



**GRAIN CLAIM FORM**  
**PUBLIC SERVICE COMMISSION**  
 SFN 60853 (01/2019)



In accordance with North Dakota Century Code Chapters 60-02, 60-02.1, and 60-04:

Any person with a noncredit-sale receipt holder claim or any person with a credit-sale contract claim shall file the claim with the Public Service Commission. A claim must be filed within 45 days after the final publication of the "Notice of Appointment as Trustee and Notice to File Claims."

Any person filing a claim shall include receipts or other documentation sufficient to enable the Commission to determine the validity of the claim. This could include unsatisfied grain receipts, scale tickets, checks, cash contracts, credit-sale contracts, or other memoranda given by the licensee for, or as evidence of, the receipt, storage, or sale of grain.

Unless a claim is filed with the Public Service Commission within the time specified, the Commission is relieved of further duty or action on behalf of the receipt holder or credit-sale contract claimant and the receipt holder or credit-sale contract claimant may be barred from payment for any amount due.

FOR COMMISSION USE ONLY	
PSC Case Number: <i>GE-18-395</i>	
Civil Number:	

CLAIMANT INFORMATION			
Claimant Name (as used on income tax return) <i>Michael Sorenson</i>		Telephone Number <i>701-629-1378</i>	
Mailing Address <i>9039 59TH ST NW</i>		Email Address <i>mikesorenson@yahoo.com</i>	
City <i>ROSS</i>	State <i>ND</i>	ZIP Code <i>58776</i>	

CLAIM AGAINST			
Name of Grain Warehouse or Grain Buyer <i>Midwest Grain Trading</i>		Telephone Number	
Address <i>PO Box 246</i>		Email Address	
City <i>Devils Lake</i>	State <i>ND</i>	ZIP Code <i>58301</i>	

Did you make written demand for payment or redelivery if available?  No  Yes, date of written demand: \_\_\_\_\_

ADDITIONAL PARTIES WITH AN INTEREST IN THE CLAIM			
List each interested party in this unpaid grain claim. Attach additional pages if necessary.			
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	

**CLAIM SUMMARY**  
Use one line per commodity. Attach additional pages if necessary.

Date	Type of Grain	Price per Bushel/CWT	Net Bushel/CWT Indicate Bu. or CWT below	Amount Owed
5/30/2018	Yellow Peas	\$ 7.00	5,000 Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	\$

Briefly describe your claim using the space below. Please include any of the following: details of your agreement/contract, grain on storage, grain broker involvement, any additional information you wish to add.

I contracted 5,000 bushels of Yellow Peas on 5/30/18 to be picked up by 6/30/18. No attempt was made by Midwest Grain to pick up peas. I called them in July asking when they would get them, was told ASAP. I decided not to pursue any further, and still have them, worth \$5.00/bu.

Are any offsets owed?  No  Yes, provide amount and detail.

**CLAIM DOCUMENTS**

- Attach copies of the following support documents if applicable to your claim:
- Scale Tickets
  - Warehouse Receipts
  - Settlement/Assembly Sheets
  - Purchase Contracts
  - Credit-Sale Contracts
  - NSF Checks
  - Written Demand for Payment or Redelivery sent to Grain Warehouse and/or Grain Buyer
  - Any additional information you wish to include.

Please indicate below if your claim documents are enclosed or if they were previously submitted (if applicable, check both boxes).

Claim Documents Enclosed  Claim Documents Previously Submitted

**NOTE:** Lien searches will be done. If an active lien is found, any or each lien holder will be included as a payee on the check and a copy of the check will be mailed to the active lien holder(s).

Mail completed form and claim documents to:

Public Service Commission  
600 E. Boulevard Ave., Dept. 408  
Bismarck, ND 58505-0480

I certify under penalty of perjury that the information stated in and attached to this grain claim is true and correct.

Signature of Individual Filing Grain Claim <i>Mark J. Doe</i>	Date 4/5/2018
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# GRAIN PURCHASE CONTRACT

187267

This is an agreement that the Seller \_\_\_\_\_ (Seller's Name)  
of \_\_\_\_\_ (Seller's Address, City, State & Zip)  
on \_\_\_\_\_ (Date) has sold and agreed to deliver to the Buyer \_\_\_\_\_ (Company Name)  
at \_\_\_\_\_ (Buyer's Address, City, State & Zip)  
a net quantity of \_\_\_\_\_ (bu. / cwt.) of U.S. \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ (% Moisture) (% Protein)  
(Circle One) (Grade and Kind) (Commodity) (Circle One)  
at \_\_\_\_\_ (Delivery Location) for delivery \_\_\_\_\_ (Specify Time Period for Delivery)  
at the purchase price of \$ \_\_\_\_\_ per (bu. / cwt.) under the following terms and conditions:

## TERMS AND CONDITIONS

**Grade and Quality Specifications:** The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

**Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

**Liens:** Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: \_\_\_\_\_

**Premiums and Discounts to Apply:** Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: \_\_\_\_\_

**Settlement for Underdeliveries:** All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when the trades can be made for the account of the Seller.

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price \_\_\_\_\_ cents per bushel handling charge to be paid to buyer upon such settlement.

**Buyer's Right to Delay Delivery Period:** The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

**Arbitration:** Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

**Binding Effect:** This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

**Final and Complete Agreement:** This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**SELLER:**

**BUYER:**

\_\_\_\_\_  
(Authorized Signature(s))

\_\_\_\_\_  
(Authorized Signature(s))