

**1562.1000 VOLUNTARY EXTENSION OF CREDIT CONTRACT.**

Subpart 1. **Form.** A voluntary extension of credit contract must include a statement of the legal and financial responsibilities of the grain buyer and seller and the following statement in not less than ten point, all capital type, framed in a box with space provided for the seller's signature:

"THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT.  
THIS CONTRACT IS NOT COVERED BY ANY GRAIN BUYER'S BOND."

BUYER	_____	SELLER	_____
	(Type or print name)		(Type or print name)
BY	_____	BY	_____
	(Buyer's signature)		(Seller's signature)

If a written contract is provided at the time the grain is delivered to the grain buyer, the seller shall sign the contract in the space provided directly beneath the statement. If the seller does not sign the contract at the time of delivery, then the buyer shall send the contract to the seller by certified mail, return receipt requested, to be signed. All contracts must be put in writing.

Subp. 2. **Requirements.** Voluntary extension of credit contracts must be consecutively prenumbered.

Subp. 3. **Not a storage agreement.** A contract sale of grain is not a storage agreement. The title to grain delivered on a voluntary extension of credit contract transfers to the grain buyer upon delivery, and no storage charges may be charged with respect to that grain. A voluntary extension of credit contract sale of grain is not covered by either the grain storage bond or the grain buyer's bond.

**Statutory Authority:** *MS s 16A.128; 223.19; 232.22; 232.24; 236.08*

**History:** *12 SR 2392*

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