

21—91.9(203) Books and records.

91.9(1) *General records.* A grain dealer must maintain complete and sufficient records to show all purchases, sales, and payments for grain purchased.

91.9(2) *Daily position record.* Unless otherwise approved by the bureau, every grain dealer must keep and maintain on a daily basis a grain position record on a form approved by the bureau. The daily position record shall summarize one month's activity in a format approved by the bureau. The daily position record will indicate at least the increases and decreases and ending balances on a daily basis for each ordinary cash sales, deferred-payment contracts and deferred-pricing contracts. The daily position record will reflect the obligations in the appropriate columns.

A separate daily position record must be maintained for each kind and class of grain and each type of commodity that is identity-preserved. All daily entries to the daily position record will reflect transactions made through that day's close of business unless another time of day is elected by the licensee and applied by the licensee on a consistent basis.

91.9(3) *Inspection.* For the purpose of inspection, the hours of 8 a.m. to 5 p.m., except Saturday, Sunday and holidays, will be considered as ordinary business hours. All financial records, grain records and payment records must be available for inspection by the bureau during ordinary business hours and any other time specified by the bureau in writing. All records will be made available within the state of Iowa upon request. Any records requested by the bureau may be required to be available to the bureau within 72 hours. Unless the bureau has been notified that the records would not be available for inspection, an examination fee may be assessed to the grain dealer if an examiner arrives at the licensee's location and the records are not available for inspection.

91.9(4) *Settlement sheets.* Unless the grain dealer utilizes a computer system that sequentially numbers settlement sheets as generated, every grain dealer must have prenumbered settlement sheets. All settlement sheets will show, at a minimum, the following:

- a. The grain dealer's name and address;
- b. Seller's name and address;
- c. Date of deliveries;
- d. Scale ticket numbers;
- e. Amount, kind and grade factors of the grain; and
- f. Method of settlement:
 - (1) If priced, the price per bushel, the quantity of grain priced and the date of pricing.
 - (2) If paid for, the date, price per bushel, the quantity of grain paid for, the amount of payment and check number or electronic funds transfer number, or a computer-generated report that includes all of the same information and includes a settlement sheet reference number within the report.
 - (3) If credit-sale contract, the contract type, contract number date and number and the quantity of grain transferred to the contract, or computer-generated report that includes all of the same information and includes a settlement sheet reference number within the report.
 - (4) If warehouse receipt, the receipt number, date and quantity of grain transferred to the receipt, or computer-generated report that includes all of the same information and includes a settlement sheet reference number within the report.
 - (5) If removed from the warehouse, the delivery document numbers, dates and amounts of the shipments.

Copies of all settlement sheets must be maintained in alphabetical or numerical order by the dealer as part of the records unless the dealer uses a computer system approved in writing by the bureau that sequentially numbers and prints settlement sheets and the settlement sheets can be retrieved on and reprinted by the computer system. A copy of the settlement sheet will be given to the seller upon demand, upon payment or upon the issuance of a credit-sale contract. Any settlement sheet used in the pricing of grain for the purpose of sale to the grain dealer must have the price shown on all copies of such settlement sheet. Deliveries and settlement transactions must be posted to the settlement sheet on a daily basis unless a computer system is utilized that can generate a scale ticket summary sheet for each depositor.

91.9(5) *Scale tickets.*

a. If the dealer has a scale or regular access to a scale that can be used for weighing grain, the dealer will use prenumbered scale tickets showing, at a minimum, the following:

- (1) Date.
- (2) The dealer's name and location.
- (3) Seller's name.
- (4) Gross weight, tare weight, and delivered weight.
- (5) Type of product or commodity.
- (6) An indication of whether the commodity is being received or loaded out.

b. One copy of each ticket will be maintained in numerical order unless the grain dealer uses a computer system approved in writing by the warehouse bureau that sequentially numbers and prints scale tickets and the scale ticket information and can be retrieved on and reprinted by the computer system. However, a ticket printed at the time of weighing will be the document of record.

c. All copies of reprinted scale tickets must be marked "reprint". All scale ticket forms in the possession of a grain dealer will have been permanently and consecutively numbered at the time of printing. The licensee will be responsible for providing a list of all scale tickets used at each location. Any scale ticket used in pricing grain for the purpose of sale to the grain dealer must have the price shown on all copies of such ticket if priced at the time of delivery. If the dealer does not have a scale or regular access to a scale and purchases grain by having the grain custom weighed at various locations or at destination, the dealer will maintain one copy of the scale ticket in daily order as part of the grain records.

91.9(6) Direct shipment records. When grain is delivered by a producer or the producer's agent to a third party in accordance with an agreement between the producer and the grain dealer and the grain is weighed at the destination or is custom weighed, the direct shipment is to be considered an obligation of the grain dealer on the date stated on the destination scale ticket, and the direct shipment will be reflected in the daily position record on the date when the grain dealer is able to obtain the load weights. A grain dealer who also holds a warehouse operator license may maintain a separate daily position record for each kind of direct shipment grain. The grain dealer will notify the bureau in writing if the grain dealer elects to maintain such a daily position record.

91.9(7) Credit-sale contracts. One copy of every outstanding credit-sale contract must be maintained in numerical order as part of the records.

a. Required content. A credit-sale contract shall contain a minimum of the following:

- (1) Buyer's name and location;
- (2) Seller's name and address;
- (3) The conditions of delivery;
- (4) Amount and kind of grain delivered;
- (5) Price per bushel or basis of value;
- (6) The date payment is to be made;
- (7) The wording "Credit-Sale Contract" and whether the credit-sale contract is a deferred-payment contract or deferred-pricing contract, which must appear in the title or subtitle of the contract;
- (8) Consecutive numbering at the time of printing; and
- (9) Signature and date by both parties.

b. Notice of credit-sale contract acknowledgment. A licensed grain dealer who purchases grain by credit-sale contract must obtain from the seller an acknowledgment form signed by the seller that provides written notice to the seller regarding the coverage limits of the grain depositors and sellers indemnification fund as it relates to credit-sale contracts.

(1) The written acknowledgment form must include the following language:

"Notice of Grain Depositors and Sellers Indemnity Fund Coverage Risk:

"The Grain Depositors and Sellers Indemnity Fund helps to protect farmers in the event of a failure of a licensed grain dealer. When a person sells grain to a licensed grain dealer, the sale may be protected by the Fund. If the grain dealer fails and the seller does not receive payment for the grain, the Fund may help indemnify the loss by filing a claim with the Grain Depositors and Sellers Indemnity Fund Board. For ordinary cash sales, the Fund may indemnify a loss up to 90 percent to a maximum amount of \$400,000.

“However, credit-sale contracts, including deferred-payment contract and deferred-price contracts, are not protected to the same levels as ordinary cash sales.

“Deferred-pricing contracts are offered reduced coverage of 75 percent indemnification of a loss by the Fund.

“Deferred-payment contracts do not have any loss indemnification by the Fund.

“By entering into a credit sale contract, the undersigned acknowledges that the sale of grain through a deferred-pricing contract has reduced protection through the Fund and that that the sale of grain through a deferred-payment contract has no protection through the Fund.”

(2) For credit-sale contracts executed prior to July 1, 2026, the acknowledgment form may be executed on a separate form from the credit-sale contract. A separate acknowledgment form must be completed for each credit-sale contract and signed and dated by the seller. The acknowledgment form must be printed in a legible font that is easy to read and reasonably sized for clear visibility. A copy of the acknowledgment form must be attached to the grain dealer’s copy and seller’s copy of the credit-sale contract.

For credit-sale contracts executed on or after September 1, 2025, and before July 1, 2026, the acknowledgment form must be signed by the seller prior to signing the credit-sale contract.

(3) For credit-sale contracts executed on or after July 1, 2026, the grain dealer must incorporate the acknowledgment form into the credit-sale contract directly above the signature of the buyer and seller in bold print of equal size or larger than the body of the contract.

(4) Failure of the grain dealer to obtain the acknowledgment form from the seller is a violation of Iowa Code section 203.15. Failure of the grain dealer to obtain the acknowledgment form does not alter the grain depositors and sellers indemnity fund indemnification limits for a credit-sale contract.

c. If someone other than the seller indicated on a credit-sale contract signs the contract or acknowledgment form, the grain dealer must be able to provide the bureau with proof of business relationship between the indicated seller and the person who signed the contract. This document must be signed by the person who produced the grain or caused the grain to be produced. The document is required for but not limited to contracts signed by the following:

- (1) Landlord or tenant.
- (2) Parent or child.
- (3) Spouse.
- (4) Siblings.
- (5) Farm managers (who may use a copy of the management agreement).
- (6) Executors, trustees, administrators, etc. (who may use a copy of court document of appointment).
- (7) Corporate officers (other than the president), partners and members or officers of other legal entities. If a contract is issued to two or more sellers, all must sign the contract and acknowledgment form.

d. A licensee’s purchases of grain by credit-sale contract from a person licensed as a grain dealer in any jurisdiction are not subject to the requirements of subrule 91.9(7). Any grain purchased from a grain dealer is not eligible for recovery from the grain depositors and sellers indemnity fund.

91.9(8) *Cancellation procedures for credit-sale contracts.*

a. One copy of each canceled credit-sale contract must be maintained in separate numerical order from the outstanding credit-sale contracts as part of the records. The grain dealer will either mark the face of the credit-sale contract with the word “canceled”, the check number, and the date of payment or will provide a numerically ordered listing that shows the contract numbers, check numbers and payment dates. Credit-sale contracts may only be marked “void” if errors are made on the day of issue; otherwise they are to be considered canceled.

b. Partial payments. Advances and partial payments must be noted on the face of the outstanding credit-sale contracts or by other method of documentation that shows the net balance and is approved by the bureau. The following information must be noted:

- (1) Amount of bushels paid;
- (2) Date paid;
- (3) Check number; and
- (4) Remaining balance of the contract.

91.9(9) *Retention of records.* Such records shall be kept as required under Iowa Code section 203.9 for the stated time period even if a license has been canceled.
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