

By: Senator(s) Williamson

To: Agriculture

SENATE BILL NO. 2987

1 AN ACT TO PROTECT THE PRODUCERS OF AGRICULTURAL CROPS AND
2 LIVESTOCK; TO REQUIRE AGRICULTURAL CONTRACTS TO MEET CERTAIN
3 STANDARDS; TO IMPOSE THE OBLIGATION OF GOOD FAITH ON AGRICULTURAL
4 CONTRACTS; TO PROVIDE ADEQUATE REMEDIES FOR VIOLATIONS OF THIS
5 ACT; TO PROHIBIT CERTAIN UNFAIR PRACTICES; TO PROVIDE FOR THE
6 REVIEW OF SUCH CONTRACTS; TO REQUIRE MEDIATION PROVISIONS IN SUCH
7 CONTRACTS; AND FOR RELATED PURPOSES.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

9 **SECTION 1.** As used in this act, unless the context otherwise
10 requires:

11 (a) "Active contractor" means a person who owns a
12 commodity that is produced by a contract producer at the contract
13 producer's contract operation according to a production contract.

14 (b) "Agricultural contract" means a marketing contract
15 or a production contract.

16 (c) "Animal feeding operation" means a lot, corral,
17 building, or other area in which livestock is confined and fed.
18 An animal feeding operation does not include a livestock market.

19 (d) "Capital investment" means an investment in one (1)
20 of the following:

21 (i) A structure, such as a building or manure
22 storage structure.

23 (ii) Machinery or equipment associated with
24 producing a commodity which has a useful life in excess of one (1)
25 year.

26 (e) "Commodity" means livestock, raw milk or a crop.

27 (f) "Confinement feeding operation" means an animal
28 feeding operation in which livestock is confined to areas which
29 are totally roofed.



(g) "Contract crop field" means farmland located in this state where a crop is produced according to a production contract by a contract producer who owns or leases the farmland.

(h) "Contract livestock facility" means an animal feeding operation located in this state in which livestock or raw milk is produced according to a production contract by a contract producer who holds a legal interest in the animal feeding operation. "Contract livestock facility" includes a confinement feeding operation, an open feedlot, or an area which is used for the raising of crops or other vegetation and upon which livestock is fed for slaughter or is allowed to graze or feed.

(i) "Contract operation" means a contract livestock facility or a contract crop field.

(j) "Contract producer" means a producer who holds a legal interest in a contract operation and who produces a commodity under a production contract.

(k) "Contractor" means a person who is an active contractor or a passive contractor.

(l) "Crop" means a plant used for food, animal feed, fiber, oil or nutraceuticals, including, but not limited to, alfalfa, barley, buckwheat, corn, flax, forage, millet, oats, popcorn, rye, sorghum, soybeans, sunflowers, tobacco, wheat, and grasses used for forage or silage.

(m) "Farmland" means agricultural land that is suitable for use in farming.

(n) "Investment requirement" means a provision in a contract which requires the contract producer to make capital investments associated with producing a commodity subject to a production contract. The provisions may be included as part of one or more oral or written agreements or contracts, and may be included as part of a production contract.

(o) "Livestock" means beef cattle, dairy cattle, poultry, sheep, or swine.



63 (p) "Marketing contract" means an oral or written
64 agreement between a processor and a producer for the purchase of
65 commodities grown or raised by the producer in this state. A
66 marketing contract is executed when it is signed or orally agreed
67 to by each party or by a person authorized to act on the party's
68 behalf.

69 (q) "Open feedlot" means an unroofed or partially
70 roofed animal feeding operation in which no crop, vegetation, or
71 forage growth or residue cover is maintained during the period
72 that livestock is confined in the operation.

73 (r) "Passive contractor" means a person who furnishes
74 management services to a contract producer, and who does not own a
75 commodity that is produced by the contract producer at the
76 contract producer's contract operation according to a production
77 contract.

78 (s) "Processor" means a person engaged in the business
79 of manufacturing goods from commodities, including by slaughtering
80 or processing livestock, processing raw milk, or processing crops.

81 (t) "Produce" means to do any of the following:

82 (i) Provide feed or services relating to the care
83 and feeding of livestock. If the livestock is dairy cattle, then
84 "produce" includes milking the dairy cattle and storing raw milk.

85 (ii) Provide for planting, raising, harvesting,
86 and storing a crop. "Produce" includes preparing the soil for
87 planting and nurturing the crop by the application of fertilizers
88 or soil conditioners or pesticides.

89 (u) "Producer" means a person who produces a commodity,
90 including, but not limited to, a contract producer. "Producer"
91 does not include a commercial fertilizer or pesticide applicator,
92 a feed supplier or a veterinarian, when acting in such capacity.

93 (v) "Production contract" means an oral or written
94 agreement that provides for the production of a commodity or the
95 provision of management services relating to the production of a



commodity by a contract producer. A production contract is executed when it is signed or orally agreed to by each party to the contract or by a person authorized to act on the party's behalf.

SECTION 2. This act applies to production contracts that relate to the production of a commodity owned by an active contractor and produced by a contract producer at the contract producer's contract operation, if one (1) of the following applies:

(a) The production contract is executed by an active contractor and a contract producer for the production of the commodity.

(b) The production contract is executed by an active contractor and a passive contractor for the provision of management services to the contract producer in the production of the commodity.

(c) The production contract is executed by a passive contractor and a contract producer, if all of the following apply:

(i) The contract provides for management services furnished by the passive contractor to the contract producer in the production of the commodity.

(ii) The passive contractor has a contractual relationship with the active contractor involving the production of the commodity.

SECTION 3. An agricultural contract imposes an obligation of good faith, as defined in Section 75-1-201, on all parties with respect to the performance and enforcement of the agricultural contract.

SECTION 4. (1) An agricultural contract must be accompanied by a clear written disclosure statement setting forth the nature of the material risks faced by the producer if the producer enters into the contract. The statement must meet the readability requirements of subsection (2). The statement may be in the form



of a written statement or checklist and may be developed in cooperation with producers or producer organizations. The statement shall disclose the following:

(a) In the case of production contracts, the producer's right to review as provided in Section 5 of this act.

(b) Contract duration;

(c) Contract termination;

(d) Renegotiation standards;

(e) Responsibility for environmental damage;

(f) Factors to be used in determining payment;

(g) Responsibility for obtaining and complying with local, state, federal permits;

(h) Any other contract term which the Attorney General determines is appropriate for disclosure.

(2) (a) As used in this subsection, "legible type" means a typeface at least as large as ten-point modern type, one-point leaded. An agricultural contract entered into, amended, or renewed after the effective date of this Act must contain as the first page, or first page of text if it is preceded by a title page or pages, a cover sheet as provided in this section. The cover sheet or sheets must comply with paragraph (b) and must contain all of the following:

(i) A brief statement that the document is a legal contract between the parties.

(ii) The statement "READ YOUR CONTRACT CAREFULLY. This cover sheet provides only a brief summary of your contract. This is not the contract and only the terms of the actual contract are legally binding. The contract itself sets forth, in detail, the rights and obligations of both you and the contractor or processor. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR CONTRACT CAREFULLY."

(iii) The written disclosure of risks required by subsection (1).



(iv) A statement detailing, in plain language, the producer's right to review the contract as described in Section 5 of this act.

(v) An index of the major provisions of the contract and the pages on which they are found, including all of the following:

1. The names of all parties to the contract.
2. The definition sections of the contract.
3. The provisions governing termination, cancellation, renewal, and amendment of the contract by either party.
4. The duties or obligations of each party.
5. Any provisions subject to change in the contract.

(b) An agricultural contract must be in legible type, appropriately divided and captioned by its various sections, and written in clear and coherent language using words and grammar that are understandable by a person of average intelligence, education, and experience within the industry. This paragraph does not apply to the following terms in an agricultural contract:

(i) Particular words, phrases, provisions, or forms of agreement specifically required, recommended, or endorsed by a state or federal statute, rule or regulation.

(ii) Technical terms used to describe the services or property which are the subject of the contract, if the terms are customarily used by producers in the ordinary course of business in connection with the services or property being described.

(3) A contractor or processor may submit an agricultural contract to the Attorney General for review as to whether it complies with this section. After reviewing the contract, the Attorney General shall do one (1) of the following:



(a) Certify that the contract complies with this section.

(b) Decline to certify that the contract complies with this section and note objections.

(c) Decline to review the contract because the contract's compliance with this section is subject to pending litigation.

(d) Decline to review the contract because the contract is not subject to this section.

(4) In determining whether an agricultural contract or cover sheet is readable within the meaning of subsection (2), the Attorney General shall consider at least the following factors:

(a) The simplicity of the sentence structure.

(b) The extent to which commonly used and understood words are employed.

(c) The extent to which esoteric legal terms are avoided.

(d) The extent to which references to other sections or provisions of the contract are minimized.

(e) The extent to which clear definitions are used in the text of the contract.

(f) Additional factors relevant to the readability or understandability of the contract.

(5) Actions of the Attorney General under this section are not subject to judicial review.

(6) A contract certified under this subsection is deemed to comply with subsections (1) and (2). Certification of a contract under this subsection does not constitute an approval of the contract's legality or legal effect. If the Attorney General certifies a contract or fails to respond within thirty (30) days of receipt of the contract, then the contractor or processor will have complied with this subsections (1) and (2) and the remedies



stated in subsection (8) of this section and Section 12 of this act are not available.

(7) Failure to submit a contract to the Attorney General for review under this section does not show a lack of good faith or raise a presumption that the contract violates this section.

(8) In addition to the remedies provided in Section 12 of this act, a court reviewing an agricultural contract may change the terms of the contract or limit a provision to avoid an unfair result if the court finds all of the following:

(a) A material provision of the contract violates subsection (1) or (2).

(b) The violation caused the producer to be substantially confused about any of the rights, obligations, or remedies of the contract.

(c) The violation has caused or is likely to cause financial detriment to the producer.

(9) If the court reforms or limits a provision of an agricultural contract, the court shall also make orders necessary to avoid unjust enrichment. Bringing a claim for relief under this paragraph does not entitle a producer to withhold performance of an otherwise valid contractual obligation. No relief may be granted under this subsection unless the claim is brought before the obligations of the contract have been fully performed.

(10) (a) In a proceeding in which civil penalties are claimed from a party for a violation of this section, it is a defense to the claim that the party made a good faith and reasonable effort to comply.

(b) Notwithstanding Section 12 of this act, a party who has made a good faith and reasonable effort to comply with this section may not be assessed attorney's fees or costs of investigation in an action for violating this section.

(11) Violations of this section is not a defense to a claim arising from a producer's breach of an agricultural contract. A



producer may recover actual damages caused by a violation of this section only if the violation caused the producer to not understand the rights, obligations or remedies of the contract.

(12) A claim that an agricultural contract violates this section must be raised within six (6) years of the date the contract is executed by the producer.

SECTION 5. A contract producer may cancel a production contract by mailing a written cancellation notice to the contractor within three (3) business days after the contract is executed, or before a later cancellation deadline if a later deadline is specified in the contract. The contract producer's right to cancel, the method by which the contract producer may cancel, and the deadline for canceling the production contract shall be clearly disclosed in every production contract.

SECTION 6. (1) A contractor or processor shall not on or after the effective date of this act, enforce a provision in an agricultural contract if the provision provides that information contained in the agricultural contract is confidential.

(2) A provision which is part of an agricultural contract is void if the provision states that information contained in the agricultural contract is confidential. The confidentiality provision is void whether the confidentiality provision is express or implied; oral or written; required or conditional; contained in the agricultural contract, another agricultural contract, or in a related document, policy, or agreement. This section does not affect other provisions of an agricultural contract or a related document, policy, or agreement which can be given effect without the voided provision. This section does not require a party to an agricultural contract to divulge information in the agricultural contract to another person.

SECTION 7. (1) A lien established under this section depends upon the execution of a production contract that provides



for producing a commodity owned by a contractor by a contract producer at the contract producer's contract operation.

(2) A contract producer who is a party to a production contract shall have a lien as provided in this section. The amount of the lien shall be the amount owed to the contract producer pursuant to the terms of the production contract, which may be enforced as provided in subsection (6). If the production contract is for the production of livestock or raw milk, all of the following shall apply:

(a) For livestock, the lien shall apply to all of the following:

(i) If the livestock is not sold or slaughtered by the contractor, the lien shall be on the livestock.

(ii) If the livestock is sold by the contractor, the lien shall be on cash proceeds from the sale. For purposes of this subparagraph, cash held by the contractor shall be deemed to be cash proceeds from the sale regardless of whether it is identifiable cash proceeds.

(iii) If the livestock is slaughtered by the contractor, the lien shall be on any property of the contractor that may be subject to a security interest as provided in Section 75-9-102.

(b) For raw milk, the lien shall apply to all of the following:

(i) If the raw milk is not sold or processed by the contractor, the lien shall be on the raw milk.

(ii) If the raw milk is sold by the contractor, the lien shall be on cash proceeds from the sale. For purposes of this subparagraph, cash held by the contractor shall be deemed to be cash proceeds from the sale regardless of whether it is identifiable cash proceeds.

(iii) If the raw milk is processed by the contractor, the lien shall be on any property of the contractor



that may be subject to a security interest as provided in Section 75-9-102.

(3) The lien on livestock or raw milk is created at the time the livestock arrives at the contract livestock facility and continues for one (1) year after the livestock is no longer under the authority of the contract producer. For the purposes of this section, livestock is no longer under the authority of the contract producer when the livestock leaves the contract livestock facility.

(4) (a) If the production contract is for the production of crops, all of the following shall apply:

(i) If the crop is not sold or processed by the contractor, the lien shall be on the crop.

(ii) If the crop is sold by the contractor, the lien shall be on cash proceeds from the sale. For purposes of this subparagraph, cash held by the contractor shall be deemed to be cash proceeds from the sale regardless of whether it is identifiable cash proceeds.

(iii) If the crop is processed by the contractor, the lien shall be on any property of the contractor that may be subject to a security interest as provided in Section 75-9-102.

(b) The lien on a crop is created at the time the crop is planted and continues for one (1) year after the crop is no longer under the authority of the contract producer. For purposes of this section, a crop is no longer under the authority of the contract producer when the crop or a warehouse receipt issued by a warehouse operator licensed under state law for grain from the crop is no longer under the custody or control of the contract producer.

(5) (a) In order to preserve a lien created pursuant to this section, a contract producer must file in the Office of the Secretary of State a lien statement on a form prescribed by the Secretary of State. If the lien arises out of producing livestock



357 or raw milk, the contract producer must file the lien within
358 forty-five (45) days after the day that the livestock first
359 arrives at the contract livestock facility. If the lien arises
360 out of producing a crop, the contract producer must file the lien
361 within forty-five (45) days after the day that the crop is first
362 planted. The Secretary of State shall charge a fee of not more
363 than Ten Dollars (\$10.00) for filing the statement. The Secretary
364 of State may adopt rules for the electronic filing of the
365 statements.

366 (b) The statement must include all of the following:

367 (i) An estimate of the amount owed pursuant to the
368 production contract.

369 (ii) The date when the livestock arrives at the
370 contract livestock facility or the date when the crop was planted.

371 (iii) The estimated duration of the period when
372 the commodity will be under the authority of the contract
373 producer.

374 (iv) The name of the party to the production
375 contract whose commodity is produced pursuant to the production
376 contract.

377 (v) The description of the location of the
378 contract operation, by county and township.

379 (vi) The printed name and signature of the person
380 filing the form.

381 (c) A lien created under this section until preserved
382 and a lien preserved under this section are superior to and shall
383 have priority over a conflicting lien or security interest in the
384 commodity, including a lien or security interest that was
385 perfected prior to the creation of the lien under this section.

386 (6) Before a commodity leaves the authority of the contract
387 producer, the contract producer may foreclose a lien created in
388 that subsection in the manner provided for the foreclosure of
389 secured transactions in Sections 75-9-504, 75-9-506 and 75-9-507.



After the commodity is no longer under the authority of the contract producer, the contract producer may enforce the lien in the manner provided in Title 75, Chapter 9, Part 5 of the Mississippi Code.

SECTION 8. (1) This section only applies to a production contract executed by a contract producer and a contractor, if the contract producer must make capital investments of One Hundred Thousand Dollars (\$100,000.00) or more according to investment requirements provided in all production contracts in which the contract producer and the contractor are parties. The value of the capital investments shall be deemed to be the total dollar amount spent by the contract producer in satisfying the investment requirements, if that amount is ascertainable.

(2) Except as provided in subsection (4), a contractor shall not terminate, cancel, or fail to renew a production contract until the contractor has done the following:

(a) The contractor has provided the contract producer written notice of the intention to terminate, cancel, or not renew at least ninety (90) days before the effective date of the termination, cancellation or nonrenewal.

(b) The contract producer has been reimbursed for damages incurred due to the termination, cancellation, or failure to renew. Damages shall be based on the value of the remaining useful life of the structures, machinery or equipment involved.

(3) Except as provided in subsection (4), if a contract producer materially breaches a production contract, including the investment requirements of a production contract, a contractor may not terminate, cancel, or fail to renew the production contract until the following have occurred:

(a) The contractor has provided a written notice of termination, cancellation or nonrenewal at least forty-five (45) days before the effective date of such termination, cancellation,



or nonrenewal. The notice must provide a list of complaints alleging causes for the breach.

(b) The contract producer fails to remedy each cause of the breach as alleged in the list of complaints provided in the notice within thirty (30) days following receipt of the notice. An effort by a contract producer to remedy a cause of an alleged breach shall not be construed as an admission of a breach in a civil cause of action.

(4) A contractor may terminate, cancel, or fail to renew a production contract without notice or remedy as required in subsections (2) and (3) if the basis for the termination, cancellation, or nonrenewal is any of the following:

(a) A voluntary abandonment of the contractual relationship by the contract producer. A complete failure of a contract producer's performance under a production contract shall be deemed to be abandonment.

(b) The conviction of a contract producer of an offense of fraud or theft committed against the contractor.

(5) If a contractor terminates, cancels, or fails to renew a production contract other than provided in this section, the contractor shall pay the contract producer the value of the remaining useful life of the structures, machinery, or equipment involved.

SECTION 9. (1) As used in this section:

(a) "Contract input" means a commodity or an organic or synthetic substance or compound that is used to produce a commodity including, but not limited to, any or the following:

(i) Livestock or plants.

(ii) Agricultural seeds.

(iii) Semen or eggs for breeding livestock

(iv) A fertilizer or pesticide.

(b) "Producer right" means one (1) of the following legal rights and protections:



455 (i) The right of a producer to join or belong to,
456 or to refrain from joining or belonging to, an association of
457 producers.

458 (ii) The right of a producer to enter into a
459 membership agreement or marketing contract with an association of
460 producers, a processor, or another producer and the right of the
461 producer to exercise contractual rights under such a membership
462 agreement or marketing contract.

463 (iii) The right of a producer to lawfully provide
464 statements or information regarding alleged improper actions or
465 violations of law by a contractor or processor. This right does
466 not include the right to make statements or provide information if
467 the statements or information are determined to be libelous or
468 slanderous.

469 (iv) The right of a producer to file, continue,
470 terminate or enforce a lien under Section 7 of this act.

471 (v) The right of a contract producer to utilize
472 protections to review production contracts under Section 5 of this
473 act.

474 (vi) The right of a producer to disclose the terms
475 of agricultural contracts under Section 6 of this act.

476 (vii) The right of a producer to enforce other
477 protections afforded by this act or other laws or regulations.

478 (2) It shall be unlawful for any contractor or processor
479 knowingly to engage or permit any employee or agent to engage in
480 the following practices in connection with agricultural contracts:

481 (a) To take actions to coerce, intimidate,
482 disadvantage, retaliate against or discriminate against any
483 producer because the producer exercises, or attempts to exercise,
484 any producer right, including actions affecting the following:

485 (i) The execution, termination, extension or
486 renewal of an agricultural contract.



(ii) The treatment of a producer, which may include providing discriminatory or preferential terms in an agricultural contract or interpreting terms of an existing agricultural contract in a discriminatory or preferential manner. The terms may relate to the price paid for a commodity; the quality or the quantity of a commodity demanded; or financing, including investment requirements.

(iii) The grant of a reward or imposition of a penalty, including the denial of a reward. The reward or penalty may be in any form, including, but not limited to, financial rewards or penalties. Financial rewards or penalties may relate to loans, bonuses or inducements.

(iv) Alter the quality, quantity or delivery times of contract inputs provided to the producer.

(b) To provide false information to the producer, which may include false information relating to any of the following.

(i) A producer with whom the producer associates or an association of producers or an agricultural organization with which the producer is affiliated, including, but not limited to any of the following:

1. The character of the producer.
2. The condition of the finances or the management of the association of producers or agricultural organization.

(ii) Producer rights provided by this act or other provisions of law.

(c) To refuse to provide to a contract producer upon request the statistical information and data used to determine compensation paid to the contract producer under a production contract, including, but not limited to, feed conversion rates, feed analyses, origination and breeder history

(d) To refuse to allow a contract producer or the contract producer's designated representative to observe, by



actual observation at the time of weighing, the weights and measures used to determine the contract producer's compensation under a production contract.

(e) To use the performance of any other contract producer to determine the compensation of a contract producer under a production contract or as the basis of the termination, cancellation or renewal of a production contract.

(f) To require a contract producer to make new or additional capital investments in connection with, or to retain, continue, or renew, a production contract which are beyond the investment requirements of such production contract. It shall not be a violation of this section if such new or additional capital investments are partially paid for by the contractor, or offset by other compensation or modifications to contract terms, in a manner the contract producer agrees to in writing as constituting acceptable and satisfactory consideration for the new capital investment.

(g) To execute an agricultural contract in violation of the disclosure of risks and readability requirements of Section 4 of this act.

(h) To execute an agricultural contract which includes a confidentiality provision in violation of Section 6 of this act.

(i) To execute an agricultural contract without a mediation provision as required under Section 13 of this act.

(j) To execute an agricultural contract which includes a waiver of any producer right or any obligation of a contractor or processor established under this act.

(k) To execute an agricultural contract requiring the application of the law of another state in lieu of this act.

SECTION 10. Any provision of an agricultural contract which waives a producer right or an obligation of a contractor or processor established by this act is void and unenforceable. This section does not affect other provisions of an agricultural



contract, including an agricultural contract or related document,
policy or agreement which can be given effect without the voided
provision.

SECTION 11. Any condition, stipulation, or provision
requiring the application of the law of another state in lieu of
this act is void and unenforceable.

SECTION 12. An agricultural contract must contain language
providing for resolution of disputes concerning the contract by
mediation. If there is a dispute involving an agricultural
contract, either party may make a written request for mediation
services as specified in the contract, to facilitate resolution of
the dispute. The parties must receive a release from the mediator
before the dispute can be heard by a court.

SECTION 13. (1) A contractor or processor committing an
unfair practice under Section 9 of this act shall be subject to a
civil penalty of up to Ten Thousand Dollars (\$10,000.00).

(2) A contractor or processor committing an unfair practice
under Section 9 of this act shall be guilty of a simple
misdemeanor and shall be fined One Thousand Dollars (\$1,000.00).

(3) (a) A producer who suffers damages because of a
contractor's or processor's violation of this act may obtain
appropriate legal and equitable relief, including damages.

(b) In such a civil action against the contractor or
processor, the court shall award the producer who is the
prevailing party reasonable attorney fees and other litigation
expenses.

(c) In order to obtain injunctive relief, the producer
is not required to post a bond, prove the absence of an adequate
remedy at law, or show the existence of special circumstances,
unless the court for good cause otherwise orders. The court may
order any form of prohibitory or mandatory relief that is
appropriate under principles of equity, including, but not limited
to issuing a temporary or permanent restraining order.



(4) The Attorney General's Office is the agency primarily responsible for enforcing this act. In enforcing the provisions of this act, the Attorney General may do all of the following:

(a) Apply to the district court for an injunction to do any of the following:

(i) Restrain a contractor or processor from engaging in conduct or practices in violation of this act.

(ii) Require a contractor or processor to comply with a provision of this act.

(b) Apply to district court for the issuance of a subpoena to obtain an agricultural contract for purposes of enforcing this act.

(c) Bring an action in district court to enforce penalties provided in subsections (1) and (2).

SECTION 14. The Attorney General may adopt rules to implement this act.

SECTION 15. (1) Except as provided in subsection (2), this act applies to agricultural contracts in force on or after the date of the enactment of this act, regardless of the date the agricultural contract is executed.

(2) Section 4 (relating to disclosure of risks and readability), Section 5 (relating to contract producer's three-day right to review), Section 8 (relating to production contracts involving investment requirements), Section 9 (relating to the use of "tournament compensation"), Section 11 (relating to choice of law), and Section 12 (relating to mediation) of this act shall apply to agricultural contracts executed or substantively amended after the date of the enactment of this act.

SECTION 16. This act shall take effect and be in force from and after July 1, 2002.

