choose to obtain materials and supplies from someone other than us, one of the following will occur:

a. We will pay you an amount equal to our average cost for the materials and supplies not provided by us for flocks raised during the period in which the flock was raised. Payment for materials and supplies to you shall be due fifteen (15) days following the date the supply or material would normally be used by you for fulfillment of this Agreement.

b. We, at our option, will pay invoices directly to the supplier of materials.

3. Remove and dispose of manure and litter from the Facility according to our cleaning schedule. We shall be responsible for cleaning the Facility, provided that you may bid to provide such cleaning in accordance with all federal, state, and local regulations and proper industry practices. If you are awarded the cleaning bid, you retain the manure as compensation for cleaning, but will be subject to our cleaning requirements and schedule.

   a. If you obtain the cleaning bid, you will be responsible for the proper storage, handling and disposing of manure from your facility.

   b. You agree that the discarding or disposal of manure shall be in compliance with all applicable federal, state and local laws and regulations, including all environmental laws.

   c. You agree to hold us harmless from any liability that arises from your storage, handling and disposing of manure from your facility.

   d. You agree to maintain complete and accurate records of manure removal and spreading and will provide those records upon our request.

4. Dispose of dead turkeys. However, you must comply with our procedure for collection and placement of dead turkeys. We will require the dead birds to be ready for pickup or, require you to compost or incinerate dead turkeys according to applicable federal, state and local laws and regulations.

5. To pay you according to the terms and condition of this Agreement.

6. In order to promote cost control when we reimburse or provide supplies, we will pay you a bonus if you are able to grow a flock at an average supply cost less than us.

   a. Qualifications for this bonus payment shall be based upon your annual cost for litter, fuel, electrical, and medication cost per bird day compared to our average supply cost for the same items.