



## MARKETING AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into by and between:

\_\_\_\_\_, of legal age, Filipino citizen, with residence address at \_\_\_\_\_, hereinafter referred to as the **Field Representative (FR)**;

-and-

\_\_\_\_\_, of legal age, Filipino citizen, with residence address at \_\_\_\_\_, hereinafter referred to as the **Farmer Cooperator (FC)**.

### WITNESSETH:

**WHEREAS**, the **FR** and **FC** agree to embark collectively on the National Tobacco Administration's (NTA) Market Driven Quality Tobacco Production through the Tobacco Contract Growing System (TCGS), to make the local tobacco leaf competitive in the local and global markets, thereby increasing the income of farmers, generating additional employment and revenue to the Government, in accordance with the terms conditions and stipulations herein contained as follows:

1. The FR shall provide, in full or in part, the funding requirements of the FC in the production of leaf tobacco based on the package of technology recommended by the NTA and/or the Trading Center with whom the FR have marketing tie-up;
2. The FR shall –
  - a. Be duly licensed by the NTA to buy tobacco;
  - b. Comply strictly with the NTA Trading Rules and Regulations;
  - c. Provide the funding requirements in the amount of PhP \_\_\_\_\_, payable in \_\_\_\_ months at the rate of \_\_\_\_\_, per annum; and
  - d. Pay the FC the equivalent amount of tobacco accepted and other incentives, after deducting the amount advanced including the interests.
3. The FC shall –
  - a. Make available a parcel of land for the production of quality tobacco;
  - b. Follow strictly the prescribed package of technology, post harvest, curing, sorting and leaf classification;
  - c. Provide his own production and post-harvest facilities;
  - d. Deliver to the FR the tobacco produced corresponding to the amount provided by the FR, based on the schedule of payment (Annex "A") as agreed upon; and
  - e. Pay conscientiously and religiously the amount due to the FR.
4. Delivery of FC's produce and buying price:
  - a. The FR shall buy the tobacco of the FC at the prevailing market price but in no case lower than the Floor Prices set by the NTA;
  - b. In case the FC shall sell his produce to other buyer/s, he must secure a prior written consent of the FR;



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- c. Any conflict in the grading and classification of tobacco subject of this agreement, the FR and FC agree to submit the same to the NTA as the arbitrator and whose decision shall be final and binding to both the parties;
5. Any violation of the above terms, conditions and obligations shall not prevent the aggrieved party to avail any or all legal remedies against the other party to protect his interest thereto.

**IN WITNESS WHEREOF**, the parties have signed this presents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
*Field Representative*

\_\_\_\_\_  
*Farmer Cooperator*

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_ personally appeared the following persons with their respective Community Tax Certificates, to wit:

<u>NAME</u>	<u>CTC No.</u>	<u>DATE AND PLACE OF ISSUE</u>
_____	_____	_____
_____	_____	_____

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of two (2) pages, including this page wherein this Acknowledgment is written, had been duly signed by the **PARTIES** and their instrumental witnesses.

**WITNESS MY HAND AND SEAL.**

**Notary Public**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20 \_\_\_\_\_.