

5159

BROILER PRODUCTION CONTRACT

THIS CONTRACT is entered into by and between _____ (referred to hereinafter as "Company"),
and _____, (referred to hereinafter as "Producer"), whose
(Producer or Legal Entity Name)
farm address is _____.

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:

1. Required Disclosures.

Title XI of the Food and Energy Security Act of 2008 (codified as 7 U.S.C. § 198 *et seq*) requires the following disclosures to this Contract:

- A. **Right to Cancel.** Producer has the right to cancel this Contract within three (3) business days after the date on which this Contract is executed. In order to cancel this Contract, Producer must mail a cancellation notice to Company. The deadline to mail the cancellation notice is _____.
- B. **Additional Capital Investments Disclosure Statement.** Additional large capital investments may be required of Producer during the duration of this Contract.

2. Duties of Company.

- A. Company will furnish Producer with and will retain title and ownership to chickens, feed, and medication. Company will determine the amount, type, frequency, and time of delivery to and pick-up from Producer of chickens, feed, and medication.
- B. Company will provide veterinary services and technical advice to assist Producer's production of Broilers.
- C. Company will comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances in performance of this Contract.

3. Duties of Producer.

- A. Producer will furnish labor, materials, and utilities necessary for the receipt of chickens and the production of Broilers and will when appropriate seek Company's technical advice.
- B. Producer will maintain biosecure housing for Company's chickens, feed, and medication, and will promote a disease-free environment.
- C. Producer will implement Company's recommended best animal management practices, including recommendations regarding lighting, brooding, watering, ventilation, and bedding.
- D. Producer will comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances in performance of this Contract, including but not limited to all those governing environmental and poultry litter management.

4. Best Efforts.

Company and Producer will use their reasonable best efforts in the production of Broilers.

5. Compensation.

Producer will accept and Company will pay for the production of Broilers the compensation described in and determined by the attached Schedule A.

6. Risk of Loss.

In the event Company's chickens in Producer's house(s) are destroyed by an Act of God, Company will compensate Producer on a pro-rata basis for the time Company's chickens were in Producer's house(s).

7. No Warranty of Property.

COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF, OR OTHERWISE WARRANT, ANY PROPERTY OR PRODUCT (NOT MANUFACTURED OR PRODUCED BY COMPANY) DELIVERED OR RECOMMENDED BY COMPANY TO PRODUCER.

8. Independent Contractor.

Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

9. Termination.

- A. In addition to the right to cancel this Contract set forth in Paragraph 1, Producer has the right to terminate this Contract at any time with no less than ninety (90) days written notice. Company has the right to terminate this Contract upon default by Producer. The following constitute events of default by Producer:
 - i. Use of abusive or threatening language with or threat of physical harm to Company's representatives.
 - ii. Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
 - iii. Selling, collateralizing, or in any manner encumbering or preventing access of Company to Company's chickens, feed, or medication.
 - iv. Failure to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
- B. Company will give notice of default to Producer. If Company exercises its right to terminate this Contract, Company will provide a written termination notice that will become effective 90 days from the date thereof. Upon default, Company may take immediate possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. Company shall not be obligated to deliver chickens to Producer subsequent to providing notice of default. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative and not exclusive of any other right provided by law or equity.

10. Duration.

The terms and conditions of this Contract will begin on _____ and, unless terminated by Producer or Company, shall conclude on _____ ("the scheduled conclusion"). If Producer is housing Company's chickens on the scheduled conclusion, the duration of this Contract shall further extend until Broilers at Producer's facility are picked up by Company.

11. Assignment.

Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract.

12. Entire Agreement.

This Contract, including the attached Schedules, contains the entire agreement between Producer and Company regarding the production of Broilers. This Contract supersedes all prior agreements between Producer and Company. **Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral modification of this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by Producer and an authorized representative of Company.**

EXECUTED ON _____.

PRODUCER:

 Producer Signature
 _____ (Owner)
 Title

 Social Security Number / Tax Identification Number

 Mailing Address

 Telephone(s)

 Company Signature
 _____ Complex Manager
 Title

 Address

 Telephone

BROILER PRODUCTION CONTRACT

SCHEDULE A

A. The term "Farm Weight" used in the following formulas means the net difference between gross weight (i.e. tare weight plus weight of the flock of Broilers) and tare weight. Gross weight will be determined on a certified scale normally used for such purpose as promptly as possible after the flock of Broilers is loaded on the vehicle. (Any feed that is picked up by Company will be weighed or its weight will be reasonably determined by a method acceptable to Producer and Company.) Producer may witness weighings. At pick-up, Producer will inspect with the chicken catching foreman to insure no dead chickens are in the house(s) or Producer will accept the foreman's determination of dead and smothered chickens.

B. The phrase "farm-caused condemnation which is chargeable to Producer" used in the following formulas means whole chickens condemned as determined by approved U.S.D.A. inspection procedures for the following causes: tuberculosis, leukosis, septicemia, toxemia, synovitis, tumors, airsacculitis, and inflammatory process. Condemned weight will equal number of head condemned multiplied by the average live weight of the flock of Broilers. All bruises, parts condemnation, and plant condemnation consisting of chickens condemned for the following causes will not be charged against Producer's Farm Weight: cadavers, overscalds, no viscera, contamination, and other plant-caused condemnation.

C. The term "Net Pound" used in the following formulas means Farm Weight less the farm-caused condemnation which is chargeable to Producer.

D. To calculate compensation for the production of Broilers: First, an average value per pound shall be computed for all Producers of Broilers at this Complex who settle a flock of Broilers during the same week. Any Producer producing Broilers which are processed in more than one (1) calendar week will have his compensation calculated in the week of the final processing. The "Total Value" for all Producers at this Complex having flocks of Broilers settled in the week is determined by adding the "Chick Value" (equaling the number of chicks multiplied by nineteen cents (19¢) each) and the "Feed Value" (equaling the amount of feed multiplied by nine and one-half cents (9.5¢) per pound). This Total Value is then divided by the Net Pounds produced by the same Producers to arrive at an "Average Net Pound Value" at this Complex.

E. Second, each such Producer's "Individual Net Pound Value" is calculated in the same manner and using the same valuation factors as above.

F. Third, each Producer whose Individual Net Pound Value, as calculated above, is two and one-half cents (2.5¢) more or less than the Average Net Pound Value shall be removed from the average. Also, each Producer who is known to be a Company management employee or a member of a Company management employee's immediate family (that is, spouse, parents, siblings, and children, whether by blood or marriage) shall be settled with all Producers for purposes of calculating the compensation of Company management employees/family, then shall be removed from the Average Net Pound Value for purposes of settling all other Producers. The Average Net Pound Value for the remaining Producers, calculated in the same manner set forth in Paragraph D, shall constitute the "Adjusted Average Net Pound Value" for Producers settling flocks of Broilers for the week.

G. Fourth, each Producer settling a flock of Broilers during the week whose Individual Net Pound Value is equal to the Adjusted Average Net Pound Value at this Complex, determined in Paragraph F, will receive the Base Pay of four and ninety-five hundredths cents (4.95¢) per Net Pound. For each one hundredth cent (.01¢) per Net Pound that Producer's Net Pound Value is less than the Adjusted Average

Net Pound Value, Producer shall receive one hundredth cent (.01¢) more per Net Pound than the Base Pay per Net Pound. For each one hundredth cent (.01¢) per Net Pound that the Producer's Net Pound Value is more than the Adjusted Average Net Pound Value, Producer shall receive one hundredth cent (.01¢) less per Net Pound than the Base Pay per Net Pound. No Producer shall receive less than four and zero hundredths (4.00¢) cents per Net Pound.

H. Producer is eligible for a sixty-three hundredths cent (.63¢) per Net Pound energy allowance for two (2) flocks of Broilers produced from chicks placed from the first accounting week of October through the last accounting week of February, and twenty hundredths cent (.20¢) per Net Pound energy allowance for all additional flocks in addition to the Base Pay. Producer will receive this additional amount when Broilers are settled so long as Producer has used said energy in conjunction with good broiler growing practices to maintain appropriate house temperatures.

I. In the event of an approved assignment of this Contract, the assignee will be deemed "Producer" and paid compensation in accordance with this Contract.

J. Producer is eligible for a fifty hundredths cent (.50¢) per Net Pound Premium Pay, in addition to the Base Pay, if Producer complies with all the "Premium Compensation Requirements" as provided in the attached Schedule B, section C, I. Producer is eligible for a sixty-five hundredths cent (.65¢) per Net Pound Premium Pay, in addition to the Base Pay, if Producer complies with all the "Premium Compensation Requirements" as provided in the attached Schedule B, section C, II. Producer will be paid this additional pay only for Broilers produced in the house(s) meeting the "Premium Compensation Requirements", if Producer is settling in the same week Broilers produced in "Premium" and non-"Premium" housing. Producer will be paid Premium Pay for the Broilers produced in the house(s) complying with the "Premium Compensation Requirements" on a pro-rata basis when Producer is settling Broilers produced in both types of houses in the same week.

K. If the rate of any factor of compensation at this Complex is increased prior to expiration of this Broiler Production Contract, the increased rate will be reflected in an Amended Schedule A that will become effective when signed by Company and Producer and attached to this Broiler Production Contract.

L. Producer and Company agree that if Company pays for supplies or services in addition to those required by the Contract, Company may deduct those costs from Producer's compensation.

M. Provided Producer continues to meet all terms and conditions of this Contract, Producer will receive on average 5 placements of Broilers per year. Company and Producer agree that this number is subject to adjustment if Producer changes Settlement Classes as set forth herein or if the target weight for the Complex changes during the duration of this Contract. In the event Producer does not receive five (5) placements in a year, Company will pay Producer fifteen hundredths cents (0.15¢) per square foot per day for all Out-Time in excess of twenty-one (21) days. Out-Time will begin when all Broilers are removed from Producer's farm and end the day a new flock of chickens is placed on Producer's farm.

Producer

Complex Manager

Date

Date

BROILER PRODUCTION CONTRACT

SCHEDULE B

A. Performance Improvement Program

The following performance requirements must be complied with by Producer:

1. A Producer who settles two (2) consecutive flocks of Broilers with an Individual Net Pound Value of \$0.0040 (forty-hundredths of one cent) or more, higher than the weekly Adjusted Average Net Pound Value ("High 40") will be advised in writing that the next consecutive flock of Broilers settling in the High 40 will place Producer on "Intensified Management Status".

(Each Producer who is a Company management employee or a member of a Company management employee's immediate family who settles two (2) consecutive flocks of Broilers with an Individual Net Pound Value of \$0.0040 (forty-hundredths of one cent) or more, higher than the weekly Average Net Pound Value ("High 40"), excluding any Individual Net Pound Value of a Producer that is two and one-half cents (2.5¢) more or less than the Average Net Pound Value, will be advised in writing that the next consecutive flock of Broilers settling in the High 40 will place Producer on "Intensified Management Status".)

2. A Producer who settles three (3) consecutive flocks in the High 40 will be placed on Intensified Management Status.
3. If Producer is placed on Intensified Management Status because of three (3) consecutive High 40 settlements:
 - a. A meeting will be scheduled with Producer and Company's Live Production staff to discuss specific recommendations Producer can adopt which may improve his performance and may assist in removing him from Intensified Management Status. These recommendations may include, if appropriate, new or upgraded equipment and other matters which may improve performance.
 - b. If Company's Live Production staff recommends in writing and Producer agrees to invest in new or upgraded equipment, Producer will be removed from Intensified Management Status immediately upon installation.
 - c. Notwithstanding the preceding subparagraph "b", Producer will be removed from Intensified Management Status when two of three consecutive flocks do not settle in the High 40.
 - d. If at any time while on Intensified Management Status, a settlement is in the High 40, the next chicken flock's placement density will be reduced by fifteen percent (15%). If a chicken flock placed at reduced density does not settle in the High 40, the next flock will be placed at normal density.
 - e. Producer will be subject to termination if two (2) of three (3) consecutive flocks of Broilers settle in the High 40 while Producer is on Intensified Management Status **AND** Producer ranks in the Bottom Ten Percent (10%) of all Producers for the Complex. All settlements, records, and communications will be reviewed by the Complex Manager before the Contract is terminated pursuant to the Performance Improvement Program. If Company exercises its right to terminate this Contract, Company will provide notice of default and a written termination notice that will become effective 90 days from the date thereof.

B. Minimum Housing Requirements

The Minimum Housing Requirements are generally accepted minimum housing standards for producing a commercial flock. Meeting these requirements does not guarantee that Producer will otherwise comply with the duty to produce Broilers pursuant to the terms and conditions of this Contract.

The following “Minimum Housing Requirements” must be maintained by Producer:

1. Access roads must be all-weather and have no closed gates, be wide enough for tractor trailers, and be accessible without backing off of main highways. Overhead electrical lines are not permissible within 50 feet of feed bins, or in proximity to any equipment involving feed delivery, chick delivery, or live haul operations.
2. Unless the threat of disease dictates more extensive measures, house(s) must meet minimal biosecurity guidelines. These include screening all openings of the houses to prevent the entrance of wild birds; removing clutter, weeds and other material on the property containing Producer’s house(s) to prevent the existence of rodents; and maintaining proper grading and drainage to prevent standing water on the property containing Producer’s house(s).
3. All houses must be configured to be accessible by and have sufficient clearance for catching equipment.
4. Ventilation requirements are as follows:
 - a. All negative pressure houses must be capable of creating a negative pressure relative to the outside of 0.05 inches using either one (1) 48-inches fan or two (2) 36-inches fans, and will be equipped with at least two (2) minimum ventilation fans on both timers and thermostats.
 - b. All houses must be equipped with evaporative cool cells and/or a pressurized fogger system.
 - c. Additionally, tunnel ventilated houses must be capable of producing a wind speed of 400 feet per minute.
 - d. Additionally, conventional houses must provide 1.5 cubic feet per minute (“CFM”) per finished pound of body weight of Broilers.
5. Curtains must be easily raised and lowered, able to drop freely, and connected to a functional curtain drop throughout the life of the flock. All new or replacement curtains on tunnel ventilated houses must be black-on-black or white-on-black.
6. All houses must utilize a pan-type feeder, and have a minimum feed bin capacity of three-quarters (3/4) ton per 1,000 birds placed with feed bin lids that are watertight and easily opened and closed from the ground.
7. All houses must be equipped with a power-failure alarm, light timer, water meter, and medicator.
8. All houses must have a separate source of supplemental heat (for example, pancake brooders or forced air heaters) for use when chickens are turned out into the three-quarters (3/4) house and/or the full house.
9. All houses must be capable of achieving temperatures in the following ranges at the appropriate times:

<u>°F</u>	<u>°C</u>	<u>Flock Age in Days</u>
95	35	1 - 7
90	32.2	8 - 14
85	29.4	15 - 21
80	26.6	22 - 28
75	23.9	29 - 35
70	21.1	36 - pick-up

C. Premium Compensation Requirements

In order to receive Premium Pay, Producer agrees to meet the “Premium Compensation Requirements”, which include maintaining the Minimum Housing Specifications and installing, maintaining, and operating the following equipment in Producer’s housing:

I. **Premium Specifications**

1. **Static Pressure > - .10**

- a. Broiler houses must be tight. Broiler house tightness will be measured by a magnehilic gage and must be capable of pulling a negative pressure of .10 or greater with two (2) 36” or one (1) 48” fan in whole house.

2. **Tunnel Ventilation**

- a. Wind Speed – Broiler houses must be tunnel ventilated and capable of producing a minimum wind speed of no less than 500 ft. per minute. Measurement for wind speed will be taken 100 ft. from fan end of the house, equal distance from sidewalls 5 ft. off the ground. If baffles are used, measurement is to be taken equally spaced between baffles.
- b. Air inlet area for tunnel ventilation will be determined based on individual broiler house fans’ CFM rating. Sixty-five (65) sq. ft. of opening per 20,000 CFM fan capacity must be provided equally divided on each side of the broiler house.
- c. Minimum ventilation fans equal to or greater than 1 CFM per sq. ft. of front half of broiler house.
- d. Electrical wiring for tunnel ventilation fans must be enclosed in conduit.

3. **Photohelic Controlled Vent Boxes**

- a. Air inlets must be on 15 ft. centers on each side of a new broiler house or spaced as mutually agreed upon by the Company and Producer in an existing house.
- b. Vent boxes shall be controlled by vent machine and static pressure monitor and should have hand winches for backup.
- c. Should be able to close the vent boxes to the back half of broiler house for brood purpose.
- d. Inlets should be placed as close as possible to the top of the sidewall. Existing broiler houses may mount vent boxes in the ceiling.

4. **Cooling System**

- a. Broiler houses must be equipped with a minimum 2-inch spray on cool cell pad with three lines of foggers and nozzles spaced 15 inches apart on each line. New or replacement systems must be a 6 inch re-circulating system with doghouse that is approved by Company. Any farm with hog hair or a different type of pad must change to the 6-inch system.
- b. Fogging system must be able to achieve and maintain a minimum of 180 PSI at the pump. Fogger lines starting 60 ft. from fan end wall, spaced every 40 ft. back to center of house partition. Nozzles should be spaced evenly but not within three feet of sidewall. Fogger lines should have 12 nozzles per line and have cut-offs on each cross line.
- c. Fogging nozzles must be maintained in good working order.
- d. The re-circulating 6-inch cool cell system layout is to be approved by a Company representative and sized to the air inlet area.

5. **Curtains - Lights**

- a. Broiler houses must be capable of controlling light. This is to be accomplished by utilizing white on black side wall curtains, black on black side wall curtains, or solid side walls, dimmers and incandescent bulbs. Replacement or new curtains must be white on black side wall curtains or solid side walls.
- b. Curtains must have an 18” overlap with rod in the bottom to seal topside of curtain.
- c. Lighting in the broiler houses shall consist of two rows of incandescent lights with a minimum of 1000-lumens per bulb with dimmers capable of handling the total voltage. Rows should run 11 feet from sidewall with fixtures every 20 feet staggered. Lights should have half house cut off switches.
- d. Broiler houses that are not solid sidewalls must be equipped with 4 curtain drops per house, 1 per side panel. Drops shall be wired to get power from minimum ventilation fans and first 4 tunnel fans to stage on.

e. Broiler house must have ½ house curtain in good condition.

6. Controllers

a. Broiler houses must be controlled by a 32-stage Tyson approved controller.

7. Equipment

- a. Broiler houses must have a self-starting generator capable of supplying all electrical needs to the house. Generator is to be housed with heater, battery with charger, serviced and maintained in good working order and a program in place to routinely test the functionality.
- b. An alarm system for high/low temperature alert and power loss alarm or phone paging system.
- c. Existing feeder and drinking systems must meet Company recommendations.
- d. Broiler houses must have a minimum ceiling insulation of R-11 in good condition. All new construction or reconstruction of roof and/or ceilings will require a minimum of R-19 ceiling insulation.
- e. Broiler houses must have one jet type brooder with a minimum of 25,000 BTU for every 840 square feet of total house area OR one radiant brooder with a minimum of 40,000 BTU for every 1,250 square feet of total house area. Jet type brooders must be placed in a comfort zone arrangement. Radiant brooders must be arranged in a manner approved by Company management.
- f. Brooders must be controlled by a minimum of 4 zones.
- g. Broiler houses that utilize space heaters in the non-brood end of house need a minimum of 660,000 BTU output. Broiler houses that utilize radiant heaters in the non-brood end of house and are up to 460 foot in length require a minimum of 320,000 BTU output. Broiler houses that utilize radiant heaters in the non-brood end of house and are more than 460 foot in length require a minimum of 360,000 BTU output.
- h. The Producer must maintain all-weather roads to the poultry houses and provide adequate space to turn vehicles where necessary. The Producer must provide approved pads for mechanical loading and unloading equipment.
- i. Broiler house water supply must be sufficient to supply the fogger and drinker system in peak demand season. Holding tanks may be required to supply sufficient volume.

II. Premium Specifications

1. Farm Site and Facilities


- a. The Producer must maintain all-weather roads to the poultry houses, have no closed gates, be wide enough for tractor trailers, and provide adequate space to turn vehicles where necessary without backing off of main highways. Overhead electrical lines are not permissible within 50 feet of feed bins, or in proximity to any equipment involving feed delivery, chick delivery, or live haul operations.
- b. The Producer must provide approved pads for mechanical loading and unloading equipment.
- c. All houses must be configured to be accessible by and have sufficient clearance for catching equipment.
- d. Broiler house water supply must be sufficient to supply the cooling and drinking systems in peak demand season. The water system must be capable of continuously supplying a minimum of .7 gallons per minute per 1,000 square feet. Additional water or storage capacity may be required as specified by Company guidelines. Each broiler house must be equipped with a water meter and a medicator.
- e. The broiler house must be a one-story building.
- f. Unless the threat of disease dictates more extensive measures, Broiler house(s) must meet minimal biosecurity guidelines. These include screening all openings of the houses to prevent the entrance of wild birds; removing clutter, weeds and other material on the property containing Producer's house(s) to prevent the existence of rodents; and maintaining proper grading and drainage to prevent standing water on the property containing Producer's house(s).

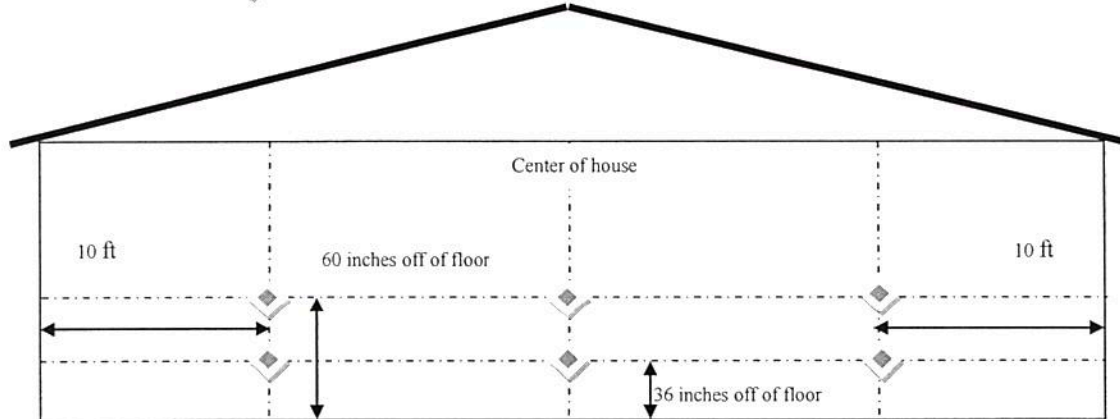
2. Static Pressure

- a. House Tightness (Static [Negative] Pressure Test)
 - 1. ≥ 0.13 Inches water column (WC)
- b. Static Pressure will be measured with a magnehelic gauge in the following manner:
 - 1. Close the house tight. Seal doors, curtains, vent boxes, tunnel inlets, etc.
 - 2. Determine the square footage of the house.

3. The magnehelic must be secured vertically and level on the side-wall and be zeroed with no fans running.
4. Turn on sufficient fan(s) that will pull the equivalent of 1 CFM (cubic feet per minute) per square foot of house.
For Example: A 20,000 square foot house will require one (1) forty-eight inch (48") fan or two (2) thirty-six inch (36") fans.
5. Measure the static pressure around the midpoint of the length of the house with a magnehelic. Make sure no tubes are pinched. Repeat readings several times to eliminate any outside wind effect.

3. Ventilation

- a. Minimum ventilation fan capacity must be equal to or greater than 1 CFM per square foot of house.
- b. Minimum ventilation fan configuration will be as specified by Company guidelines.
 1. Broiler houses must be tunnel ventilated and capable of producing and maintaining a minimum wind speed of 600 feet per minute.
- c. Wind speed will be measured in the following manner
 1. Wind speed will be measured in 6 places (10 feet off of each side wall and in the center of the house) 100 feet from the tunnel end wall at 36 inches and 60 inches off of the floor. If baffles are used, the wind speed will be measured equidistance between the baffles but as close to 100 feet from the tunnel end wall as possible. See house cross section below – take measurements at location as marked with .



2. The wind speed should be measured with a Company approved wind meter with the meter set to the average mode and zeroed before taking the reading. The average wind speed at each place will be recorded for 1 minute. The use of a tripod or other device to hold the wind meter is suggested.
3. The average wind speed for the house will be an average of the 6 one minute readings.
- d. Installed cool cell pad area for tunnel ventilation will be determined based on individual broiler house fans' CFM rating. Total tunnel fan CFM rated capacity at 0.05" static pressure should be divided by 375 to determine the minimum acceptable square feet of cool cell required. Tunnel inlets should be as long as the pad and tunnel inlet windows should be 54" tall or greater for 60" tall pad systems and 44" tall or greater for 48" tall pad systems to provide sufficient inlet opening without obstructions.
- e. Tunnel inlets will be controlled by a tunnel inlet machine and equipped with a manual backup winch.
- f. Direct drive fans should not be used as tunnel ventilation fans. New tunnel ventilation fans must be belt-driven.

4. Static Pressure Controlled Vent Boxes

- a. Air inlet vent boxes must be no further than 16 foot centers on each side of the broiler house or spaced as specified by Company guidelines.
- b. Air inlet vent boxes must be controlled by a vent machine that controls inlet position by monitoring house static pressure and must have hand winches for backup. When the house is not operating in tunnel mode, the vent machine should be capable of matching the perimeter air inlet vent opening with the number of fans in use to achieve optimal air throw toward the center of the house and promote good air mixing.

- c. All air inlet vent doors should be equipped with individual shutoff latches. Air inlet vent boxes must be placed as close as possible to the top of the sidewall of the broiler house. If sufficient space is not available for air inlet vent boxes on the sidewall, vent boxes may be mounted in the ceiling but no air should be drawn from attic. In high ceiling houses, air ramps (preferably of plywood or luan) must be in place at all air inlet vent doors to prevent incoming air from colliding with roof purlins.

5. Controllers and Emergency Systems

- a. Broiler houses must be controlled by a Company approved controller. Any new or replacement controllers must have a minimum of 40 stages.
- b. Controllers must have a failsafe back-up system.
- c. Broiler houses must have a self-starting generator with an automatic transfer capable of supplying all electrical needs to the house and well. The generator is to be housed with block heater and battery with charger. The generator must be serviced and maintained in good working order and the Producer must have a program in place to routinely test the generator's functionality under load.
- d. All broiler houses must have power failure/high-low temperature alarm connected to a communication system. In curtain sided houses, with operable curtains, curtain droppers are required. Curtain droppers must be maintained in good working order.

6. Evaporative Cooling Systems (Cool Cells with supplemental Foggers)

- a. All newly upgraded housing must be equipped with a 6-inch re-circulating cool cell system sized to accommodate the total installed tunnel ventilation CFM capacity. Cool cell pads should be installed in a Company approved air tight doghouse. The 6-inch cool cell system layout must be approved as specified by Company guidelines. Tunnel inlets using either tunnels curtains or tunnel doors must be of sufficient size not to restrict incoming tunnel air (see "Ventilation Section" "e" above).
- b. Broiler houses that currently have a 2 or 4 inch spray-on pad fogger system will be accepted until pads need to be replaced.
- c. Company approved paper type cool cell pads must be used.
- d. Fogger rainbows will be required. Fogger lines must be arranged side wall to side wall across broiler houses beginning no further than 40 feet past the end of the cool cell pad and 40 feet apart stopping 80 feet from the closest tunnel fan. Each cross-line should have eight (8) one (1) gallon per hour nozzles and a shut off valve. Fogging system must be able to achieve a minimum of 180 PSI (pounds per square inch) at the fogger pump. Fogging nozzles must be maintained in good working order.

7. Stir Fans

- a. Stir fans are required. In dropped ceiling houses, place one (1) twenty inch (20") basket fan or one (1) eighteen inch (18") orifice fan per 65 linear feet of house (For Example: Six (6) fans in a 400 foot house and eight (8) fans in a 500 foot house). In houses with baffles, one variable speed industrial reversible paddle fan with paddles of a minimum 56 inches, and approved by Company must be installed between each baffle. Replacement of existing and installation of new stir fans are as specified by Company guidelines.

8. Curtains and Lights

- a. Broiler houses must be capable of controlling light. This is to be accomplished by utilizing solid sidewalls, white on black curtains, black on black curtains, and dimmers with dimmable light bulbs.
- b. Light intensity in the brood chamber must be a minimum of 2.5 foot candles at the outside drinker lines and must be equipped with dimmers and timers capable of handling the total voltage of the system. Light intensity will be measured at floor level at the outside drinker line and equidistant between bulbs. Lights should have half house cut off switches.
- c. Side wall curtains must be installed with a minimum of a twelve inch (12") flap weighted with a rod to seal the top-side of curtain. The bottom of the curtain must be sealed tightly against house with a solid strip seal.
- d. Baffles must be no lower than 9 feet off of the surface of the floor. Baffles should be spaced every 40 feet beginning no farther than 40 feet from the end of the cool cell pad.
- e. Broiler houses must be capable of partial house brooding as specified by Company guidelines. A minimum of a twenty-four inch (24") solid brooding partition and partial house curtains are required.

9. Equipment

Feeder and drinking systems must meet Company guidelines.

- a. All houses must utilize a pan-type feeder, and have a minimum feed bin capacity of three-quarters (3/4) ton per 1,000 birds placed with feed bin lids that are watertight and easily opened and closed from the ground.
- b. Feeder lids will be used during the brooding phase as specified by Company guidelines.
- c. Broiler houses with dropped ceilings must have a minimum ceiling insulation of R-11 in good condition. Broiler houses with open truss construction must have a minimum of R-7 polystyrene board insulation. Any missing attic insulation must be replaced.
- d. In the Brood Chamber, broiler houses must have:
 1. One jet type brooder with a minimum of 25,000 BTU per hour for every 335 square feet of total brooding area (75 BTU/hr/square foot in brood area): - OR -
 2. One radiant brooder with a minimum of 40,000 BTU per hour for every 650 square feet of total brooding area (62.5 BTU/hr/square foot in brood area): - OR -
 3. Sufficient number of 40 foot radiant tube heaters to provide at least 56 BTU per hour per square foot of total brooding area.
- e. Brooders will be controlled in a minimum of four zones or as specified by Company guidelines. All heaters must be controlled by the controller.
- f. Jet type brooders must be placed in a comfort zone arrangement. Radiant brooders or tube heaters must be arranged in a manner specified by Company guidelines.
- g. In the non-brood chamber, broiler houses must have:
 1. A minimum of two (2) 250,000 BTU per hour space heaters or equivalent brooders mounted in the non-brood end of house and arranged in a manner as specified by Company guidelines: - OR -
 2. Sixty percent (60 %) of the BTU per hour square foot requirements for the brood chamber if using heaters other than space heaters.
- h. Migrations fences must be utilized throughout the grow-out cycle to maintain an even bird distribution in the front and back of the house. Migration fences are to be used year round with type and number of dividers specified by Company guidelines.
- i. Newly retrofitted houses must be inspected and approved by a qualified electrician for adequacy of service to meet the installed demand for tunnel ventilated poultry housing.
- j. Equipment must be maintained in good working order.

Producer

Complex Manager

Date

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ _____
------------------	----------------------------------

Date ▶ _____

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ACKNOWLEDGMENT

I acknowledge and confirm that I am a party to a poultry contract (the "Contract") between Company and me.

I confirm my receipt of the executed Contract and that I have read and understand its terms. In particular, I have read, understand and will comply with Paragraph 3D of the Contract, which requires that I will:

"comply with all applicable federal, state and local laws, rules, regulations and ordinances including, but not limited to, all those governing environmental and poultry litter management."

Also, I confirm my receipt from Company of the "Environmental Poultry Farm Management" handbook. I have reviewed and understand the contents of the handbook, in particular the "Nutrient Management" section.

Also, I acknowledge my understanding that the following resources are available to me, to address my questions regarding environmental and poultry litter management issues:

Kentucky NRCS State Office
771 Corporate Dr Ste 100
Lexington, KY 40503-5438
(859) 224-7350

Kentucky Cooperative Extension Service
College of Agriculture
University of Kentucky
S-107 Ag. Science Bldg.-North
Lexington, KY 40506
(859) 257-4302

Kentucky Resources and Environmental
Protection
500 Mero Street 5th Floor,CPT
Frankfort, KY 40601
(502) 564-3350
(502) 564-3354 Fax

Illinois NRCS State Office
2110 W Park Ct Ste A
Champaign, IL 61821-2986
(217) 352-3536
(217) 398-5200 Fax

Illinois Extension and Outreach
University of Illinois
214 Mumford Hall (MC-710)
1301 W. Gregory Dr.
Urbana, IL 61801
(217) 333-5900

Illinois EPA Bureau of Water
Watershed Management Section
1021 N. Grand Avenue East
Springfield, IL 62794-9276
(217) 782-3362

Furthermore, I acknowledge that, if I have any questions regarding environmental and poultry litter management while performing pursuant to the Contract, I should contact the Live Production Manager at _____, or the Environmental Compliance Department at _____

Executed this _____.

PRODUCER SIGNATURE

Acknowledgment