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
**Section I** - In 1977, did you have any CONTRACT or BINDING AGREEMENT to produce or market any TOMATOES on this farm or ranch?

Include only oral or written agreements made more than 30 days prior to delivery.

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 tomato contractors with more than one contractor in 1977, direct your responses to the contract that represents the LARGEST QUANTITY of your production.

**Section II** - TIMING OF CONTRACT AGREEMENT

Mark (X) the box which best applies for questions I through 5 below.

<table>
<thead>
<tr>
<th>Code</th>
<th>Before production started</th>
<th>During production period</th>
<th>At delivery within one week</th>
<th>After the product was marketed</th>
<th>Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

1. When was contract agreed upon or validated? .............. 020
2. When was price of product or payment agreed upon? .... 021
3. When was part cash payment received? ............... 022
4. When is final cash payment received? ............ 023
5. When did contractor assume ownership of product? .. 024

**Section III** - TERMS OF CONTRACT

Listed below (items 1-13) are various items which are involved in production and marketing of tomatoes.

Mark (X) the appropriate columns for questions A and B.

<table>
<thead>
<tr>
<th>Code</th>
<th>Contractor only</th>
<th>You, the producer</th>
<th>You and contractor jointly</th>
<th>A producer organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Determined by?

Mark (X) only ONE box for each item.

<table>
<thead>
<tr>
<th>Code</th>
<th>Contractor only</th>
<th>You, the producer</th>
<th>You and contractor jointly</th>
<th>A producer organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Were items 1-13 specified in contract?

Mark (X) only ONE box for each item.

<table>
<thead>
<tr>
<th>Code</th>
<th>Contractor only</th>
<th>You, the producer</th>
<th>You and contractor jointly</th>
<th>A producer organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section IV** - Who FURNISHES the PRODUCTION ITEMS listed below?

Mark (X) the appropriate columns for Questions A-D for each item

<table>
<thead>
<tr>
<th>Code</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

A. Does item apply? Yes No

<table>
<thead>
<tr>
<th>Code</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

B. Does contract specify who furnishes item?

<table>
<thead>
<tr>
<th>Code</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

C. What percent of item is furnished by -

<table>
<thead>
<tr>
<th>Code</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

D. How did you pay for items furnished by the contractor?

<table>
<thead>
<tr>
<th>Code</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

E. Did the contractor provide any additional financial assistance (including cash advances) that was not related to the specific inputs listed above?

1. Yes - Specify kind...
2. No...
### Section V - Payment Determination

**How was the payment you received from the contractor determined?**

- [ ] Open market price at time of delivery
- [ ] From open market price at time contract was entered into
- [ ] From price negotiated by contractor when he sells the product
- [ ] By negotiation with contractor - not based on any quoted or market price
- [ ] Value of production items and services furnished by you
- [ ] Set by contractor without negotiation
- [ ] Other - Specify

**Mark (X) one box**

### Section VI - Origin of Contract

**1. How long have you grown tomatoes under 1 contract?**

- [ ] 1-5 years
- [ ] 6-10 years
- [ ] More than 10 years

**2. How long have you grown tomatoes for your present contractor?**

- [ ] 1-5 years
- [ ] 6-10 years
- [ ] More than 10 years

**3. Were there any other tomato contractors available with whom you might have negotiated?**

- [ ] Yes - Complete 3a and 3b
- [ ] No - Skip to question 4
- [ ] Don't know - Skip to question 4

**a. Do you know the key provisions of the contracts they offered?**

- [ ] Yes
- [ ] No

**b. Did you negotiate or bargain with more than one contractor?**

- [ ] Yes
- [ ] No

**4. Would you have grown tomatoes without a contract?**

- [ ] Yes
- [ ] No

### Section VII - Contract Provisions for Variation in Amount or Quality of Tomatoes Produced

Listed below are consequences that may have been faced when the AMOUNT and/or QUALITY of tomatoes produced was different from that specified in the contract.

**Mark (X) those that apply**

**A. If AMOUNT of tomatoes produced had been LESS than called for by the contract -**

- 1. The contractor would have accepted the tomatoes delivered as fulfillment of the contract 091
- 2. I would have purchased the deficit amount to fulfill the agreement 2
- 3. I would have made a cash payment to fulfill the contract 3
- 4. The contract would have been invalidated 4
- 5. The excess tomatoes would have been destroyed 5
- 6. There was no provision to cover this situation 6
- 7. Other - Specify 7

**B. If AMOUNT of tomatoes produced had been MORE than called for by the contract -**

- 1. No payment would have been received for the excess produced 092
- 2. The excess would have been sold on the open market 2
- 3. I would have received a reduced price or payment from the contractor for the excess produced 3
- 4. The excess would have been offered to the contractor first, then sold on open market 4
- 5. The excess tomatoes 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 8

**C. If the QUALITY of tomatoes produced had been LOWER than called for by the contract -**

- 1. The contractor would have accepted the tomatoes delivered as fulfillment of the contract 094
- 2. I would have made a cash payment to fulfill the contract 2
- 3. The contract would have been invalidated 3
- 4. The contract included a "Natural disaster" or "Act of God" clause which would have eliminated or reduced the obligation to deliver or produce tomatoes because of weather or other factors beyond my control 4
- 5. I would have received a price or payment from the contractor based on the quality actually delivered 5
- 6. The tomatoes would have been sold on the open market 6
- 7. The tomatoes would have been destroyed 7
- 8. The tomatoes would have been offered to the contractor first, then sold on the open market 8
- 9. There was no provision to cover this situation 9
- 10. Other - Specify 10

**D. If the QUALITY of tomatoes produced had been HIGHER than called for by the contract -**

- 1. No additional payment would have been received other than specified in the contract 096
- 2. I would have received an incentive or premium payment from the contractor 2
- 3. The tomatoes would have been sold on the open market 3
- 4. The tomatoes would have been offered to the contractor first, then sold on the open market 4
- 5. There was no provision to cover this situation 5
- 6. Other - Specify 6
Section VIII - OTHER CONTRACT CHARACTERISTICS

Mark (X) Yes, No, or Don't know for each item 1-12

1. Was the contract or agreement in writing? ......................... Code 101
2. Did the contract or agreement cover more than one season or production period? ......................... 102
   a. If yes in 2a, how many seasons or periods were covered? ......................... 103
   b. Did the contract or agreement specify a specific amount of tomatoes? ......................... 104
3. Was your product pooled with that of other producers before a final price or payment was determined? ......................... 105
4. Was the product under a State or Federal market order? ......................... 106
5a. Was the contractor a cooperative? ......................... 107
   b. If yes in 5a, were you a member of the cooperative? ......................... 108
6a. Was the contractor a cooperative? ......................... 107
   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
   b. If yes in 7a, was your operation a part of this joint venture? ......................... 110
8a. Did a bargaining association involve in negotiating or implementing the contract? ......................... 111
   b. If yes in 8a, were you a member of this bargaining association? ......................... 112
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
10. Were you generally satisfied with the production terms of your contract or agreement? ......................... 115
11. Were you generally satisfied with the marketing or price terms of your contract or agreement? ......................... 116
12. Do you plan to continue and or expand the use of contracts or agreements in the production or marketing of your farm products? ......................... 117

Section IX - TYPE OR ORGANIZATION OF FARM BUSINESS AND FARM INCOME

1. What type of organization best describes your farm business? 121
   Mark (X) one
   1. Individual or family operation (sole proprietorship)
   2. Partnership operation including family partnerships
   3. Corporation, including family corporations
   4. Other, such as cooperative, estate, or trust, etc.

2. What was the primary business of the contractor? 122
   Mark (X) one
   1. Processor
   2. Other - Specify

3. What was the acreage, production, and value of your sales of tomatoes for 1977? 123
   Acres planted | Tons harvested | TOTAL MARKET VALUE at 1977 production of tomatoes
   123 | 124 | 125 | $ |
   None | None | 126 | 127 | 128 | $ |

4. What is the expected total gross value of all agricultural products sold from your farm in 1977? 129
   Mark (X) only one
   1. $500,000 or more
   2. $100,000 to $499,999
   3. $140,000 to $99,999
   4. $10,000 to $99,999
   5. Less than $10,000

5. 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? 130
   Mark (X) one
   1977 | 1972 | 1967
   None | None | None
   Less than 25% | Less than 25% | Less than 25%
   25% - 49% | 25% - 49% | 25% - 49%
   50% - 74% | 50% - 74% | 50% - 74%
   75% or more | 75% or more | 75% or more
   Don't know | Don't know | Don't know

(please skip to section X)

Section X - TERMINATION OF CONTRACT OR AGREEMENT

What situation best describes how you terminated your contract or agreement? 131
   Mark (X) one
   1. Individual decision by me
   2. Group decision involving other producers or an organization
   3. Joint decision between the contractor and me

Remarks - If necessary use a separate sheet of paper

Section XI - PERSON COMPLETING THIS REPORT

Name - Please print

Date - Mon./Day/1977

Area code | Number

Form Date: 9-20-77

71