

**Hasselberg Grebe Snodgrass
Urban & Wentworth**
Attorneys and Counselors

**AGRI-BUSINESS
LEGAL NEWS**



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**JIM GREBE NAMED LEADING LAWYER IN
AGRICULTURE LAW**

Several years ago, *Leading Lawyers* magazine named Jim Grebe a leading lawyer in agriculture law. This likely comes as no surprise to the agriculture clients he has represented over the last 30 years. Jim's hard work and dedication to the industry is, of course, a key component to his success. But the support he has received from you and others over the years is what really allows him to be the leading lawyer that he has become.

A copy of a recent article in *Leading Lawyers* highlighting Jim and his accomplishments is enclosed. We invite you to take a look at it, and learn a little more about Jim.

**MASTER AGREEMENTS –
STILL A HOT TOPIC**

Jim had the opportunity to meet and greet many friends, old and new, at the recent Grain and Feed Association of Illinois Convention. One topic that arose more than once was the issue of master grain agreements. We have discussed this at seminars and included information in this newsletter previously. Continued volatility in the grain market makes the use of Master Agreements even more appealing. Because of the continued interest, and at the risk of being repetitive, the following is some information about master agreements that we included a couple of years ago.

We have, for a long time, strongly recommended that elevators have well drafted, fully signed contracts for every transaction. While this remains the best option, from a legal standpoint, some of our clients have found it cumbersome to get a signature on a full blown legal document from a producer every time.

One solution to this issue is a master agreement. As you may be aware, a master agreement is a longer, more detailed agreement setting forth the terms under which the elevator will work with a customer. Then, for each transaction, a much shorter and simpler document can be signed that sets forth the terms of the particular transaction.

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Hasselberg Grebe Snodgrass Urban & Wentworth is a proud member of the Grain and Feed Association of Illinois and the National Grain and Feed Association. We have extensive experience in agricultural law representing grain elevators, cooperatives and other agricultural businesses throughout the State of Illinois, including: grain contracts; grain industry commercial litigation; Illinois Grain Code and Illinois Department of Agriculture matters; and arbitrations before the National Grain and Feed Association. **Jim Grebe** has been practicing law and been an active member of the agri-business community for more than 30 years. Jim, along with **Bill Streeter**, **Chuck Urban** and **Dave Wentworth**, lead our firm's Agri-Business Law Practice Group.

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The net result is that the long document full of legalese needs to be reviewed and signed only once. If done properly, the time and effort to review the particular legal terms can be done one time up front, making the transactions during the rest of the year simpler and cleaner.

Master agreements are not for everyone. Some elevators are comfortable with the current way that they do business, and it suits them just fine. Also, a master agreement might be useful for some of your customers, but not really needed for others. It is a determination that only you can make.

We continue to view the move toward master agreements as a positive trend. We have drafted agreements for some of our clients who are beginning to use them with more frequency. Some clients find them particularly helpful for new, unknown, or large customers, or corporate or LLC entities. These are situations where there might be more risk for the elevator, and the master agreement can help reduce that risk.

If you have not already done so, we encourage you to think about whether or not master agreements are appropriate for your company. As you reflect on the 2013 harvest, think about whether or not there are transactions where having a master agreement would have been helpful. You might find that it will take a bit more work to get one executed, but will save you and your staff time and effort during your busier periods. Master agreements can also be used for input agreements, if that is a part of your business.

If you have any questions about master agreements or any other agri-business issues, please give us a call.

STAY SAFE

“Record-Setting \$16 Million Verdict to Families of Teens Killed in Grain Bin Accident.” No one wants to read a headline like this. Yet, this was the result of a recent trial in Carroll County, Illinois. The tragedy of two deaths is awful. A huge judgment against the elevator makes it even worse.

Most elevators we encounter have safety measures in place. However, some are better than others in their consistent implementation

of those measures. How can you protect your employees and your business? A few suggestions:

1) Training. This includes measures to avoid putting workers in harm's way. It also includes learning about rescue equipment and methods that are effective to make rescues, and keep the rescuers safe.

2) Vigilance. Make safety a daily priority. Make sure that everybody knows about and practices safety. Remind your employees that accidents happen.

3) Insurance. Should something horrible happen, your business needs to be protected. Talk to your insurance person and make sure you have appropriate coverage and adequate limits. Your Board should review all of your insurance coverages regularly, to ensure that the business is protected. Of course, the best protection is to practice safety measures regularly.

Be safe, be vigilant, be protected. Don't become a headline.

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