

16-1501. Definitions; implied promise of good faith. (a) For the purposes of K.S.A. 16-1501 through 16-1506, and amendments thereto, the term "contractor" means any corporation, trust, limited liability company, or limited partnership or corporate partnership other than a family farm corporation, authorized farm corporation, limited liability agricultural company, limited agricultural partnership, family trust, authorized trust or testamentary trust, as defined in K.S.A. 17-5903, and amendments thereto, which established a swine production facility in this state or which contracts with a producer to grow or raise hogs in this state and in either case which in the ordinary course of business buys hogs in this state.

(b) For the purposes of K.S.A. 16-1501 through 16-1506, and amendments thereto, the term producer means any individual, family farm corporation, authorized farm corporation, limited liability, agricultural company, limited agricultural partnership, family trust, authorized trust or testamentary trust, as defined in K.S.A. 17-5903, and amendments thereto, which raises hogs in this state or provides the service of raising hogs in this state and which is able to transfer title in such hogs to another or who provides management, feed, labor, facilities, machinery or other production input for raising hogs in this state.

(c) For the purposes of this section production input includes, but is not limited to, management, labor, facilities, machinery or feed used in the raising of hogs in this state.

(d) If the contractor is the subsidiary of another corporation, partnership, or a member of another association or other business entity, the parent corporation, partnership, association or other business entity is liable to a producer for the amount of any unpaid claim or contract performance claim if the contractor fails to pay or perform according to the terms of the contract.

(e) There is an implied promise of good faith as defined in K.S.A. 2016 Supp. 84-1-201(b)(20), and amendments thereto, by all parties in all contracts between contractors and producers. In an action to recover damages, if the court finds that there has been a violation of this provision, damages, court costs, and attorney fees may be recovered.

(f) Each contractor shall require in its contract that the producer comply with any applicable state and federal environmental laws and shall provide to the producer, upon request, information regarding compliance with such laws.

History: L. 1994, ch. 130, § 8; L. 2007, ch. 89, § 25; July 1, 2008.