

CUSTOM PASTURE 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 the 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 OWNER'S OBLIGATIONS

- 1.01 The Owner will deliver _____ Cows, _____ Calves, _____ Heifers and _____ Bulls, in total _____ animals, (the "Cattle") to the Feeder for pasturing at _____, (the "Pasture").
- 1.02 The Owner will deliver the Cattle to the Pasture, no earlier than _____, 20____. The Cattle shall be removed from the Pasture, no later than _____, 20____ (the "Term").
- 1.03 The Owner shall ensure that all Cattle delivered to the Feeder's Pasture are branded and tagged for identification.
- 1.04 The Owner will be responsible for all transportation costs of the Cattle, during the Term of this Agreement.
- 1.05 The Owner will ensure that all Cattle are vaccinated in accordance with the recommendations of the attendant veterinarian, or the recommendations of a veterinarian mutually agreed to by the parties (the "Veterinarian").
- 1.06 The Owner is responsible for the cost of any veterinary services (including veterinary transportation costs) and medicines or treatments provided to the Cattle during the Term.
- 1.07 The Owner will pay, at the time of signing this Agreement, a deposit of \$_____ per animal, in total \$_____ (the "Deposit") which will be held by the Feeder and applied against the final invoice at the end of the Term. The Deposit will be forfeited to the Feeder if the Agreement is terminated by the Owner less than 30 days prior to the commencement of the Term.
- 1.08 In the event that the Cattle, subject to an order by the Canadian Food Inspection Agency, are placed under quarantine 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.

SECTION 2.00 SERVICES PROVIDED BY THE FEEDER

- 2.01 The Feeder will feed and maintain the Cattle set forth on the attached Schedule "A" at the Pasture for the Term of this Agreement.
- 2.02 In the event that, in the Owner's sole discretion, the Pasture is providing insufficient feed for the Cattle, the Feeder shall provide the additional Feed necessary to meet the nutritional demands of the Cattle at the Feeder's cost.

- 2.03 The Feeder shall keep the Pasture in a condition that is satisfactory and safe for the purposes of keeping cattle, including keeping all fences surrounding the Pasture in good repair.
- 2.04 The Feeder will be responsible for the cost of providing salt and minerals for the Cattle, and further, shall ensure that salt and minerals are available to the Cattle at all times during the Term.
- 2.05 The Feeder will monitor and obtain treatment for any Cattle that are ill or injured and inform the Owner of any sick or injured Cattle under the Feeder's care.

SECTION 3.00 RIGHT TO INSPECT THE CATTLE

- 3.01 The Owner will have the right to inspect the Cattle at any time, without notice and without interference by the Feeder.

SECTION 4.00 ARBITRATION

- 4.01 Any disagreement that may arise between the Owner and the Feeder may be submitted to arbitration in the event a mutually satisfactory settlement cannot be reached. 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 shall be split 50/50 between the Owner and the Feeder.

SECTION 5.00 BREEDING BULLS

- 5.01 All bulls used for breeding shall be vaccinated in accordance with the recommendations of the Veterinarian, at the owner's cost. Furthermore, the owner of the bulls shall provide evidence of a breeding soundness evaluation, conducted by the Veterinarian, indicating that the bull(s) to be used for breeding are sound. The cost of all such tests and procedures are the responsibility of the owner of the bulls.

SECTION 6.00 PASTURING AND BREEDING CHARGES

- 6.01 The charge for pasturing of the Cattle for the duration of the Term is as follows:
- (a) _____ per day per animal; and
 - (b) _____ per season per calf.
- 6.02 The charge for breeding shall be \$_____ per cow or heifer.

- 6.03 The balance owing to the Feeder for pasturing and breeding, will be determined at the end of the Term or termination of this Agreement, whichever comes first, and all outstanding charges are due in full, prior to the release of the Cattle to the Owner.
- 6.04 There will be no additional charges, beyond the Deposit, for any Cattle that die during the Term of this Agreement.

SECTION 7.00 TERMINATION

- 7.01 The Owner or the Feeder may terminate this Agreement at any time by giving ____ days written notice in writing to the other party.
- 7.02 In addition to its rights available under section 3.07, 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.
- 7.03 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.

SECTION 8.00 GENERAL

- 8.01 Time shall be of the essence of this Agreement.
- 8.02 This document and the attached Schedule "A" contain the entire agreement between the parties. There are no undertakings, representations or promises express or implied, other than those contained in this Agreement.
- 8.03 No amendment or change to, or modification of this Agreement shall be valid unless it is in writing and signed by both parties, and specifically states the intention to affect this Agreement.
- 8.04 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

- 8.05 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.
- 8.06 Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible or liable for damages caused by the other party.
- 8.07 Nothing in this Agreement shall not constitute a joint venture or the Feeder as an agent, representative, partner, or employee of the Owner. Neither party shall have the right or power to bind or obligate the other in any way, manner, or thing whatsoever nor represent to anyone a right to do so.

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Owner)

Where the Owner is a corporation

(c/s)
(Corporation's Name)

Per:

(Name of Signatory)

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Feeder)

Where the Feeder is a Corporation

(c/s)
(Corporation's Name)

Per:

(Name of Signatory)

SCHEDULE "A"

Animal ID	Sex	Breed	Age	Brand OR Marking
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