

GRAZING/FEEDING CONTRACT

Grazier/Feeder: John Doe

Cattle Owner: Robert Roe

This contract is for the purpose of custom grazing/feeding 500 to 700 lb open Holstein dairy heifers belonging to Robert Roe (referred to as "cattle owner") on property belonging to John Doe (referred to as "grazier/feeder"). This contract takes effect upon this date and remains in effect until the cattle are redelivered in October 2011.

1. Cattle owner will deliver April 5-15, 2011 approx. 211- 285 hd open Holstein dairy heifers, and pick-up same October 5-15, 2011. Delivery head count would vary with average in-weight per head, as example, below:
 - 275-285 hd if ave wgt is 500-550 lb
 - 250-260 hd if ave wgt is 550-600 lb
 - 230-240 hd if ave wgt is 600-650 lb
 - 211-220 hd if ave wgt is 650- 700 lb
2. Cattle owner will pay grazier/feeder a daily fee per head, based on average in-weight:
 - 500-550 lb at \$1.15/hd
 - 550-600 lb at \$1.26/hd
 - 600-650 lb at \$1.37/hd
 - 650-700 lb at \$1.49/hd
3. Cattle owner will pay a minimum payment of \$315/day from April delivery date to October pick-up date. Cattle owner will pay grazer/feeder monthly payments, billed the 1st of the month, due by the 10th of the month, starting May 1, 2011. Final settlement/payment will be due before the cattle leave the grazier/feeder property.
4. In the event that an account is past due and no arrangements for payment have been made, grazier/feeder to retain cattle to an amount equal to the amount of the outstanding balance.
5. Grazier/feeder retains the right to accept or reject cattle that do not meet the following criteria:
 - Only healthy, disease-free heifers that have a negative BVD test will accepted
 - Heifers over 5 months must have received brucellosis vaccination, with receipts upon request
 - Heifers must have been vaccinated and boosted with a modified-live 9-way vaccine, TSV-2, with receipts upon request
 - Heifers must have received Pastuerella vaccine, with receipts upon request
 - Heifers must be double ear-tagged
 - Heifers must be dehorned
6. Owner releases grazier/feeder from all liability for disease in cattle delivered.
7. Cattle owner will pay for any cattle treatments given, antibiotics administered, veterinary costs, plus \$3.00 chute charge per treatment.

8. Cattle owner will pay for all shipping, trucking, scale fees, health certificates, and any buyer fees.
9. Cattle owner will acquire an insurance policy on the cattle covering liability, theft, vandalism, fire, lightening, wind, storm, disease (this includes mad cow, hoof and mouth, mycoplasma, etc) and/or any other peril, or be responsible for loss due to the same.
10. Cattle owner's animals will be kept separate from other animals on the pastures at all times. However leader steers may be required to be with the heifers to train them to the new environment.
11. Cattle owner will assume death loss of up to 2%. Cattle loss in excess of 2% will be split 50/50 between cattle owner and grazier based on fair-market-value. Fair market value will be considered, for this contract, as \$1.00/lb estimated live weight.
12. Cattle owner will be able to pick up the cattle, with a 30-day notice, if he feels they are not being cared for to this contract's specifications. Both parties need to reach an agreement regarding this matter at the time it may become an issue.
13. Grazier/feeder will provide and maintain the receiving facilities, treating facilities, grazing pastures, fences, watering systems, and shipping facilities.
14. Grazier/feeder will supply and hand-feed a grain-mix starter ration for the first approx. 5-10 days; supply and hand-feed a custom salt/mineral mix with bovatec (Monensin at 3600 g/ton) at a rate of 1.5 ounce/head/day; will supply and administer fly control.
15. Grazier/feeder's goal is to have the heifers gain 1.6 to 1.75 lbs/head/day between April 15 and October 5, 2011. Heifers can be weighed at entry and at shipment from the pasture.
16. If a situation arises which the cattle owner and grazier/feeder can not agree upon and resolve, the disagreement will be refereed/arbitrated with a third party mutually chosen by the owner and grazier/feeder.

Accepted by:
Grazier/feeder: _____ Date: _____

Cattle owner: _____ Date: _____