes 2 No	
b. Did you negotiate or bargain with more than one contractor?	085 1 Yes 2 No	
 Would you have grown broilers without a contract? 	0ee6 1Yes 2N0	
AND PERFORMANCE STANDAR Listed below are consequences that may have to broilers produced was different from that specif A. If the death rate, number condemned, or othe in the contract – 1. The contractor would have accepted the b 2. The contract would have been invalidated 3. The contract included a "Natural disaste obligation to deliver or produce broilers b	been faced when the NUMBER and/or PERFORMANCE STANDARDS of ied in the contract. In death losses had been in excess of standard or more than called for	Mark (X) those that apply 1 2 3 4
5. Other - specify		5
	conversion had been LOWER than standard or lower than called for	94
 No payment would have been received for The contract would have been invalidated The contract included a "Natural disaste obligation to deliver or produce broilers t I would have received a price or payment 	roilers delivered as fulfillment of the contract	1 2 3 4 5 6
		_
7. Other - Specify	* 	7 🛄
in the contract –		96
2. I would have received an incentive or pre	eceived other than specified in the contract mium payment from the contractor ation	1 2 3
4. Other - Specity		4

FORM 74-A74 (9-20-77)

				······································	Yes	I No	Page Don't
Section VIII – OTHER CONTRACT CHARACTERISTICS Mark (X) Yes. No. or Don't know for each item 1–12				Code	res	2	know 3
1. Was the contract or agreement in writing?				101			(NA)
 b. If Yes in 2a, how many seasons or periods were covered? 3. Did the contract or agreement specify a specific number of broilers 							
 Was your product pooled with that of other producers before a final Was the product under a State or Federal market order? 							
6a. Was the contractor a cooperative?							
 7a. Was the contract or agreement associated with a joint venture betwee cooperatives or a cooperative and another firm? b. If Yes in 7a, was your operation a part of this joint venture? 	• • • •						(NA
 8a. Was a bargaining association involved in negotiating or implementin b. If Yes in 8a, were you a member of this bargaining association? 							(NA
9a. Did the contractor assist you with supply, demand, and/or price out b. If Yes in 9a, was this your main source of market information?							(NA
 Were you generally satisfied with the production terms of your control. Were you generally satisfied with the marketing or price terms of you Do you plan to continue and/or expand the use of contracts or agree or marketing of your farm products? 	ur con ements	tract or agreement in the production	?	116			
Section IX - TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME	121	ı 🖂 İndividual (ietorshin)	
1. What type of organization best describes your farm business?	 	2 Partnership	operation	including	family pa	rtnerships	
Mark (X) one		4 Other such		• •			
2. What was the primary business of the contractor?	122	1 T Feed compa	any	·			
Mark (X) one	1 1 1	2 П Processor 3 П Other – Sp	ec/ly				
3. What is the expected number sold and value of your sales of broilers for 1977?		Number produce	ed			ceived for of broilers	
a. Total number and value of broilers grown under contract	124			125 \$		1	.00
b. Total number and value of broilers None grown without a contract	127			128 \$.00
4. What is the expected total gross value of all agricultural products sold from your farm during 1977? Mark (X) one	129	1 (\$500,000 of 2 (\$100,000 to 3 (\$40,000 to 4 (\$10,000 to 5 (Less than \$	\$499,999 \$99,999 \$39,999				
5. In your opinion what percentage of the broilers grown in your area or neighborhood was sold or produced under contract during the years 1977, 1972, and 1967?	131	1977 1 None 2 Less than 25% 3 25%-49% 4 50%-74% 5 75% or more 6 Don't know	2 3 4 5 6	1972 None Less than 25% 25%-49% 50%-74% 50%-74% 75% or more Don't knc	 ₩ 1	1 None 2 Less than 3 25%- 4 50%- 5 75% more 6 Don'1	e 25% -49% -74% or
Section X - TERMINATION OF CONTRACT OR AGREEMENT	1	PLE	ASE SK	IP TO SI	CTION	XI	
What situation best describes how you terminated your contract or agreement? Mark (X) one		1 Individual (2 Group decis 3 Joint decis 4 Decision by	sion invol ion betwe	ving other en the con	•		mizati
emarks – If necessary use a separate sheet of paper							
Section XI - PERSON COMPLETING THIS REPORT		•			<u> </u>	<u> </u>	
		Mo./Day/1977			elephone		
	151		Area cod	e Numi	ber		

FORM 74-A74 (9-20-77)

Chicken Eggs

In recent years the egg industry has also experienced a rapid increase in the number of integrated operations. Though not as extensively as the broiler industry, egg producers have become concentrated on fewer, but larger farms. Contributing to the rise in vertically integrated egg operations has been the lack of coordination between independent producers and marketing firms in maintaining a uniform supply of quality eggs and the desire of certain firms to develop a larger volume, thereby gaining a degree of control over egg supply. Likewise, hatcheries have found the use of production type contracts useful to ensure the supply of the type, quantity, and quality of eggs required. The resulting use of contracts offered by firms for the production and marketing of both table and hatching eggs totaled 5,761 according to the 1974 Census of Agriculture.

The sample of 1,173 producers selected for the 1977 Contract Survey yielded 557 reports of active contracts. The four regions that were employed reported were: Region I, 64; Region II, 167; Region III, 163; and Region IV, 163.

The 557 contracts reported for this survey indicate production contracts to

be the dominant arrangement practiced. The primary production inputs, feed and pullets, are reported to be supplied by the contractor in more than 90 percent of the contracts. Likewise, the price to be received is determined, to a large extent by the contractor either through negotiations with the grower or strictly by his own decision. Egg handlers, feed companies, hatcheries, and processors all appear to be actively involved in offering contracts to growers. The 130 contracts with the primary business of the contractor indicated as "other" are generally fully integrated operations. The majority of the contracts either had no provision for variations in the quantity or quality of the eggs produced or the contractor would have accepted the eggs as delivered.

It should be mentioned that production contracts are not the only possibility in contracting chicken eggs. Region II tabulations indicate six contracts where both the feed and the pullets were furnished by the grower, an indication of marketing contracts. Additionally, 1974 census data indicated the egg contracts reported in the Western States were frequently marketing contracts. This area, however, was omitted from the survey because of its relative lack of concentration of contract operations.

Though the percentage of eggs contracted has increased in the last 10 years in all geographic regions surveyed, the problem of contract dropout is still apparent. The 320 contracts reported terminated comprise 27 percent of the total growers surveyed. Again, the primary grounds for termination of the contract arrangement was an individual decision on the part of the producer.

Approximately 70 percent of the growers reporting 1977 contracts have utilized contracts for more than 5 years. The availability of other contractors was reported by 65 percent of the growers, but of this total only 36 percent reported actually undertaking negotiations with more than one contractor. General satisfaction with both the production and marketing terms of the contract was expressed by more than two-thirds of the contractees.

It should be noted that only 20 percent of the growers would continue egg production without a contract. This may indicate that many growers lack necessary financing or that access to the market by independent producers is limited.



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F		<u> </u>				
-	Total	Before production period	During production period	At delivery or within one week	After product was marketed	Not applicable
TOTAL (Based on 557 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	521 509 486 447 426	460 433 19 2 231	20 27 247 63 75	41 34 63 83 92	(NA) 15 101 299 28	(NA) (NA) 56 (NA) (NA)
REGION I (Based on 64 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	58 57 58 47 45	53 52 6 - 27	2 1 32 8 11	3 3 8 4 6	(NA) 1 6 35 1	(NA) (NA) 6 (NA) (NA)
REGION II (Based on 167 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	161 158 151 139 126	151 127 1 1 67	5 12 71 10 17	5 7 13 11 29	(NA) 12 51 117 13	(NA) (NA) 15 (NA) (NA)
REGION III (Based on 163 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	153 148 138 132 128	132 128 7 1 70	6 69 19 24	15 12 23 33 27	(NA) 2 22 79 7	(NA) (NA) 17 (NA) (NA)
REGION IV (Based on 163 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	149 146 139 129 127	124 126 5 - 67	7 8 75 26 23	18 12 19 35 30	(NA) - 22 68 7	(NA) (NA) 18 (NA) (NA)

Table 40. Timing of Contracts for Chicken Eggs

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			Terms made	e by		
	Total	Contractor	Producer	Producer and contractor	A producer organization	Items were specified in contract
TOTAL						
(Based on 557 contracts reported)						169
Number produced Placement of pullets	420 459	164 316 267	82 24 21	163 110 55	11 9 6	221 162
Breed of layer Amount of feed	449 444	367 309	45	81 40	9 10	120 119
Analysis of feed Special type of equipment	449 435	384 108	15 190	130	7	111 164
Frequency/extent of disease control Type of disease control	452 444	196 248	80 47	169 142	7	130
Flock rotation Production practices, other than disease	446	317	31	91	7	185
control Rate of delivery of eggs	437 446	185 338	87 26	159 71	6 11	166 170
Price terms	440 10	293 8	10 1	129 1	8 -	259 14
REGION I (Based on 64 contracts reported)						
Number produced	52	18	8	25	1	18
Placement of pullets Breed of layer	54	31 32	4	18 17	1	20 17
Amount of feed	53	29	4	19	1	15 14
Analysis of feed Special type of equipment	54 51	40 10	3 30	10	1	14
Frequency/extent of disease control Type of disease control	53 51	21 26	9 6	22 17	1	20 18
Flock rotation Production practices, other than disease	51	30	4	16	1	20
control	54	18	11	24	1	19 17
Rate of delivery of eggs Price terms	50 52	37 32	2 1	9 17	2	31
Other	1	1	-	-	-	1
REGION II (Based on 167 contracts reported)						
Number produced Placement of pullets	135 147	31 76	39 13	63 57	2	51 78
Breed of layer	144 141	103 78	11 24	29 35	1	68 39
Analysis of feed	144	106	6	29	3	47
Special type of equipment Frequency/extent of disease control	133 144	22 41	67 39	42 64	2	32 54
Type of disease control Flock rotation	142 141	57 75	24 14	61 51	- 1	40 69
Production practices, other than disease control	139	43	32	63	1	. 66
Rate of delivery of eggs Price terms	141	81 75	16 3	39 57	5	53 82
Other	4	2	1	1	-	3
REGION III (Based on 163 contracts reported)						
Number produced Placement of pullets	115 128	56 100	17 5	38 19	4	53 57
Breed of layer	124	110	5	7	2	39
Amount of feed Analysis of feed	125 124	103 115	10 5	10 2	2	35 31
Special type of equipment Frequency/extent of disease control	124 125	36 57	52 18	35 47	1	31 42
Type of disease control Flock rotation	122 127	68 105	13 6	39 13	2	37 47
Production practices, other than disease control		59				
Rate of delivery of eggs	121 126	103	23 5	36 15	3	41 51
Price terms Other	125 2	90 2	1-	32	2	70 2
REGION IV (Based on 163 contracts reported)						
Number produced	118	59	18	37	4	47
Placement of pullets Breed of layer	130 128	109 122	2 2	16 2	3	66 38
Amount of feed Analysis of feed	125 127	99 123	7	17	2	31 27
Special type of equipment Frequency/extent of disease control	127 130	40 77	41 14	43	3	34
Type of disease control	129	97	4	36 25	3	48 35
Flock rotation Production practices, other than disease	127	107	7	11	2	49
control Rate of delivery of eggs	123 129	65 117	21 3	36 8	1	40 49
Price terms Other	126 3	96 3	5	23	2	76 43

Table 41. Terms of Contracts for Chicken Eggs

1974 Census of Agriculture-Special Reports

	Item was applicable	Contract specified	Ite	em furnished by			ent for items y contractor	furnished
	to contract	who fur- nished item	Producer	Producer or contractor	Contractor	No charge	Open account	Cash on delivery
TOTAL (Based on 557 contracts reported)								
Feed Pullets Chemicals for disease and parasite	529 530	425 411	10 15	7 7	508 504	298 282	32 27	2 8
control Labor Transportation to market Grading and/or packing Technical assistance Machinery and/or equipment	519 524 498 453 444 507	368 358 336 288 286 317	52 508 59 110 23 486	62 7 7 19 28 5	400 5 426 322 386 13	226 4 216 164 223 6	47 - 20 13 14 1	5 1 2 5 1
Storage of eggs Other	484 366	316 201	362 306	37 35	78 21	41 8	1 6	1
Other financial assistance provided by contractor	(x)	(X)	(x)	(x)	4	(x)	(X)	(x)
REGION I (Based on 64 contracts reported)								
Feed Pullets Chemicals for disease and parasite	62 62	49 50	2	1 1	59 59	30 29	9 6	-
control. Labor. Transportation to market Grading and/or packing. Technical assistance. Machinery and/or equipment. Storage of eggs. Other.	60 61 54 52 59 53 47	44 43 40 38 37 35 34 28	3 60 3 17 3 59 44 30	9 1 2 4 5 2 3 8	48 51 33 45 - 6 9	28 1 27 19 27 - 3 6	6 - 2 3 1 - 1	1
REGION II (Based on 167 contracts reported)								
Feed Pullets Chemicals for disease and parasite control Tansportation to market Grading and/or packing Technical assistance Machinery and/or equipment Storage of eggs Other	159 160 155 157 140 119 127 148 146 109	133 132 108 111 87 66 73 95 96 58	6 10 34 151 19 32 10 10 144 114 83	2 4 20 2 4 3 10 1 7 16	150 145 100 3 115 85 106 1 21 7	83 74 46 2 451 39 67 1 9 -	16 16 22 - 10 6 6 - - 4	1 7 3 - 1 1 - -
REGION III (Based on 163 contracts reported)								
Feed Pullets Chemicals for disease and parasite control Transportation to market Grading and/or packing Technical assistance Machinery and/or equipment Storage of eggs Other	152 153 150 152 148 141 131 148 144 99	115 112 105 100 105 91 87 89 95 47	- 1 147 14 34 4 138 107 91	2 1 3 - 3 8 2 12 5	150 150 124 1 132 103 117 7 23 3	93 89 76 1 71 51 65 4 15 2	6 5 11 3 4 4 - 1 1	1
REGION IV (Based on 163 contracts reported)								
Feed Pullets Chemicals for disease and parasite control Labor Transportation to market Grading and/or packing Technical assistance Machinery and/or equipment Storage of eggs	156 155 154 154 154 139 134 152 141	128 117 111 104 104 93 89 98 99	2 2 150 23 27 6 145 97	2 1 18 1 1 9 5	149 150 128 1 128 101 118 5 28	92 90 - 67 55 64 1 14	1 - - 2 1 1 - -	1

,

Table 42. Production Items Furnished for Contracts for Chicken Eggs

Table 43. Payment Determination by Size of Operation for Chicken Eggs

(Based on 557 contracts reported)

		Size of contract laying operation in 1977 ¹									
	Total	Under 8,000 hens	8,000 to 15,999 hens	16,000 to 29,999 hens	30,000 to 59,999 hens	60,000 to 99,999 hens	100,000 hens and over				
Open market price at time of delivery	78	2	54	13	6	2	1				
Open market price at time contract was entered into	15	1	6	4	3	1	-				
From futures market price	3	-	1	2	-	-	-				
From price negotiated by contractor when he sells.	25	-	18	4	2	-	1				
By negotiation with contractor	141	-	73	34	20	7	7				
Value of production item furnished by producer	9	-	5	1	3	-	-				
Set by contractor without negotistion	240	2	123	73	29	5	8				
0ther	6	-	4	-	2	-	-				
Total reporting size of operation	551	6	302	138	70	18	17				

¹Size of laying flock was obtained by dividing 20 into dozens of eggs reported.

Table 44. Contract Provisions for Variation in Quantity and Quality for Chicken Eggs

(Based on	557 cor	stracts reported)	
	Farms		Farms
Lesser quantity:		Lower qualtity:	
Contractor would have accepted eggs delivered	194	Contractor would have accepted eggs	145
Producer would have purchased deficit amount to fulfill		Producer would have made cash payment to fulfill contract	3
contract	3	No payment would have been received for inferior eggs	12
Producer would have made a cash payment to fulfill	[Contract would have been invalidated	4
contract	2	Contract included a natural disaster clause	15
Contract would have been invalidated	3	Producer would have received payment based on quality actually	1 1
Contracts included a natural disaster clause	36	delivered	78
No provision to cover lesser quantity	245	Eggs would have been sold on open market	4
Other	18	Eggs would have been destroyed	
		Eggs would have been offered to contractor; then sold on open	(
Greater quantity:		market	3
No payment would have been received for excess	(No provision to cover lower quality	205
produced	3	Other	12
Excess would have been sold on open market	14		
Producer would have received a reduced payment for		Higher quality:	1 1
excess	2	No additional payment would have been received	125
Excess would have been offered to contractor; then sold on		Producer would have received an incentive or premium payment	72
open market	5	Eggs would have been sold on open market	6
Eggs would have been destroyed	- (Eggs would have been offered to contractor; then sold on open	l l
Producer would have received on incentive or premium payment	89	market	(- (
No provision to cover greater quantity	269	No provision to cover higher quality	217
Other,		Other	20

Table 45. Other Contract Characteristics for Chicken Eggs

(Based on 557 contracts reported)

1		Size of c	ontract layin	g operation i	n 1977 ¹	
Total	Under 8,000 hens	8,000 to 15,999 hens			60,000 to 99,999 hens	100,000 hens and over
364	1	182	10.2	50		
	1				11	16
	-				9	14
	-					10
	5					17
	2				6	9
1/	-	5	5	5	2	-
41	1	25	11	•		
	1			2	1	1
	-			/	-	2
	-			-	4	4
37	-	18	13	6	1	1
	-				2	2
12	-	6	3	2	-	1
13	-	10	3	-	-	-
8	-	6	2	-	-	Э
						5
99	1	52	28	10	5	3
				10	J	J
43	1	27	10		,	
	-		10	4	1	-
4 38	4	2/ 9	101	c 7		
		249	101	57	10	17
366		20.9				
						17
	, ,				12	16
11/		61	29	17	4	6
551	6	30 2	138	70	18	17
	364 280 133 402 108 17 41 40 98 98 39 23 12 13 8 99 43 438 366 366 366 117	Total 8,000 hens 364 1 133 - 402 3 108 2 17 - 41 1 40 1 98 - 39 - 23 - 13 - 8 - 99 1 43 1 438 4 366 4 366 3 117 -	Under 8,000 hens 8,000 to 15,999 hens 364 1 182 280 1 136 133 - 67 402 3 226 108 2 53 17 - 5 41 1 25 40 1 20 98 - 52 39 - 18 23 - 11 12 - 6 13 - 10 8 - 6 99 1 52 43 1 27 438 4 249 366 3 188 117 - 61	$\begin{array}{c c c c c c c c c c c c c c c c c c c $	Under Total $8,000 \text{ to}$ $15,999 \text{ hens}$ $16,000 \text{ to}$ $29,999 \text{ hens}$ $30,000 \text{ to}$ $59,999 \text{ hens}$ 364 1 182 102 52 23 280 1 136 77 43 133 - 67 32 19 402 402 3 226 96 48 108 2 53 20 13 17 - 5 5 5 41 1 25 11 2 40 1 20 100 7 98 - 52 23 15 39 - 18 13 6 23 - 11 6 2 13 - 10 3 - 8 - 6 2 - 99 1 52 28 100 43 1 27 10 4 438 4 249 101 57 366 3 188 99 48 117 - 61 29 17	Total 8,000 hens 15,999 hens 29,999 hens 59,999 hens 99,999 hens 364 1 182 102 52 11 280 1 136 77 43 9 133 - 67 32 19 5 402 3 226 96 48 12 108 2 53 20 13 6 17 - 5 5 5 2 41 1 25 11 2 1 40 1 20 10 7 - 98 - 52 23 15 4 39 - 18 13 6 1 23 - 11 6 2 2 13 - 10 3 - - 8 - 6 2 - - 99 1

¹Size of laying flock was obtained by dividing 20 into dozens of eggs reported.

									·						
	1977					1972				1967					
	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV
Total reporting Percent of chicken eggs in area contracted:	324	41	96	98	89	282	37	85	79	81	232	30	69	68	65
None	-	-	-	-	- [3	1	1	1	-	13	1	7	4	1 [
Under 25 percent	35	9	14	7	5	25	5	11	5	4	32	5	16	7	4
25 to 49 percent	12	1	6	2	3	16	2	9	3	2	31	8	10	4	9
50 to 74 percent		7	15	5	6	52	10	20	10	12	43	6	15	13	9
75 percent and over	244	24	61	84	75	186	19	44	60	63	113	10	21	40	42

Table 46. Extent of Contract Usage for Chicken Eggs

(Based on 557 contracts reported. Producer's opinion of chicken eggs produced under contract)

Table 47. Operator Characteristics by Size of Operation for Chicken Eggs

(Based on 557 contracts reported)

			Size of	contract layin	g operation in	19771	
	Total	Under 8,000 hens	8,000 to 15,999 hens	16,000 to 29,999 hens	30,000 to 59,999 hens	60,000 to 99,999 hens	100,000 hens and over
Years grown under contract:							
1 to 5 years	131	2	71	32	17	5	4
6 to 10 years	238	3	118	68	37	6	6
10 years and over	151	-	94	32	13	5	7
Type of Organization:	1						
Individual	446	6	254	116	53	9	8
Partnership	54	-	26	12	9	4	3
Corporation	25	-	9	3	5	3	5
Other	1	-	-	-	1	, -	-
Value of products sold in 1977:							
Less than \$10,000	2	2	-	-	-	-	-
\$10,000 to \$39,999	2	2	-	-	-	-	-
\$40,000 to \$99,999	178	1	177	-	-	~	-
\$100,000 to \$499,999	312	1	118	136	56	1	-
\$500,000 or more	56	-	7	1	14	17	17
Primary business of contractor:							
Hatchery	83	-	61	13	5	1	3
Egg handler	165	3	80	49	26	4	3
Processor	45	-	24	7	8	1	5
Feed company	93	1	53	24	10	4	1
Other	1 30	2	66	34	17	6	5
Total reporting size of operation	551	6	302	1 38	70	18	17

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¹Size of laying flock was obtained by dividing 20 into dozens of eggs reported.



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	 	1 🗌 Yes	abov – Plea	e sectio se compi	n II before beg lete sections X	inning. (and XI and r		
NOTE: If you had egg contracts with			ntract	or in 191	17, direct you	r responses		
Mark (X) the box which best applies for questions 1 throus 5 below.	ıgh	Before production started	Du	ring uction	At delivery or within one week	After the product was marketed		ot icable
2. When was price of product or payment agreed upon? .	021			2	3	4 (NA)	(N	5 IA) IA)
4. When is final cash payment received?	023						1	IA) IA)
Section III - TERMS OF CONTRACT		A.	Determ	ine by?				
Listed below (items $1-13$) are various items which are involved in production and marketing of eggs.	/	Mark (X) only ONE box for each item.						ms 1–13 ecified contract?
Mark (X) the appropriate columns for questions A and B $^{\prime}$		Contractor only			You and contractor jointly	A producer organization	Yes	No
2. Placement of pullets	032			2	3 	4		6
5. Analysis of feed to be used	035							
8. Type of disease, pest, and/or parasite controls to us	se 038							
11. Rate of delivery of eggs to contractor 12. Price terms	. , 041							
L	043							
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?	A. Does item apply	specify furnishes	who			for i	tems furn	ished
Mark (X) the appropriate columns for questions A-D for each item	Yes	Yes	No	You	Contracto	r No charge a		Cash on delivery
Code 1. Feed. os1 2. Pullets os2 3. Chemicals for disease and parasite control. os3			4	5	<u>%</u>	%		e
4. Labor 054 5. Transportation to market 055 6. Grading and/or packing 057					%	* C -		
10. Other, such as utilities, insurance, etc.					96 96 96	%		
061					_%	»		
E. Did the contractor provide any additional financial assistance (including cash advances) that was not related to the specific inputs listed above?		, .		pecify ki	nd			
	BINDING AGREEMENT to produce or market any chicken eggs on this farm or ranch? Include only oral or written agreements made more than 30 days prior to delivery. Do not include Futures contract traded through organized commodity exchanges. NOTE : If you had egg contracts wir to the contract that represent Section II – TIMING OF CONTRACT AGREEMENT Mark (X) the box which best applies for questions 1 throus 5 below. 1. When was contract agreed upon or validated? 2. When was price of product or payment agreed upon? 3. When was part cash payment received? 4. When is final cash payment received? 5. When did contractor assume ownership of product? Section III - TERMS OF CONTRACT Listed below (items 1–13) are various items which are involved in production and marketing of eggs. Mark (X) the appropriate columns for questions A and B 1. Quantity produced 2. Placement of pullets 3. Breed of layer 4. Amount of feed to be used 5. Special type of disease, pest, and/or parasite controls to u 9. Flock rotation 10. Production gractices other than disease, pest, and/or parasite controls 11. Rate of delivery of eggs to contractor 12. Price terms 13. Other - Specify. Section IV - Who FURNISHES the PRODUCTION ITEMS listed below? Mark (BINDING AGREEMENT to produce or market any chicken eggs on this farm or ranch? Include only oral or written agreements made more than 30 days prior to delivery. Do not include Futures contracts traded through organized commodity exchanges. NOTE: If you had egg contracts with more to the contract that represents the Section II – TIMING OF CONTRACT AGREEMENT Mark (X) the box which best applies for questions 1 through 5 below. Code 1. When was contract agreed upon or validated? 2. When was price of product or payment agreed upon? 3. When was part cash payment received? 2. When is final cash payment received? 2. When did contractor assume ownership of product? 2. When is final cash payment received? 2. When did contractor assume ownership of product? 2. 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Define protein protein started When was price of product or payment agreed upon? .oza 1. When was price of product or payment agreed upon? .oza 3. When was part cash payment received? .oza 5. When did contractor assume ownership of product? .oza 5. When did contractor assume ownership of product? .oza 1. Quantity produced .osa 2. Placement of pullets .osa 3. Breed of layer .osa 2. Frequency and/or exent of disease, pest, and/or parasite controls .osa 3. Frequency and/or exent of disease, pest, and/or parasite controls .osa 9. Frequency and/or packtice atter than disease, pest, and/or parasite controls .osa 1. Quantity produced .osa .osa 3. Breed of layer .osa .osa 5. Analysis of feed to be used. <td< th=""><th>BINDING ARREEMENT to produce or market any chicken eggs on this farm or ranch? 1 \rightarrow Yes - Piew abov Include only vail or written agreements made more than 30 days prior to delivery. 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FORM 74-A75 (9-20-77)

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Section V - PAWENT DETERMATION PT Down marks price a time of delivery > By wess the symmetry on econvector from the component and price in the contractive westered into the contractive determined? Price Plutes market price Brit (X) one box - > Frie Plutes market price > Frie Plutes market price > By aggination with contraction - on based on any control on market price > By aggination with contraction - on based on any control on market price Section VI - ORIGIN OF CONTRACT Im Im > Im > Im 1. How how have you produced eggs unter > Im > Im > Im > Im 2. How how have you produced eggs to your Pay sets > Im > Im </th <th></th> <th></th> <th>Page 3</th>			Page 3
9. Were there any other egg contractors available with whom you might have argotted? or = style to Campione 3 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 and 20 and 30 How was the payment you received from the contractor determined? Mark (X) one box	a per market price at time contract was entered into a From Futures market price 4 From price negotiated by the contractor when he sells the product 5 By negotiation with contractor – not based on any quoted or market 6 Value of production items and services furnished by you 7 Set by contractor without negotiation 8 Other - Specify 081 1 1-5 years 2 6-10 years 3 More than 10 years	price	
b. Did you negatile or bragain with more than a contractor? 1 100 b. More contractor? 2 No 4. Would you beap induced eggs without contractor? 200 1 Yes contractor? 5. Section VII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More contractor? More contractor? 1. Section VII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section VII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section VII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section WII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section WII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section WII - CONTRACT PROVISIONS FOR VARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED More (Main Table) 1. Section WII - Contractor Main have accepted the eggs featured a full (Illent of the contract - 0 2. I would have nucles accepted the eggs featured for the contract - 0 3. The cores and provision to cover this situation 0 4. The econtract received a niceotify for the secres produced - 1 2. I would have been received for t	available with whom you might have	^{OB3} 1 □ Yes ~ Complete 3a and 3b 2 □ No ~ Skip to question 4	
Lan one contractor?	contracts they offered?		
a contract? a	than one contractor?		
Listed below are consequences that may have been faced when the NUMBER and/or QUALITY of eggs produced was different from that specified in the contract.	 Would you have produced eggs without a contract? 		
Listed below are consequences that may have been faced when the NUMBER and/or QUALITY of eggs produced was different from that specified in the contract.	Section VII – CONTRACT PROVISIONS FOR V	ARIATION IN NUMBER OR QUALITY OF EGGS PRODUCED	
1. No payment would have been received for the excess produced 1 2. The excess would have been sold on the open market 2 3. I would have been sold on the open market 3 4. The excess would have been offered to the contractor for the excess produced 3 5. The excess eggs would have been destroyed 5 6. I would have received an incentive or premium payment from the contractor 6 7. There was no provision to cover this situation 7 8. Other - Specify 9 C. If the QUALITY of eggs produced had been LOWER than called for by the contract 1 1. The contractor would have been received for inferior eggs 1 4. The contract would have been received for inferior eggs 1 5. The contract would have been received for inferior eggs 1 6. I would have been of produce eggs because of factors beyond my control. 4 7. The eggs would have been destroyed 4 8. The contract would have been destroyed 4 9. The contract would have been market 2 9. The contract would have been market 2 9. The edgs would have been offered to the contractor based on the quality actually delivered 5 9. The edgs would have been destoroyed. 5	 The contractor would have accepted the I would have purchased the deficit amour I would have made a cash payment to full The contract would have been invalidate The contract included a "Natural disaste the obligation to deliver or produce eggs There was no provision to cover this situ 	eggs delivered as fulfillment of the contract It to fulfill the agreement fill the contract d. er" or "Act of God" clause which would have eliminated or reduced because of factors beyond my control jation	1 2 3 4 5 6
1. The contractor would have accepted the eggs delivered as fulfillment of the contract 1 2. I would have made a cash payment to fulfill the contract 2 3. No payment would have been received for inferior eggs 3 4. The contract fulfill the contract 2 5. The contract included a "Natural disaster" or "Act of God" clause which would have eliminated or reduced the obligation to deliver or produce eggs because of factors beyond my control. 5 6. I would have received a price or payment from the contractor based on the quality actually delivered 6 7. The eggs would have been offered to the contractor first; then sold on the open market 7 8. The eggs would have been offered to the contractor first; then sold on the open market 9 9. The eggs produced had been HIGHER than called for by the contract – 005 10. The eggs would have been sold on the open market 1 11. Other - Specify 11 12. I would have been sold on the open market 2 13. No additional payment would have been received other than specified in the contract. 1 11. Other - Specify 11 12. I would have been sold on the open market 3 14. The eggs would have been sold on the open market 3 15. The cost of the open market 3	 No payment would have been received for The excess would have been sold on the I would have received a reduced price or The excess would have been offered to th The excess eggs would have been destro I would have received an incentive or pre There was no provision to cover this situ Other - specify 	r the excess produced	1 2 3 4 5 6 7 8
6. Other - Specify 6	 The contractor would have accepted the i. I would have made a cash payment to full No payment would have been received fo The contract would have been invalidate The contract included a "Natural disaste the obligation to deliver or produce eggs I would have received a price or payment The eggs would have been sold on the op The eggs would have been offered to the The eggs would have been offered to the The eggs would have been offered to the The reast on provision to cover this site Other - specify No additional payment would have been of predictive or proside the open of the open of the eggs would have been sold on the op The eggs would have been sold on the op 	eggs delivered as fulfillment of the contract fill the contract r inferior eggs d. er" or "Act of God" clause which would have eliminated or reduced because of factors beyond my control. t from the contractor based on the quality actually delivered pen market contractor first; then sold on the open market uation HIGHER than called for by the contract – received other than specified in the contract. emium payment from the contractor pen market contractor first; then sold on the open market	1 [] 2 [] 3 [] 4 [] 5 [] 6 [] 7 [] 8 [] 9 [] 10 [] 11 [] 966 1 [] 2 [] 3 [] 4 [] 4 [] 4 [] 1 [] 2 [] 3 [] 4 [] 5 [] 6 [] 7 [] 1 []
	6. Other - Specify		

	on VIII - OTHER CONTRACT CHARACTERISTICS					Yes	No	Page Don't know
	(X) Yes, No, or Don't know for each item 1–12				Code	1	2	3
2a.	Was the contract or agreement in writing?	production period? 102						(NA)
b. 3.	If Yes in 2a, how many seasons or periods were covered? Did the contract or agreement specify a specific number of eg							
4. 5.	Was your product pooled with that of other producers before a Was the product under a State or Federal market order?	final price or payment was determined? 105						
6a.	Was the contractor a cooperative?							
b. If Yes in item 6a, were you a member of the cooperative? 108 7a. Was the contract or agreement associated with a joint venture between two or more cooperatives or a cooperative and another firm? 109								(NA)
b. If Yes in 7a, was your operation a part of this joint venture?								(NA)
Ba. Was a bargaining association involved in negotiating or implementing the contract? 111 b. If Yes in 8a, were you a member of this bargaining association? 112								(NA)
9a. Did the contractor assist you with supply, demand, and/or price outlook information? 113 b. If Yes in 9a, was this your main source of market information? 114								(NA)
11.	Were you generally satisfied with the production terms of your Were you generally satisfied with the marketing or price terms Do you plan to continue and/or expand the use of contracts or	of your	contract or agree	ment?				
	or marketing of your farm products?				117			
Sect	ion IX - TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME		Individual or					
1.	What type of organization best describes your farm business? Mark (X) one	3	Partnership of Corporation,	including	family corpora	ations	•	
•								
2.	What was the primary business of the contractor? Mark (X) one	122 1 Hatchery 2 Egg handler or wholesaler 3 Processor 4 Feed company 5 Other - Specify						
3.	What is the expected number sold and value of your sales of chicken eggs for 1977?	Number produced TOTAL value received for 1977 production of eggs					1977	
	a. Total number and value of eggs produced under contract	124		Doz.	125 \$.00
	b. Total number and value of eggs None produced without a contract	127		Doz.	128 \$.00
4.	What is the expected total gross value of all agricultural products sold from your farm in 1977? Mark (X) one	129 1 □ \$500,000 or more 2 □ \$100,000 to \$499,999 3 □ \$40,000 to \$99,999 4 □ \$10,000 to \$39,999 5 □ Less than \$10,000						
5.	In your opinion what percentage of the chicken eggs produced in your area or neighborhood was sold or moved under contract during the years 1977, 1972, and 1967?	2 3 4 5	1977 ○ None ○ Less than 25% ○ 25%-49% ○ 50%-74% ○ 75% or more ○ Don't know	2 3 4 5 6	1972 None Less than 25% 25%-49% 50%-74% 75% or more Don't know	133	1 🗌 Non 2 🗌 Les:	e 25% 49% 74% or
Sect	ion X - TERMINATION OF CONTRACT OR AGREEMENT	141			(IP TO SECT	TON XI		
What situation best describes how you terminated your			Individual de			cers or a	n organiza	tion
contract or agreement? Mark (X) one		2 Group decision involving other producers or an organization 3 Joint decision between the contractor and me 4 Decision by the contractor						
	s – If necessary use a separate sheet of paper							
Sect	ION XI - PERSON COMPLETING THIS REPORT			152		elephone		

Tomatoes for Processing

Because of their perishable nature, the production and marketing of tomatoes for processing requires close coordination between the producer and processor. The use of contracts provides this much needed coordination while at the same time offering certain advantages to both the grower and the processor. The grower benefits from contracting tomatoes by being assured of a market for the crop at a predetermined price, thereby reducing the risks involved in growing a nonstorable crop. Conversely, barring crop failure, the processor can be assured of a supply of tomatoes entering the plant for processing, an important factor when considering the large amount of capital and resources involved in operating a processing plant.

It should be reemphasized that the 1977 Contract Survey for tomatoes involved only growers reporting processing contracts for tomatoes in the 1974 Census of Agriculture. No attempt was made at tabulating the nature and characteristics of contracts for fresh tomatoes. The survey involved 532 producers and resulted in the reporting of 280 active contracts in 1977. Geographically, these contracts were distributed as: Region I, 70; Region II, 95; and Region III, 115.

A categorization into market or production contracts of the agreements reported in this survey is a difficult task. Both the contractor and the producer appear to be actively involved in the implementation and execution of the contract. For example, in 56 percent of the contracts the producer supplied the tomato seeds or plants, while in 38 percent of the contracts the contractor provided this input. The determination of contract terms is primarily the responsibility of the producer or the producer and the contractor jointly, a characteristic of marketing contracts. In contrast, 42 percent of the respondents reported that the payment they received was set by the contractor without negotiation, a characteristic of production contracts.

About 84 percent of the growers reported that they were aware of the price they were to receive for their tomatoes before production began. Although this minimizes the grower's risk, it is also a disadvantage if the open market price for tomatoes rises during production. However, open market activities are limited in most areas. In general, the contract provisions favor the contractor. For example, 72 percent of the tomato growers indicated that their contracts provided for either no payment or a payment based on the quality actually delivered for tomatoes of lower quality than specified in the contract, while no extra additional payment would be received for tomatoes with above average quality.

One means available to the grower to deal with the contractor in negotiating a more favorable contract is the use of a bargaining association. The bargaining association represents all of its members in its negotiations instead of the growers individually representing themselves in dealing with the processor. It is possible, also, for the members of a particular bargaining association to control a majority of the supply for an individual processor to the extent of influencing the price to be negotiated. One hundred and thirteen growers (40 percent) indicated that a bargaining association was involved in negotiating their contracts.

As true for most commodities surveved, contracting of tomatoes for processing is increasing in all geographic areas. Although 19 growers indicated they would have grown tomatoes without a contract, conversations with growers while field testing the questionnaire indicated that production of tomatoes without a contract is becoming increasingly difficult. The reduced number of processing plants in certain areas has resulted in most processors refusing delivered tomatoes unless they were grown under contract. This survey reported 96 percent of the contractors as being processors.

Most producers in the survey have been involved in contract production for a relatively long period. Over 70 percent indicated that tomatoes have been produced under contract for more than 10 years.

Contract operations were discontinued by 134 growers between 1974 and 1977. Of these individuals 17 (13 percent) specifically indicated the contractor executed the contract termination.




Table 48. Timing of Contracts for Tomatoes for Processing

(Based on 280 contracts reported)

	Total	Before production period	During production period	At delivery or within one week	After product was markted	Not applicable
Contract agreed upon	275	264	10	1	(NA)	(NA)
Price or payment agreed upon	27 2	237	22	6	7	(NA)
Part cash payment received	267	-	59	146	48	14
Final cash payment received	256	-	2	116	138	(NA)
Contractor assumed ownership	259	27	35	185	12	(NA)

Table 49. Terms of Contracts for Tomatoes for Processing

(Based on 280 contracts reported)

			Í	Items were		
	Total	Contractor	Producer	Producer and contractor	A producer organization	specified in contract
Quantity of production	261	78	47	127	9	195
Planting periods	256	47	95	111	3	82
ypes or varieties of tomatoes	261	70	57	131	3	138
mounts of fertilizer	255	6	2 34	15	_	7
nalysis or types of fertilizer	252	8	220	23	1	8
pecial types of equipment	248	5	2 27	15	1	10
requency/extent of disease control	252	17	157	77	īl	49
ype of disease control	253	25	134	91	-3	56
Then to harvest	260	55	81	119	51	88
rrigation schedules and/or other					-	
cultivation practices	240	5	227	8	_	7
ate of delivery	256	146	26	77	7	141
Price terms	251	151	8	51	41	176
ther	4	3	1	-	"	1/0

Table 50. Production Items Furnished for Contracts for Tomatoes for Processing

(Based on 280 contracts reported)

		Contract	Ite	m furnished by-			of payment for Ished by contrac	
	Item was applicable to contract	specified who fur- nished item	Producer	Producer and contractor	Contractor	No charge	Open account	Cash on delivery
Seeds or plants	276	131	159	7	104	3	87	6
Fertilizer	271	24	256	1	5	1	3	-
Chemicals (pesticides, etc.)	272	48	236	5	22	3	21	-
Labor	270	38	258	3	1	-	1	2
Harvesting	269	45	258	1	3	1	· -	-
Transportation to processing plant	269	103	162	12	89	39	12	4
Processing and/or packing	235	109	7	1	222	75	12	3
Technical assistance	185	56	48	53	82	44	7	1
Machinery and/or equipment	256	28	243	5	6	1	2	-
Other	139	14	131	1	2	-	-	-
Other financial assistance provided								
by contractor	(X)	(X)	(X)	(X)	13	(X)	(X)	(X)

Table 51. Payment Determination by Size of Operation for Tomatoes for Processing

(Based on 280 contracts reported)

Γ		Acres of tomatoes produced under contract in 1977								
	Total	1 to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 acres	750 acres and over			
Open market price at time of delivery	5	3	-	1	-	1	_			
Open market price at time contract was entered into.	39	9	4	11	8	4	3			
From price negotiated by contractor when he sells	12	4	2	-	4	2	_			
By negotiation with contractor	77	21	17	19	9	5	6			
Value of production items furnished by producer	5	2	-	1	1	-	ĩ			
Set by contractor without negotiation	119	66	27	16	4	3	3			
Other	11	4	-	3	4	-	-			
Total reporting size of operation	275	113	51	53	30	15	13			

Table 52. Contract Provisions for Variation in Quantity and Quality for Tomatoes for Processing

(Based on	280 con	itracts reported)	-
	Farms		Farms
Lesser quantity: Contractor would have accepted tomatoes delivered Producer would have purchased deficit amount to fulfill contract Producer would have made cash payment to fulfill contract Contract would have been invalidated Contract included a natural disaster clause No provision to cover lesser quantity Other Greater quantity: No payment would have been received for excess produced Excess would have been sold on open market Producer would have received a reduced payment for	189 1 2 86 49 7 1 28	Lower quality: Contractor would have accepted tomatoes delivered Producer would have made cash payment to fulfill contract No payment would have been received for inferior tomatoes Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on quality actually delivered Tomatoes would have been sold on open market Tomatoes would have been destroyed Tomatoes would have been destroyed Tomatoes would have been offered to contractor; then sold on open market No provision to cover lower quality Other	- 99 2 35 102 8 33 16 26
excess Excess would have been offered to contractor; then sold on open market Excess tomatoes would have been destroyed Producer would have received an incentive or premium payment No provision to cover greater quantity Other	3 87 36 3 78	No additional payment would have been received Producer would have received an incentive or premium payment	7 3 8 48

Table 53. Other Contract Characteristics for Tomatoes for Processing

(Based on 280 contracts repor	ted)
-------------------------------	------

		A	cres of tom	atoes produc	ed under con	tract in 1977	,
	Total	1 to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 acres	750 acres and over
Other contractors were available for negotiation	157	67	28	33	14	8	7
Producer had knowledge of key provisions of other contracts	115	37	24	29	12	8	5
Negotiations were undertaken with more than one contractor	49	7	6	16	7	7	6
Contract was specified in writing	260	107	46	52	29	14	12
Contract covered more than one production period	5	4	-	-	-	-	1
Contract specified a specific amount of tomatoes	165	54	29	35	25	11	11
Product was pooled with others prior to final payment							
determination	42	18	7	7	5	2	3
Product was under a State or Federal market order	54	12	9	16	10	4	3
Contractor was a cooperative	55	21	5	13	8	6	2
Producer was a member of this cooperative	42	12	5	. 9	8	6	2
Contract was associated with a joint venture between two or more							
cooperatives or a cooperative and another firm	11	6	-	4	-	1	-
Producer's operation was a part of this joint venture	6	3	-	2	-	1	-
A bargaining association was involved in negotiating the contract	113	20	15	33	23	13	9
Producer was a member of this bargaining association	77	14	10	24	17	8	4
Contractor provided supply, demand and/or price outlook							
information	55	27	7	10	5	6	-
Producer considered this as main source of market information	32	15	4	6	2	5	- 1
Producer was generally satisfied with production terms of							
contract	188	79	33	38	20	10	8
Producer was generally satisfied with marketing terms of							
contract	169	56	30	37	24	11	11
Producer plans to continue utilization of contracts	205	71	38	44	30	12	10
Tomatoes would have been produced without a contract	19	12	1	3	3	-	-
Total reporting size of operation	275	113	51	53	30	15	13

Table 54. Extent of Contract Usage for Tomatoes for Processing

(Based on 280 contracts reported. Producer's opinion of tomatoes for processing produced under contract)

	<u></u>		1977				1972			1	967	
-	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III	Farms	Region I	Region II	Region III
Total reporting Percent of tomatoes in	241	62	86	93	219	58	80	81	195	54	77	64
area contracted: None Under 25 percent 25 to 49 percent 50 to 74 percent 75 percent and over	- 5 12 219	- 1 7 53	- 2 4 4 76	- 2 - 1 90	1 4 3 18 193	- - 8 50	- 3 2 6 69	1 1 1 4 74	2 4 3 20 166	- - 11 43	1 2 3 6 65	1 2 - 3 58

Table 55. Operator Characteristics by Size of Operation for Tomatoes for Processing

		·	Acres of tom	atoes produced	under contract	in 1977	
	Total	l to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 acres	750 acres and over
Years grown under contract:							
1 to 5 years	46	22	7	11	4	-	2
6 to 10 years	34	17	4	6	6	-	I
10 years and over	194	73	40	36	20	15	10
Type of organization:							
Individual	155	90	29	21	11	2	2
Partnership	73	19	17	18	11	3	5
Corporation	45	-,	5	13	8	10	6
Other	2	ī	-	1	-	-	-
Value of products sold in 1977:							
Under \$10,000	6	6	-	-	-	-	_
\$10,000 to \$39,999	43	40	2	1	-	_	_
\$40,000 to \$99,999	56	43	9	4	-	_	_
\$100,000 to \$499,999	101	21	37	33	9	_	1
\$500,000 and over	68	2	3	15	21	15	12
Primary business of contractor:							
Processor	268	108	51	52	20	1/	1.2
Other	208	108	21	52	30	14	13
	۳	4	-	1	-	1	-
Total reporting size of operation	27.5	113	51	53	30	15	13

(Based on 280 contracts reported)



		<u></u>						Page 2	
Section I – In 1977, did you have any CONTR/ BINDING AGREEMENT to produce any TOMATOES on this farm or rar	e or market		015] Yes – Pleas	se complete t e section II b	this report	t form. S	iee N(DTE
Include only oral or written agreements made m 30 days prior to delivery.	nore than		2 	No - Please	e complete se form to Bure	ections X	and XI a	ind	
NOTE: If you had tomato co to the contract that							esponse	5	
Section II - TIMING OF CONTRACT AGREEM	ENT	· <u>···</u> ····		Mark (X) onl	y ONE box to	or each qu	estion		
Mark (X) the box which best applies for questic through 5 below.	ons 1		Before production started	During	At deliv on or with	very Aft	er the uct was f rketed		Not licable
 When was contract agreed upon or validated? When was price of product or payment agreed When was part cash payment received? 	1 upon?	021			3		4 (NA)	() (N	5 ∛A) ∛A)
 When is final cash payment received? 5. When did contractor assume ownership of pro 									IA) IA)
Section III - TERMS OF CONTRACT			A. D	etermined by?				B.₩e	re
Listed below (items 1-13) are various items wh are involved in production and marketing of tom		,	Ма	ark (X) only	ONE box for	each iten	л. [spec	s 1–13 cified ontract?
Mark (X) the appropriate columns for questions	A and B		Contractor only	You, the produce		or Apr	oducer vization	Yes	No
Code 1. Quantity of production and/or acreage planted				2	з П			5 	e
4. Amounts of fertilizer to be used 5. Analysis or types of fertilizer to be used 6. Special types of equipment to be used		035							
 Frequency and/or extent of disease, pest, an parasite controls Type of disease, pest, and/or parasite contro When to harvest 	ols to use	038							
10. Irrigation schedules and 'or other cultivation in the schedules and 'or othe	practices	0.40 041							
		043				(
Section IV - Who FURNISHES the PRODUCTION ITEMS listed below?	A. Does item apply?	speci	contract ify who shes item?	C. What perc is furnist	ent of item ned by -	D. How d fumist	id you pay hed by the	/ for it contra	ems actor?
Mark (X) the appropriate columns for questions A-D for each item	Yes No	Yes	No	You	Contractor	No charge	Open		sh on ivery
Code 1.Seeds or plantsos1 2.Fertilizeros2 3.Chemicals (pesticides, etc.)os3		з [] [] []	4	5 % %	6 		8		ه {] [] ا
4. Labor 054 5. Harvesting 055 6. Transportation to processing plant 056				0					
				0				; [-
 7. Processing and/or packing									11111
061				0	o				
E. Did the contractor provide any additional fina assistance (including cash advances) that wa related to the specific inputs listed above?				⁻Yes <i>-Spec</i> ੵNo	lty kind				

FORM 74-A76 (9-20-77)

		Page
Section V – PAYMENT DETERMINATION How was the payment you received from the contractor determined? Mark (X) one box	 1 Open market price at time of delivery 2 From open market price at time contract was entered into 3 From price negotiated by the contractor when he sells the product 4 By negotiation with contractor - not based on any quoted or market 5 Value of production items and services furnished by you 6 Set by contractor without negotiation 7 Other - Specity	price
Section VI – ORIGIN OF CONTRACT 1. How long have you grown tomatoes under contract?	081 1 □ 1-5 years 2 □ 6-10 years 3 □ More than 10 years	
2. How long have you grown tomatoes for your present contractor?	082 1 1 1-5 years 2 1 6-10 years 3 1 More than 10 years	
3. Were there any other tomato contractors available with whom you might have negotiated?	0 03 1 Yes - Complete 3a and 3b 2 No - Skip to question 4 3 Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	064 1 □ Yes 2 □ No	
b. Did you negotiate or bargain with more than one contractor?	0e5 1 _ Yes 2 _ No	
4. Would you have grown tomatoes without a contract?	096 1 <u></u> Yes 2 No	
 I would have purchased the deficit amoun I would have made a cash payment to fulfi The contract would have been invalidated The contract included a "Natural disast the obligation to deliver or produce tomation. There was no provision to cover this situation. 	omatoes delivered as fulfillment of the contract	1 2 3 4 5 6 7
 The excess would have been sold on the if a lowould have received a reduced price or if a. The excess would have been offered to this. The excess tomatoes would have been detion in the excess tomatoes would have been detion in the excess to a provision to cover this situation. Other - Specify	the excess produced	092 1 2 3 4 5 6 7 - 8
 I would have made a cash payment to fulfi No payment would have been received for The contract would have been invalidated The contract included a "Natural disaster the obligation to deliver or produce tomato I would have received a price or payment The tomatoes would have been sold on the The tomatoes would have been offered to The tomatoes would have been offered to The rewas no provision to cover this situation 	een LOWER than called for by the contract - matoes delivered as fulfillment of the contract ill the contract inferior tomatoes '' or ''Act of God'' clause which would have eliminated or reduced ces because of weather or other factors beyond my control from the contractor based on the quality actually delivered e open market the contractor first, then sold on the open market ation	094 1 2 3 4 5 6 7 8 9 095 10 11
 I would have received an incentive or prer The tomatoes would have been sold on the The tomatoes would have been offered to There was no provision to cover this situation 	een HIGHER than called for by the contract — cceived other than specified in the contract mium payment from the contractor e open market the contractor first, then sold on the open market ation	096 1 2 3 4 5 - 6

FORM 74-A76 (9-20-77)

					Page 4
Section VIII - OTHER CONTRACT CHARACTERISTICS			Yes	No	know
Mark (X) Yes, No, or Don't know for each item 1-12 1. Was the contract or agreement in writing?		C	ode 1 01	2	3 (NA)
2a.Did the contract or agreement cover more than one season or	production period?	1	02	į D	
 b. If Yes in 2a, how many seasons or periods were covered? 3. Did the contract or agreement specify a specific amount of to 		1	04		l C
 Was your product pooled with that of other producers before a Was the product under a State or Federal market order? 	final price or payment wa	as determined? 1	05 [] 06 []		
6a. Was the contractor a cooperative?		1	07		(NA)
 7a. Was the contract or agreement associated with a joint venture cooperatives or a cooperative and another firm? b. If Yes in 7a, was your operation a part of this joint venture? 			09		(NA)
 b. If Yes in 7a, was your operation a part of this joint venture? 8a. Was a bargaining association involved in negotiating or imple b. If Yes in 8a, were you a member of this bargaining association 	menting the contract?	1	1		(NA)
 b. If Yes in 6a, were you a member of this barganning osservice 9a. Did the contractor assist you with supply, demand, and /or prib. If Yes in 9a, was this your main source of market information 	ce outlook information?	1	13		(NA)
 If res in sa, was this your main source or money intermediation. Were you generally satisfied with the production terms of you Were you generally satisfied with the marketing or price terms Do you plan to continue and/or expand the use of contracts o or marketing of your farm products?	r contract or agreement? s of your contract or agree r agreements in the produ		15 [] 16 []		
Section IX - TYPE OR ORGANIZATION OF FARM	1			<u></u>	'
BUSINESS AND FARM INCOME 1. What type of organization best describes your farm business?	1 1 Individual 2 Partnersh 3 Corporatio	or family operation (ip operation including on, including family c	g family partr orporations	ierships	
Mark (X) one	4 Other, suc	h as cooperative, est	ate, or trust,	etc.	
2. What was the primary business of the contractor?	122				
Mark (X) one	1 Processor 2 Other - S				
3. What was the acreage, production, and value of your sales of tomatoes for 1977?	Acres planted	Tons harvested	TOTAL M/ 1977 produ		
a. Total amount of tomatoes grown under contracts None		127	\$.00
. b. Total amount of tomatoes grown without contracts .	120		\$.00
4. What is the expected total gross value of all agricultural products sold from your farm in 1977? Mark (X) only one	129 1 \$500,000 2 \$100,000 3 \$40,000 t 4 \$10,000 t 5 \$10,000 t	to \$499,999 o \$99,999 o \$39,999			
 In your opinion, what percentage of the tomatoes grown in your area or neighborhood was sold or produced under contract during the years 1977, 1972, and 1967? 	1977 1 ⊇1 None 2 ⊂ Less than 25°, 3 ⊂ 25°, -49°, 4 ⊂ 50°, -74°, 5 ⊂ 75°, oi more 6 ⊂ Don't knc	3 ☐ 25% 4 ☐ 50% 5 ☐ 75% mor	e s n 25% 	э — 25 4 — 50 s — 75 mc	one 255 3n 25% %-49% %-74%
	1				
	(P	LEASE SKIP TO S	ECTION XI	2	
Section X - TERMINATION OF CONTRACT OR AGREEMENT	141		ECTION XI	2	
Section X – TERMINATION OF CONTRACT OR AGREEMENT What situation best describes how you terminated your contract or agreement? Mark (X) one	141 1 Individua 2 Group dec 3 Joint dec	LEASE SKIP TO S I decision by me cision involving other ision between the co by the contractor	producers or	r an organi	ization
	(P	LEASE SKIP TO S	ECTION XI)	

GENERAL EXPLANATION Continued

Potatoes

As in the tomato industry, potato processors are also offering contracts to growers as a means of reducing risks by assuring an adequate flow of quality potatoes to the processing plant. In return, the contract growers are assured of a market for their product, generally at a predetermined price. However, potato contracting differs from tomato contracting in that it is common for a grower to plant both contracted and noncontracted potatoes in the same year. Since the price to be received for the contracted potatoes is generally determined prior to their planting, the contract acts as a hedge against the uncertainty of the market. Forty-four percent of the growers reported planting both contracted and noncontracted potoatoes.

A sample of 805 cases were mailed the potato questionnaire. These individuals were located in 27 States which were divided into the four regions as defined on the accompanying U.S. map. Contracts reported to be active in 1977 totaled 359 with the following breakdown: Region I, 76; Region II, 74; Region III, 142; and Region IV, 67.

In most cases, the contracts reported can be classified as marketing contracts. The producer supplies the majority of the production inputs, is actively engaged in determining the terms of the contract, and in more than half the cases negotiates with the contractor the payment to be received. The contractor, a processor in 76 percent of the cases, generally supplies the processing and/or packing and on occasion the storage and transportation to market. No apparent differences exist in contract characteristics between the four regions surveyed or between the various sizes of contract operations. Remarks entered on report forms indicated a number of the contracts involved seed potatoes.

Similar to tomato contracts, the contract provisions regarding variation in the quantity and quality of the potatoes generally focus on the quality clause. Approximately one-half of the contracts stated that the payment from the contractor was based on the quality of the product actually delivered.

In each of the four regions, respondents indicated that the use of contracts has increased significantly since 1967 and has reached an estimated level of more than 50 percent in three of the four regions.

The fact that 189 growers (53 percent) reported potatoes would have been grown without a contract seems more feasible than in the case of tomato production. This response is further reinforced by the fact that 156 contractors also reporting growing noncontracted potatoes.

Bargaining associations are involved to a larger scale with potato marketing than with tomatoes. Approximately 60 percent of the growers reported bargaining associations assisted in contract negotiations. Two-thirds of these growers were members of these bargaining associations.

Contract dropout for this survey totaled 34 percent. Again, the dominant factor for contract termination was the grower's decision.

GENERAL EXPLANATION Continued



	Total	Before production period	During production period	At delivery or within one week	After product was marketed	Not applicable
TOTAL (Based on 359 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	346 335 319 305 329	281 261 2 16	56 44 11 2 15	9 18 87 56 265	(NA) 12 161 247 33	(NA) (NA) 58 (NA) (NA)
REGION I (Based on 76 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	73 71 69 69 70	61 57 - 3	12 11 6 - 4	1 20 23 59	(NA) 2 30 46 4	(NA) (NA) 13 (NA) (NA)
REGION II (Based on 74 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	73 70 69 63 71	66 59 1 - 2	5 5 1 2	2 5 15 12 61	(NA) 1 39 50 6	(NA) (NA) 14 (NA) (NA)
REGION III (Based on 142 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	136 130 123 115 127	98 91 - 9	32 23 4 - 7	6 9 43 16 102	(NA) 7 53 99 9	(NA) (NA) 23 (NA) (NA)
REGION IV (Based on 67 contracts reported)						
Contract agreed upon Price or payment agreed upon Part cash payment received Final cash payment received Contractor assumed ownership	64 64 58 58 61	56 54 1 - 2	7 5 1 1 2	1 3 9 5 43	(NA) 2 39 52 14	(NA) (NA) 8 (NA) (NA)

Table 56. Timing of Contracts for Potatoes

		<u> </u>	Terms mad	e by		
	Total	Contractor	Producer	Producer and contractor	A producer organization	Items were specified in contract
TOTAL (Based on 359 contracts reported)						
Quantity of production	332	69	1 30	128	5	191
Planting dates Types or varieties of potatoes	319 325	5 108	293 91	21 124	- 2	22 195
Amounts of fertilizer	321	1	312	7	1	13
Analysis or types of fertilizer	320 315	2	314 300	2 13	2	11 14
Frequency/extent of disease control	319	3	270	45	1	42
Type of disease control	316 320	8 39	262 188	43 93	3	37 75
Irrigation schedules and/or other		57	100	,,,	_	/ 5
cultivation practices Rate of delivery	300 316	- 91	294	6	-	10
Price terms	313	127	83 13	134 119	8 54	100 209
Other	9	3	-	3	3	11
REGION I (Based on 76 contracts reported)						
Quantity of production	72	4	40	27	1	34
Types or varieties of potatoes	72	10	63 20	3 42	-	2 42
Amounts of fertilizer Analysis or types of fertilizer	69 69	-	68	1	-	2
Special types of equipment	66	-	68 64	1 2	-	1
Frequency/extent of disease control	69	-	59	10	-	8
Type of disease control When to harvest	68) 69	-2	56 51	12	-	8
Irrigation schedules and/or other		2	51	16	-	13
cultivation practices Rate of delivery	61 71	- 20	60	1	-	1
Price terms	70	20	6 3	44 28	1	37 48
Other	4	3	_	1	-	4
REGION I1 (Based on 74 contracts reported)						
Quantity of production	66	13	19	33	1	36
Planting dates Types or varieties of potatoes	64 66	1 22	63	-	-	2
Amounts of fertilizer	64	- 22	11 64	33	-	39 3
Analysis or types of fertilizer	63	-	63	-	-	2
Special types of equipment Frequency/extent of disease control	63 65	- 1	58 58	5	-	3
Type of disease control	63	1	60	2	_	6
When to harvest Irrigation schedules and/or other	63	1	45	17	-	9
cultivation practices	52	-	51	1	-	3
Rate of delivery Price terms	60 61	21	15	24	-	18
Other.	1	22	2	32 1	5	40 -
REGION III (Based on 142 contracts reported)						-
Quantity of production	1 28	28	55	43	2	79
Planting dates Types or varieties of potatoes	124	3	115	6	-	12
Amounts of fertilizer	123 123	39 1	49 120	34 2	1	74 6
Analysis or types of fertilizer Special types of equipment	123	2	120	-	1	6
Frequency/extent of disease control	121	1 -	117 101	3 19	-	6 21
Type of disease control	121	3	99	16	3	17
When to harvest Irrigation schedules and/or other	122	13	75	34	-	32
cultivation practices	122	-	119	3	-	5
Rate of delivery Price terms	120 117	20	47	48	5	31
Other	2	52	6 -	36 1	23	82 2
REGION IV (Based on 67 contracts reported)						
Quantity of production,	66	24	16	25	1	42
Planting dates	65	1 37	52 11	12 15	- 1	6 40
Types or varieties of potatoes	64 65	- 37	60	4	1	2
Analysis or types of fertilizer	65	-	63	1	1	2
Special types of equipment Frequency/extent of disease control	65 64	1 2	61 52	3 10	-	5 6
Type of disease control	64	4	47	13	-	6
When to harvest,	66	23	17	26	-	21
Irrigation schedules and/or other cultivation practices	65	-	64	1	-	1
Rate of delivery	65	30	15	18 23	2	14 39
Price terms	65 2	26	2	-	2	34

Table 57. Terms of Contracts for Potatoes

Table 58. Production Items Furnished for Contracts for Potatoes

		Contract	·····	em furnished by		Method	of payment for Ished by contrac	
	Item was applicable to contract	specified who fur- nished item	Producer	Producer and contractor	Contractor	No charge	Open account	Cash on delivery
TOTAL (Based on 359 contracts reported)								
Seeds Fertilizer. Chemicals (pesticides, etc.) Labor. Harvesting. Transportation to market. Processing and/or packing. Technical assistance. Machinery and/or equipment. Storage of potatoes.	316 306 308 303 305 310 267 227 284 282 282 3	116 78 78 86 158 117 62 70 160 1	266 291 289 288 289 164 55 91 257 136	6 1 4 2 1 48 - 5 5 15 15	33 5 4 3 6 84 201 63 10 119 119	3 - 1 50 64 42 5 5 47 2	24 3 4 1 2 8 10 3 1 6 -	7 2 2 2 1 7 4 1 - 3 -
Other financial assistance provided by contractor	(X)	(X)	(X)	(X)	13	(X)	(X)	(X)
REGION I (Based on 76 contracts reported)								
Seeds Fertilizer Chemicals (pesticides, etc.) Labor Harvesting Transportation to market Processing and/or packing Technical assistance Machinery and/or equipment Storage of potatoes Other	65 65 65 65 65 50 39 58 63	25 18 19 20 20 33 25 10 16 32	58 62 61 62 41 20 20 55 51	3 - - - 3 - 7 - 2 -	2 - - - - - - - - 8 - - 8	1 - - - - - - - - - - - - - - - - - - -	4	- - - - - - - - - -
REGION 11 (Based on 74 contracts reported)								
Seeds Fertilizer Chemicals (pesticides, etc.) Labor. Harvesting. Transportation to market. Processing and/or pucking. Technical assistance Machinery and/or equipment Storage of potatoes. Other.	64 62 63 62 62 64 57 48 58 62	21 14 15 10 12 26 7 8 7 8 7 33 -	58 59 58 33 14 20 50 30	- - - 5 - 5 - 5	5 1 1 2 2 2 3 3 9 1 3 4 25 -	1 	1 2 1	2 - - - - - - - -
REGION III (Based on 142 contracts reported)								i
Seeds Pertilizer. Chemicals (pesticides, etc.). Labor Harvesting. Transportation to market. Processing and/or packing Technical assistance. Machinery and/or equipment. Storage of potatoes. Other.	125 118 119 117 117 119 105 91 112 103 2	52 35 34 36 40 65 54 30 31 62	102 113 112 113 113 63 14 37 103 37	2 1 1 23 - 17 3 6 -	15 2 2 1 1 27 87 30 4 57 1	- - - 1 17 266 18 3 18 1	11 1 - 8 5 .2 1 2 -	3 2 1 1 2 1 - - 2
REGION IV (Based on 67 contracts reported)		-						
Seeds Fertilizer Chemicals (pesticides, etc.) Labor Harvesting Transportation to market Processing and/or packing Technical assistance Machinery and/or equipment Storage of potatoes Other	62 61 60 59 61 62 55 49 56 54 1	18 11 10 12 14 34 31 14 16 33 1	48 57 56 56 27 7 14 49 18	1 1 17 18 2 2 1	11 2 1 - 3 16 46 13 2 29 -	1 	8 2 - 2 6 4 1 - 3 -	2 - - 2 2 1 - - 1 -

Table 59. Payment Determination by Size of Operation for Potatoes

(Based	on	359	contracts	reported)
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		Acres of potatoes produced under contract in 1977								
	Total	l to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 ac res	750 acres and over			
Open market price at time of delivery Open market price at time contract was entered into From Futures market price From price negotiated by contractor when he sells By negotiation with contractor	11 16 2 12 204 9 60 32	2 4 1 1 43 2 14 16	5 3 1 4 55 2 21 5	2 4 - 5 52 3 18 8	2 3 - 1 32 2 5 3	- 1 13 - - -	- - 9 - 2			
Total reporting size of operation	356	86	99	94	50	15	12			

Table 60. Contract Provisions for Variation in Quantity and Quality for Potatoes

(Based on	359 cor	ntracts reported)	
	Farms		Farms
Lesser quantity: Contractor would have accepted potatoes delivered Producer would have purchased deficit amount to fulfill contract Producer would have made a cash payment to fulfill contract Contract would have been invalidated Contract included a natural disaster clause. No provision to cover lesser quantity Other	184 21 5 4 145 44 20	Lower qualtiy: Contractor would have accepted potatoes Producer would have made cash payment to fulfill contract No payment would have been received for inferior potatoes Contract would have been invalidated Contract included a natural disaster clause Producer would have received payment based on the quality actually delivered Potatoes would have been sold on open market Potatoes would have been destroyed Potatoes would have been offered to contractor, then sold on	49 4 62 37 52 165 20 4 35
Greater quantity: No payment would have been received for excess produced Excess would have been sold on open market Producer would have received a reduced payment for excess	21 96 41	open market No provision to cover lower quality Other	17 18 134
Excess would have been offered to contractor, then sold on open market Potatoes would have been destroyed Producer would have received an incentive or premium payment No provision to cover greater quantity Other	86 1 12 82 -	No additional payment would have been received. Producer would have received an incentive or premium payment Potatoes would have been sold on open market Potatoes would have been offered to contractor, then sold on open market No provision to cover higher quality Other.	154 156 4 12 29 8

Table 61. Other Contract Characteristics for Potatoes

(Based on 359 contracts reported)

			Acres of	f potatoes un	nder contract	: in 1977	
	Total	l to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 acres	750 acres and over
Other contractors were available for negotiation	247	51	69	64	38	14	11
Producer had knowledge of key provisions of other contracts	203	45	56	52	31	11	8
Negotiations were undertaken with more than one contractor	111	16	30	25	23	8	9
Contractor was specified in writing	340	84	90	. 91	48	15	12
Contract covered more than one production period	49	11	17	12	8	-	1
Contract specified a specific amount of potatoes	223	50	60	65	27	14	7
Product was pooled with others prior to final							
payment determination	56	11	20	16	8	`	1
Product was under a State or Federal market order	80	17	22	26	13	2	
Contractor was a cooperative	52	9	18	^ 1 3	8	ົ 2	2
Producer was a member of this cooperative	41	8	13	12	ు 5	1	2
Contract was associated with a joint venture between two or							
more cooperatives or a cooperative and another firm	22	2	12	4	2	2	-
Producer's operation was a part of this joint venture	12	2	6	1	1	2	-
A bargaining association was involved in negotiating the contract	212	5 7	62	50	28	10	5
Producer was a member of this bargaining association	142	34	41	34	20	8	5
Contractor provided supply, demand and/or price	(
outlook information	73	16	24	14	11	4	4
Producer considered this as main source of market information	33	12	9	7	2	2	1
Producer was generally satisfied with production							
terms of contract	265	66	71	70	39	10	9
Producer was generally satisfied with marketing terms							
of contract	212	47	57	61	31	10	6
Producer plans to continue utilization of contracts	279	65	71	75	45	13	10
Potatoes would have been produced without a contract	187	32	56	50	34	8	7
Total reporting size of operation	356	86	99	94	50	15	12

		1977						1972					1967		
	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV	Farms	Region I	Region II	Region III	Region IV
Total reporting Percent of potatoes in area contracted:	287	62	59	109	57	257	55	58	92	52	228	53	51	82	42
None	-	-	-	-	-	2	-	1	1	-	7	-	4	3	-
Under 25 percent	33	10	5	15	3	43	15	10	13	5	86	25	26	25	10
25 to 49 percent	69	25	15	24	5	89	29	22	31	7	68	20	10	26	12
50 to 74 percent	86	19	21	35	11	68	10	14	25	19	33	6	5	13	ç
75 percent and over	99	8	18	35	38	55	1	11	22	21	34	2	6	15	1

Table 62. Extent of Contract Usage for Potatoes

Table 63. Operator Characteristics by Size of Operation for Potatoes

	(Base	ed on 359 contr	acts reported)				
			Acres of po	tatoes produced	under contract	in 1977	
	Total	l to 49 acres	50 to 99 acres	100 to 249 acres	250 to 499 acres	500 to 749 acres	750 acres and over
Years grown under contract:							
1 to 5 years	79	24	21	22	8	2	2
6 to 10 years	111	32	30	28	15	4	2
10 years and over	1.53	27	43	42	24	9	8
Type of organization;							
Individual	218	72	63	50	23	6	4
Partnership	77	10	21	26	17	2	1
Corporation	53	3	12	17	8	7	6
Other	1	-	-	-	-	-	1
Value of products sold in 1977:							
Under \$10,000	3	3	-	-	-	-	-
\$10,000 to \$39,999	25	18	7	-	- 1	-	-
\$40,000 to \$99,999	95	41	39	14	1	-	-
\$100,000 to \$499,999	180	22	46	72	34	4	2
\$500,000 and over	44	-	4	5	14	11	10
Primary business of contractor:							
Seed company	16	2	7	3	4	-	-
Packer for fresh market	28	7	8	7	4	1	1
Processor	274	70	71	72	39	11	11
Other	31	5	10	11	2	3	-
Total reporting size of operation	356	86	99	94	50	15	12

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Form Approved: O.M.B. No. 40-S77019 FORM 74-477 U.S. DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS NOTICE – Response to this inquiry is required by law (title 13, U.S. Code). By the same law YOUR REPORT TO THE CENSUS BUREAU IS CONFIDENTIAL. It may be seen only by sworn Census employees and may be used only for statistical purposes. Your report CANNOT be used for purposes of taxation, investigation, or regulation. The law also provides that copies retained in your files are immune from legal process. PRODUCER QUESTIONNAIRE ON CONTRACTS OR BINDING AGREEMENTS FOR POTATOES 77 process. Complete this report and RETURN TO BUREAU OF THE CENSUS 1201 East Tenth Street Jeffersonville, Indiana 47132 CENSUS USE ONLY 011 012 014 013 (Please correct any error in name and address including ZIP code) FROM THE DIRECTOR BUREAU OF THE CENSUS We need your help in completing this report on contracts and agreements which are used for the production and marketing of selected agricultural products. In order to minimize the reporting burden on the Nation's farmers, this request is being mailed to only a sample of the farming operations which were included in the 1974 Census of Agriculture. Since your operation is among the sample selected to represent all contractual arrangements, your response is very important to the successful completion of the survey. Specialized information is needed about the extent and use of production and marketing contracts in our Nation's agriculture. At present, little is known about the characteristics and types of arrangements and the effect they have on individual farming activities and marketing. Please complete this report form for any contract or agreement you had in 1977. Most questions on the report can be answered readily by marking a "Yes" or "No," making an "X" in an appropriate box, or reporting estimates and percentages where actual figures are not readily available. We ask that you reply within 7 days; a preaddressed envelope is provided for your convenience. The Contract Survey is part of the 1974 Census of Agriculture program which is required by title 13, United States Code, and is being taken in cooperation with the Economic Research Service of the U.S. Department of Agriculture which will use statistical totals in its work. Accordingly, under provisions of this title, your individual response is required by law and must be kept confidential, and will be seen only by sworn Census employees. Your cooperation in helping us to complete the survey economically and quickly is most appreciated. Sincerely, MANUEL D. PLOTKIN Enclosure

							Pa	ge 2
Section I – In 1977, did you have any CONTR BINDING AGREEMENT to produc any POTATOES on this farm or ra	e or market		1015	les - Piease	complete this	report form.	See NOT	E
Include only oral or written agreements made 30 days prior to delivery. Do not include Fut traded through organized commodity exchange	ures contrac	ts		aboves No – Please	complete sec complete sec	re beginning. tions X and X	l and	
NOTE: If you had potato cont						responses		
to the contract that re Section II - TIMING OF CONTRACT AGREE		ne LARGE			ONE box for	anah guantia		
			Before	During	At delivery	After		
Mark (X) the box which best applies for quest through 5 below.	IONS I		production started	production period	or within one week	product was marketed	Not applica	
	cr.	Code	1	2	3	4	5	
 When was contract agreed upon or validate When was price of product or payment agre 						(NA)	(NA (NA	
3. When was part cash payment received?	•							-
4. When is final cash payment received? .		023					(NA	11
5. When did contractor assume ownership of p							1 (NA	
Section III - TERMS OF CONTRACT		-	A. Dete	ermined by?	_ <u></u>	<u> </u>	B. Were	
Listed below (items 1-13) are various items are involved in production and marketing of p		7	Mar	k (X) only ON	IE box for eac	h item.	items 1- specifie in contr	d
Mark (X) the appropriate columns for question	ns A and B,/		Contractor only	You, the producer	You and contractor jointly	A producer organization	Yes	No
		Code	1	2	3 Jointry	4	5	6
1. Quantity of production and/or acreage plan								
 Planting dates Types or varieties of potatoes to be plant 								
4. Amounts of fertilizer to be used		034						
5. Analysis or types of fertilizer to be used								
6. Special types of equipment to be used	• • • • • • • • •	036						
7. Frequency and/or extent of disease, pest,		037						_
 parasite controls								
9. When to harvest								
10. Irrigation schedules and or other cultivati	on practices	5 040						
11. Rate of delivery		041						
12. Price terms		042						
13. Other - Specity					I I	1		
 Section IV – Who furnishes the production items listed below? 	A. Does item apply?	B. Does conspective specify		C. What perce is furnishe		How did you pa furnished by th		
listed below? Mark (X) the appropriate columns	Yes No	Yes	No	You C	contractor c	No Ope harge accou		shon ivery
for questions A-D for each item. / Code	1 2	3	4	5	6	7 8		9
1. Seeds 051 2. Fertilizer 052				i				
3. Chemicals (pesticides, etc.) 053					0 9%			
4. Labor					0,0			
5. Harvesting 055					······································			
6. Transportation to market 056				; ; ; ; ; ; -			į	
7. Processing and/or packing 057				0,0	%			
8. Technical assistance 058					⁰ io		1 7	
9. Machinery and/or equipment 059			. 🗆 📘		°0		įC	
10. Storage of potatoes								
061				0, I	0'o			
E. Did the contractor provide any additional	linancial	I	062		A	I		
assistance (including cash advances) that related to the specific inputs listed above	was not	1	1 [] Y 2 [] N	es > Specity 0	/ kind			

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		Page 3
Section V – PAYMENT DETERMINATION How was the payment you received from the contractor determined? Mark (X) one box	071 1 Open market price at time of delivery 2 From open market price at time contract was entered into 3 From Futures market price 4 From price negotiated by the contractor when he selfs the product 5 By negotiation with contractor – not based on any quoted or market price 6 Value of production items and services furnished by you 7 Set by contractor without negotiation 8 Other – Specify	ce
Section VI – ORIGIN OF CONTRACT 1. How long have you grown potatoes under contract?	0 ⁰⁰¹ 1 [] 1-5 years 2 [6-10 years 3 [More than 10 years	
2. How long have you grown potatoes for your present contractor?	082 1 _ 1-5 years 2 _ 6-10 years 3 _ More than 10 years	
3. Were there any other potato contractors available with whom you might have negotiated?	083 1Yes - Complete 3a and 3b 2No - Skip to question 4 3Don't know - Skip to question 4	
a. Do you know the key provisions of the contracts they offered?	084 1 [] Yes 2 [] No	
b. Did you negotiate or bargain with more than one contractor?	085 ₁ _ Yes 2 _ No	
 Would you have grown potatoes without a contract? 	086 1 <u></u> Yes 2 <u>N</u> 0	
Section VII - CONTRACT PROVISIONS FOR	VARIATION IN AMOUNT OR QUALITY OF POTATOES PRODUCED	
	een faced when the AMOUNT and/or QUALITY of potatoes produced	Mark (X) those that
A. If AMDUNT of potatoes produced had been L		app/y
1. The contractor would have accented the o	ess than called for by the contract - ostotos delivered as fulfillment of the contract	·
2. I would have purchased the deficit amount	to fulfill the agreement	1 2
3. I would have made a cash payment to fulfi	li the contract	3
		4
5. The contract included a "Natural disaster	" or "Act of God" clause which would have eliminated or reduced	•
	es because of weather or other factors beyond my control	5
	ition	6
		7
B. If AMOUNT of potatoes produced had been M	ORE than called for by the contract -	2
1. No payment would have been received for	the excess produced	
2. The excess would have been sold on the o	open market	2
3. I would have received a reduced price or p	payment from the contractor for the excess produced	э 🗋
	e contractor first, then sold on open market	4
	troyed	5
6. I would have received an incentive or prer	nium payment	6
	ation	7[]
8. Other - Specify		e []]
C. If the QUALITY of potatoes produced had be	en LUWER than called for by the contract - og	
2. I would have made a cash payment to fulfi	otatoes delivered as fulfillment of the contract	1
3. No payment would have been received for	inferior potatoes	2
4. The contract would have been invalidated		3
The contract included a "Natural disaster	" of "Act of God" clause which would have eliminated or reduced	4
the obligation to deliver or produce potato	es because of weather or other factors beyond my control	s
6. I would have received a price or payment	from the contractor based on the quality actually delivered	6
The potatoes would have been sold on the	open market	7
8. The potatoes would have been destroyed .		8
9. The potatoes would have been offered to t	he contractor first, then sold on the open market	و
	ationos	5 10
11. Other - Specify		11
D. If the QUALITY of potatoes produced had be	en HIGHER than called for by the contract - os	
 No additional payment would have been re 	ceived other than specified in the contract	
 No additional payment would have been re I would have received an incentive or prer 	ceived other than specified in the contract	1 2
 No additional payment would have been re I would have received an incentive or prer The potatoes would have been sold on the 	ceived other than specified in the contract nium payment from the contractor	1 2 3
 No additional payment would have been re I would have received an incentive or prer The potatoes would have been sold on the The potatoes would have been offered to t 	ceived other than specified in the contract nium payment from the contractor open market he contractor first, then sold on the open market	16 1 [] 2 [] 3 [] 4 []
 No additional payment would have been re I would have received an incentive or prer The potatoes would have been sold on the The potatoes would have been offered to t There was no provision to cover this situation 	ceived other than specified in the contract nium payment from the contractor open market he contractor first, then sold on the open market tion	1 1 2 3
 No additional payment would have been re I would have received an incentive or prer The potatoes would have been sold on the The potatoes would have been offered to t There was no provision to cover this situation 	ceived other than specified in the contract nium payment from the contractor open market he contractor first, then sold on the open market	16 1 [] 2 [] 3 [] 4 []

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<u> </u>								Page 4
	ction VIII - OTHER CONTRACT CHARACTERISTICS rk (X) Yes, No, or Don't know for each item 1-12				• •	Yes	No	Don't know
1.	Was the contract or agreement in writing? Did the contract or agreement cover more than one season or p		ion period?	•••••	Code 101 102			3 (NA)
b.	. If Yes in 2a, how many seasons or periods were covered?		103					
	Did the contract or agreement specify a specific amount of pol Was your product pooled with that of other producers before a				104			
5.	Was the product under a State or Federal market order?	••••		•••••	106			
6a. b.	. Was the contractor a cooperative?	· · · · ·	· · · · · · · · · · · · · ·	•••••	107 108			(NA)
ł	Was the contract or agreement associated with a joint venture cooperatives or a cooperative and another firm?				109 110			(NA)
8a. b.	. Was a bargaining association involved in negotiating or implem . If Yes in 8a, were you a member of this bargaining association	nenting 1?	g the contract?.		111 112			(NA)
9a.	. Did the contractor assist you with supply, demand, and/or priv . If Yes in 9a, was this your main source of market information?	ce out)	ook information		113			(NA)
1	Were you generally satisfied with the production terms of your				115			
11.	Were you generally satisfied with the marketing or price terms Do you plan to continue and/or expand the use of contracts or	of you agreer	r contract or agi ments in the pro	eement? duction	116			Ō
	or marketing of your farm products?		· · · · · · · · · · · · · · ·	•••••	117			
Se	ction IX - TYPE OF ORGANIZATION OF FARM BUSINESS AND FARM INCOME	121	. () Individua	I or family operat	ion (sr	le proprieto	(rshin)	
1.	What type of organization best describes your farm business?	1 1 1	2 🛄 Partnersl	nip operation inclu on, including fami	iding f	amily partn		
	Mark (X) one	1	4 🗍 Other – :	such as cooperativ	/e, est	ate, or trus	t, etc.	
2.	What was the primary business of the contractor?	122	1 🛄 Seed com					
	Mark (X) one	! !	3 (Processo	or fresh market Ir Specify				
3.	What was the acreage, production, and value of your sales of potatoes for 1977?	Ac	cres planted	Hundredweigh harvested		of 1977 proc	ARKET V	
	a. Total amount of potatoes grown under contracts	123		124	s	25		.00
	None b. Total amount of potatoes grown without contracts []	126		127	1	28		.00
4.	What is the expected total gross value of all agricultural products sold from your farm in 1977? Mark (X) only one	129	t [to \$499,999 to \$99,999 to \$39,999	1.			
5.	In your opinion, what percentage of the potatoes	131	1977	1 197	12	1133	1967	
1	grown in your area or neighborhood was sold or moved under contract during the years 1977, 1972,	1	1 None 2 Less	1 [] No 2 [] Le		- † †	[_] None [_] Less	
	and 1967?		than 25%	tha	n 25%	1	than 2	-
			э [_] 25%-49% 4 [_] 50%-74%	,			[_] 25%-4 []] 50%-7	
		, 1	s [_] 75% or more	s [_] 759 mo		5	[_] 75% or more	
		1 (s [] Don't kno	L L		6 W	[]] Don't	know
		ی۔۔۔۔۔ ۱ ۲۰۰۹	PL	EASE SKIP TO	SEC	TION XI		
) Sec	tion X - TERMINATION OF CONTRACT OR AGREEMENT	141	ı () Indi vi dua	l decision by me				
100	at situation best describes how you terminated your htract or agreement?		z 🗍 Group der 3 🗍 Joint dec	cision involving or ision between the				ation
	rk (X) one	i 		by the contractor				
Ke	marks — If necessary use a separate sheet of paper .							
Ser	tion XI - PERSON COMPLETING THIS REPORT					· · · · · · · · · · · · · · · · · · ·		
K	- Please print		-Mo./Day/197			Telephone		
		151		Area code	NL	Imber		
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