

Exporter/Broker Agreement

Developed consistent with the Pa. Nutrient and Odor Management Act program

1) This agreement is entered into on _____, by _____ (the "exporter") who will supply manure, and _____ (the "broker") who will receive the manure from the exporter.

2) The purpose of this agreement is to set forth the mutual responsibilities and understanding of the parties with respect to the transfer of manure from the exporter to the broker.

3) The exporter is located at (county, twp, and address): _____

4) The exporter will, as the supply of manure allows, provide the following amounts of manure during the seasons outlined below:

Tons or gallons (circle one) of manure, per season:

spring _____, **summer** _____, **fall** _____, **winter** _____

5) The broker's contact information is as follows:

a) **Name:** _____

b) **Address:** _____

c) **Telephone number:** _____

d) **PDA Manure Broker Certification number:** _____

6) The Broker agrees to maintain their status as a certified Commercial Manure Broker as provided under Pa's Commercial Manure Hauler and Broker Certification Program (7 Pa Code Chapter 130e).

7) The Broker agrees to comply with all requirements established by section 5 of the Commercial Manure Hauler and Broker Certification Act regarding the development and distribution of nutrient balance sheets to importing operations and conservation districts when handling manure from a CAO, CAFO or volunteer operation.

8) The exporter will use a Manure Transfer Sheet to record all manure transferred to the broker. These Manure Transfer Sheets are available from the county conservation district or the State Conservation Commission. Computer generated forms other than the manure transfer sheet may be used if they contain the same information as, and are reasonably similar in format to, the forms available from the State Conservation Commission or the conservation district.

9) This agreement shall remain in full effect unless terminated by either party upon thirty days prior written notice to the other party. If this agreement is terminated, the exporter shall notify the county conservation district office that approved their nutrient management plan, of the termination.

10) By signing this agreement, the broker accepts full responsibility for the manure received from the exporter as long as the manure is under the broker's control, including handling, storage and land application.

Exporter Signature, Name and Date

(signature)

(name)

(date)

Broker Signature, Name and Date

(signature)

(name)

(date)