

This agreement is entered into as of the _____ day of _____, 19____. _____ referred to hereinafter as owner, and _____ be referred to as feeder.

The Farmers Cooperative Society of Sioux Center, Iowa, will hereinafter be referred to as consultant. Others may be used as consultants upon the mutual agreement of both the owner and the feeder.

1. Feeder agrees to feed up to _____ head of feeder cattle pursuant to the terms and conditions of the agreement. It shall be the duty of the owner to deliver the cattle to the feeder's feedlot. Owner shall give feeder at least two days notice prior to the time that the cattle arrive or as agreed upon and will describe the cattle to feeder as to weight, health, and genetic background. By accepting the owner's cattle under the terms of this custom contract, feeder acknowledges that the condition and quality of the cattle are satisfactory and as represented by the owner.

2. Ownership. Title to the cattle shall at all times remain with the owner.

3. Duties. Feeder shall, with consultation from owner and consultant, perform the following with respect to the cattle:

- a. Care for the cattle in a good and workmanlike manner.
- b. Furnish all labor required to maintain the proper health, care and maintenance of the cattle.
- c. Furnish the proper buildings and/or facilities to house and care for the cattle.
- d. Feed the cattle in accordance with the rations and instructions provided by the owner and/or consultant.
- e. Keep the animals properly sheltered.
- f. Inspect the animals regularly and employ, limited but where necessary and at owner's expense, veterinarians to administer proper health care.
- g. Provide proper bedding and manure disposal.
- h. Implant and obtain weights of cattle pursuant to the owners instructions.

1. Sign all delivery and veterinary receipts showing evidence and accuracy of delivery.

4. Reimbursement for Costs of Production. Upon providing receipts in a form satisfactory to owner, owner shall reimburse feeder for all feed ingredients purchased from him including but not limited to grain, roughage, protein, vitamins, antibiotics, or other supplements. Feeder shall not be reimbursed for utilities, buildings, equipment, manure removal or labor.

5. Records. Feeder shall keep records in a form satisfactory to owner, which records shall report the daily amount and type of feeds consumed on a pen by pen basis and as requested by owner and/or consultant.

6. Health Report. Feeder shall periodically report to owner and consultant in a form satisfactory to owner the status of the health and condition of the cattle under the care of feeder. Feeder will provide a written death certificate and/or have dead animals posted as requested by owner. Owner will pay for posting. Death loss will be stood by the owner.

7. Compensation. The owner shall pay the feeder: _____ per head per day for starting cattle on bunk feeders during the months, or parts thereof, _____

Acceptance by feeder for payment of services rendered pursuant to this agreement shall be deemed to be a release of owner for any claim and liability that the owner may have to the feeder with respect to the cattle fed pursuant to this agreement.

There will not be any additional yardage fee for extra care necessary for sick animals.

Feeds will be priced as follows:

Chute charges: None

8. Interim Removal of Cattle. In the event that upon inspection owner and/or consultant should find evidence of neglect or mismanagement on the part of feeder, owner shall be entitled to remove all of the cattle, feed inventory and medication which has been paid for by owner from the feeder's premises and remunerate feeder for all services provided to date of delivery to the date of removal. The signs of neglect shall include, but not be limited to, thin cattle, unattended cattle, empty feed bunks or waterers, empty mineral feeders, neglected bedding areas, failure to provide parasitic control or other recognized signs of neglect.

9. Inspection rights. Owner and/or consultant shall have the right to enter the feeder's facilities at any time and inspect the cattle.

10. Sales. The decision to sell the cattle shall be made in the sole discretion of the owner. The feeder and the consultant agree to advise, and assist the owner on the marketability of the cattle and the status of the market. This is not limited to the actual sale of the cattle, but to include marketing tools such as futures, options, and showing the cattle to potential buyers.

11. Insurance. Feeder shall notify insurance representative to furnish certificates of insurance to owner for liability insurance stating that at least \$1,000,000 bodily injury and property damage is in effect. Feeder will have insurance covering lightning, fire, and other perils.

Feeder will be responsible for inventory losses from mysterious disappearance and will reimburse owner for each loss at a value equal to the average last weight of the cattle in the pen in question TIMES the current market value of cattle of said weight PLUS the average expense incurred per head since the previous computer report and that subsequent to the loss.

Death losses must be reported to the owner and insurance company within 24 hours of death or the loss will be considered the feeder's responsibility or mysterious disappearance.

Feeder shall, at his own expense and cost, procure and maintain insurance as required under the Workman's Compensation

Act, and employer's liability insurance. Feeder shall be responsible for all state and federal taxes on his employees and those of any subcontractors working through or under the feeder.

12. Payment to Secured Creditors. Feeder will notify owner of any liens on the feedstuffs or feeder's accounts. If any of the feedstuffs purchased from feeder are subject to any lien, owner is authorized to make all checks payable to feeder and the lienholder. Feeder will notify all applicable lienholders about this agreement, will furnish owner with proof of notification from said lienholders, and will obtain release of lien from said lienholder if feedstuffs are purchased by owner. Proof of notification shall indicate to whom joint payment shall be made to satisfy liens. Feeder agrees to cooperate with owner and owner's creditors to enable owner's creditors to perfect a security interest in owner's cattle and other property owned by owner which is located upon the premises.

13. Termination. This agreement may be terminated at any time by either party with or without cause upon 30 days written notice. This agreement is to be considered terminated when all cattle belonging to owner have been sold. Upon termination, all amounts due and owing to either party shall become immediately due and payable.

14. Identification of Cattle. Owner's cattle are to be eartagged or branded.

OWNERS

FEEDERS

