

CUSTOM CATTLE FEEDING AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____ 20__.

BETWEEN:

(Owner's name)

of _____
in the Province of Manitoba,
(address)

(the "Owner")

- and -

(Feeder's name)

of _____
in the Province of Manitoba,
(address)

(the "Feeder").

WHEREAS the Owner of the animals described in Schedule "A", (the "Cattle") including any offspring or produce therefrom, has placed them in the possession of the Feeder for the sole purpose of rendering the services and labour described herein;

AND WHEREAS the Feeder is willing to receive possession of any such Cattle, from time to time, pursuant to this Agreement, for the sole purpose of rendering the services and labour specified in this Agreement;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and undertakings herein, the parties hereto covenant and agree with each other as follows:

Disclaimer: This Agreement has been prepared for general information purposes only and is intended to provide a starting point for farmers, as they develop Agreements for use in their business. Persons relying on such information do so entirely at their own risk. Since it is impossible to cover all legal contingencies and provisions in every situation, please consult with a legal professional to ensure that the Agreement accurately reflects the arrangements and relationship between the concerned parties.

SECTION 1.00 TERM OF AGREEMENT

1.01 This Agreement comes into effect on _____ and shall continue for a minimum period of _____ days and a maximum period of _____ days, (the "Term") under the terms and conditions of this Agreement, unless terminated pursuant to Section 9.00.

SECTION 2.00 SERVICES TO BE PROVIDED BY THE FEEDER

2.01 The Feeder agrees to feed and maintain the Cattle (the "Services").

2.02 All feed and medication, (the "Supplies"), required for the proper care of the Cattle during the Term shall be provided by the Feeder.

2.03 The Feeder agrees to hold the Cattle in its possession, at _____ (the "Premises"), for the sole purpose of performing the Services.

2.04 All Cattle, as identified on the attached Schedule "A", shall be segregated by the Feeder from any other animals of a comparable nature, to enable quick and easy identification of the Cattle governed by this Agreement.

SECTION 3.00 FEEDER'S OBLIGATIONS

3.01 The Feeder shall not remove the Cattle from the Premises without the consent, in writing, of the Owner.

3.02 The Feeder covenants and agrees that it will not at any time, in any manner, and has no right to, sell or otherwise dispose of the Cattle or Supplies, or mortgage, charge, encumber, pledge, or grant security upon the Cattle or Supplies.

SECTION 4.00 DELIVERY OF CATTLE

4.01 The Owner is under no obligation to deliver, and the Feeder is under no obligation to accept, any Cattle, except as agreed to between them from time to time, and the Feeder specifically reserves the right to refuse to accept individual animals due to disease or poor health.

4.02 Each shipment of Cattle delivered to the Premises, and accepted by the Feeder pursuant to this Agreement, shall be acknowledged by the execution and delivery of an "Acknowledgement" in the form of Schedule "B".

4.03 The Owner of the Cattle is responsible for _____% of the cost of transporting the Cattle to and from the Premises. *(If less than 100%, provision should be made for how the cost is to be shared)*

4.04 Upon delivery to the Premises, the Cattle must have National ID eartags with a record of the Owner's registry.

SECTION 5.00 OWNER’S OBLIGATIONS

- 5.01 The Owner shall be responsible for all costs related to the initial processing of the Cattle, which shall include any drugs, booster shots, implants, ear tags, and chute fees.
- 5.02 The Owner shall be responsible for all costs related to branding, dehorning, and castrations of the Cattle.
- 5.03 The Owner shall be responsible for ____% of the costs of medicine and drugs for calving and post calving which includes, but is not limited to the following: milk replacer, scour treatment, electrolyte, antibiotics, and veterinarian costs associated with C-section. *(If less than 100%, provision should be made for how the cost is to be shared)*
- 5.04 In the event that the Cattle are subject to a quarantine order during the Term of this Agreement, the Owner shall be responsible for all costs related to the care and feeding of the Cattle during the period of quarantine, including the cost of all medications specifically required under the terms of the quarantine order, if any.
- 5.05 All rights, title, and interests in and to all Cattle delivered to the Feeder pursuant to this Agreement shall at all times remain to the Owner, and the sole right of the Feeder with respect to such Cattle shall be to perform the services and labour specified in this Agreement, and to ship the Cattle on instructions from the Owner from time to time.
- 5.06 Subject to the terms of this Agreement, the Owner, or its agent, shall have the right at any time, without notice and without interference by the Feeder, to inspect the Cattle delivered to the Feeder pursuant to this Agreement.

SECTION 6.00 FEEDER’S FEES

6.01 The Owner will pay the Feeder the following Custom Charges:

Processing Fee	\$ per animal	_____
Yardage	\$ per animal per day	_____
Bedding Costs	\$ per animal per day	_____
Feeding Costs	\$ per pound of gain	_____
	OR	
	\$ per pound of feed	_____
	OR	
	\$ per animal per day	_____
Medicine and Vet	\$ per animal	_____ (at cost)
Pasture Costs	\$ per animal per day	_____
	OR	
	\$ per animal for the season	_____
Calving Cost	\$ per live calf	_____
Other Costs (list)	_____	_____
	_____	_____

- 6.02 The Owner shall pay an initial deposit of \$_____ per animal which will be held by the Feeder and applied against the final invoice.
- 6.03 The Feeder shall invoice the Owner at the end of every month and payment of the invoice is due within 15 days of invoicing. Any unpaid balances after the 15th of each month will be charged overdue interest at the rate of _____ % per month.
- 6.04 Any balances of the Custom Charges under the Agreement are determined at the time of termination of this Agreement and all outstanding charges are due in full prior to the release of the Cattle to the Owner.

SECTION 7.00 INSURANCE AND DEATH LOSS

- 7.01 The Owner shall provide insurance for the Cattle and shall be responsible for the first _____% of the death loss.
- 7.02 Death loss between _____ and _____% shall be split 50-50 between the Owner and the Feeder.
- 7.03 The Feeder will be responsible for all death loss over _____% and compensation is to be based on the value of the Cattle at the time of delivery to the Premises, with the Feeder forfeiting all outstanding monthly Feeding Costs on the animal(s).

SECTION 8.00 QUARANTINE AND DESTRUCTION ORDERS

- 8.01 The Owner agrees and acknowledges that the Feeder has taken all reasonable and necessary precautions to ensure the health of the Cattle. In the event of a quarantine order or destruction order, the Owner agrees to release the Feeder from any claim or liability for any loss or damage that the Owner may suffer arising from the Feeder carrying out or complying with the terms of any such order.
- 8.02 In the event that the Owner's Cattle are subject to a destruction order during the Term of this Agreement, the Owner shall be responsible for all outstanding costs incurred pursuant to the within Agreement, and shall in addition be responsible for all costs incurred by the Feeder in carrying out the destruction order against the Cattle.
- 8.03 The Owner agrees, in the event of a quarantine order or destruction order as set forth above, to assign to the Feeder an _____% interest in the Owner's insurance or government compensation payments, if any, to a maximum of the balance of the Owner's outstanding charges to the Feeder.

SECTION 9.00 TERMINATION

- 9.01 The Owner or the Feeder may terminate this Agreement at any time by giving _____ days notice in writing to the other party.
- 9.02 In addition to its rights under subsection 9.01 and without restricting any other remedies available, the Owner may, at its sole option, immediately terminate this Agreement in writing if:

- (a) in the opinion of the Owner, the Services provided by the Feeder are unsatisfactory, inadequate, or are improperly performed; or
 - (b) in the opinion of the Owner, the Feeder has failed to comply with any term or condition of this Agreement; or
 - (c) the Feeder is dissolved or becomes bankrupt or insolvent.
- 9.03 Upon termination of this Agreement, the Feeder shall cease to perform any further Services. The Owner shall be under no other obligation to the Feeder other than to pay any outstanding amounts as the Feeder is entitled to receive for work completed to the satisfaction of the Owner up to the date of termination.
- 9.04 The Owner reserves the right at any time to remove the Cattle from the Feeder's Premises, upon _____ business days written notice being provided to the Feeder, and upon payment in full of the amount owing to the Feeder at the time of removal.
- 9.05 The Feeder shall have the right, at any time, and for any reason, to instruct the Owner to remove any or all Cattle held by the Feeder and the Owner shall attend to same within _____ business days of written notice being provided. The Owner shall pay all outstanding charges against the Cattle being removed prior to their release from the Feeder. Should the Owner fail to remove the Cattle within the time set forth as above, the Feeder shall be entitled to sell the Cattle.

SECTION 10.00 GENERAL

- 10.01 Amendments and alterations to this Agreement shall be in writing and shall be signed by both the Owner and Feeder.
- 10.02 Nothing in this Agreement shall constitute the Feeder as a joint venture with, or the agent, legal representative, partner, or employee of the Owner, and neither party shall have the right or power to and shall not bind or obligate the other in any way, manner, or thing whatsoever nor represent to anyone a right to do so.
- 10.03 Any disagreement which may arise between the contracting parties hereto shall, when a mutually satisfactory settlement cannot be reached, be submitted to arbitration. The arbitration authority may either be a single person mutually satisfactory to both parties, or a board of three, one member to be proposed by each party and a third selected by the two as chosen. The recommendation of the arbitrator or arbitration board shall be accepted as final. The cost of arbitration will be split 50/50 between the Owner and the Feeder.
- 10.04 This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors, assigns, executors and administrators.
- 10.05 The Feeder shall not assign or transfer this Agreement or any rights or obligations under this Agreement without first obtaining written permission from the Owner.

10.06 No assignment or transfer of this Agreement shall relieve the Feeder of any obligations under this Agreement, except to the extent that they are properly performed by the Feeder's permitted assigns.

10.07 Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed their hands and seals as of the date and year above written.

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Owner)

Where the Owner is a corporation

(Corporation's Name) ^(c/s)

Per:

(Name of Signatory)

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Feeder)

Where the Feeder is a corporation

(Corporation's Name) ^(c/s)

Per:

(Name of Signatory)

SCHEDULE "A"
DESCRIPTION OF THE CATTLE

Animal ID	Sex	Breed	Age	Brand OR Marking
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SCHEDULE "B"

Acknowledgement

The undersigned hereby acknowledges receipt of the Cattle and Supplies from _____ which shall be governed by the Agreement dated _____, 20__ made between the undersigned and _____.

Description of Cattle

(see Schedule "A" if completed, otherwise insert required information)

Services

(insert required information)

Dated this _____ day of _____, 20__.