



## Chicken Farmers of Ontario - Form 101 Terms and Conditions

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The agreement on the reverse side of this form includes the terms and conditions set out below, which the parties are advised to review carefully.

1. The provisions of the Farm Products Marketing Act, the regulations made thereunder and the regulations, policies, directions and orders made by Chicken Farmers of Ontario (the "Board") apply to and form part of this agreement.
2. The deadline date for filing this Form 101 agreement with the Board is **4:00 p.m. Friday, February 17, 2006.**
3. This agreement may be amended in relation to the Crop Cycle, Home Week, Marketing Week, or Category, by the producer and processor filing with the Board a revised Form 101.
4. This agreement shall remain in effect for the crop quota period indicated and all future crop quota periods unless cancelled by either party on Form 201.
5. Subject to amendment in Form 101, or cancellation in Form 201, the producer to this agreement shall produce and market chicken in accordance with the production and marketing specifications of page 1 for the crop quota period indicated and all future crop quota periods.
6. Subject to amendment in Form 101, or cancellation in Form 201, the processor to this agreement shall purchase and receive from the producer to this agreement all of the chickens in accordance with the production and marketing specifications on the reverse side of this form for the crop quota period indicated and all future crop quota periods.
7. Performance of this agreement is subject to the fixing and allotting to the producer named in this agreement of a crop quota by the Board.
8. The processor may assign this Form 101 agreement in whole or in part with the consent of the producer being released, and such consent shall not be unreasonably withheld, to another processor subject to the Regulations of Chicken Farmers of Ontario. ***If so assigned, the processor to which the producer is assigned may direct the producer to produce a category other than the category indicated on this Form 101, or to change the home week, provided such change in category or home week can be reasonably accommodated by the producer.***
9. Despite any of the foregoing, this Form 101 agreement may be cancelled and declared null and void by the Board at its discretion.
10. The producer agrees that the completion of the marketing incentive/disincentive section of this Form 101 constitutes authorization to the processor to add or deduct the amount of any marketing incentive or disincentive as applicable, to the settlement the producer will receive from the processor for chicken marketed pursuant to the Form 101.