

Elmartin Farm
Beef Cattle Feeding Agreement

This Beef Cattle Feeding Agreement, hereafter called “**Agreement**,” made by between the following Parties to become effective on the date of acceptance by Elmartin Farm.

Name: _____

if a corporation or other legal entity, organized in the State of _____

Address: _____

City/St/Zip: _____

Telephone #: Land: _____ Mobile: _____

Email Address: _____

(The above information is critical for compliance with Section 8.2 Legal Notice and emergency notices)

NAMES & ADDRESSES OF ALL PERSONS WITH FINANCIAL INTERESTS IN CATTLE HEREIN
(Attach a separate page, signed by the Livestock Owner, if necessary)

hereafter referred to as the “**Livestock Owner**,” *and*

The Gus Martin Family, doing business as Elmartin Farm, 594 Windsor Road, Cheshire Massachusetts, hereafter referred to as “**Elmartin Farm**,” *also*

with both entities referred to as “**Parties**” when mentioned together, or “**Party**” when mentioned alone.

Whereas,

the Livestock Owner desires to raise beef cattle for sale or slaughter for Livestock Owner’s consumption or resale; and

Elmartin Farm has cattle raising know-how, suitable farm facilities, capacity, and a desire to raise beef cattle; and

the Livestock Owner desires to have Elmartin Farm raise the Livestock Breeder’s beef cattle,

therefore, the Livestock Owner & Elmartin Farm mutually agree to the following:

1. INDEPENDENCE:

The Livestock Owner and Elmartin Farm are independent entities, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party to this Agreement has authority to enter into agreements of any kind on behalf of the other, and neither party shall be considered the agent of the other, unless specifically stated by a separate agreement between the Parties.

2. SUCCESS:

The success of this Agreement depends upon TWO conditions; 1) that the Livestock Owner pays as defined in this agreement; and 2) that Elmartin Farm uses proper and adequate practices that are accepted by beef cattle herd owners.

3. CATTLE

- A. The cattle, _____ head, will be located and raised at Elmartin Farm, Cheshire Massachusetts.
- B. The Livestock Owner and Elmartin Farm will select an identification system for the cattle, such as ear tags, drawings, or other marking method, excluding painful branding, to identify Livestock Owner’s cattle.

4. TERM

The cattle will be (indicate) [] taken from Elmartin Farm’s cattle inventory, [] delivered by the Livestock Owner in good health on _____, and removed from the premises by _____, unless mutually agreed in writing by Livestock Owner and Elmartin Farm, or for reason of breach by the Livestock Owner.

5. THE LIVESTOCK OWNER AGREES TO:

A. Ownership: Warrant that s/he is the sole Owner of the cattle, or proves through a notarized document, that s/he has authority from the Owner(s) of the cattle, to entrust the cattle pursuant to this Agreement. The Owner assumes all risks and responsibilities for the cattle as would any other owner or rancher of livestock.

B. Cattle Purchase: Pay Elmartin Farm, in advance, for the purchase of cattle either 1) selected from Elmartin Farm’s cattle inventory, or 2) selected by Elmartin Farm for purchase from either an auction or private sale. Any advanced money remaining after purchase will be applied by Elmartin Farm to the first month’s/s Elmartin Farm Fees. Elmartin Farm charges a 20% fee, based on the cattle cost, for its outside buying service. Optionally, the Livestock Owner may directly purchase Livestock Owner’s own cattle, or directly ship in cattle from Livestock Owner’s own or other farm at which the cattle reside.

C. Monthly Fees: Pay Elmartin Farm monthly in advance on the first day of occupancy – pro-rated on a daily basis to the end of the month -- and on the first day of every month thereafter until the cattle is/are removed from the premises. The fees will be

- \$ _____ per head per day for feed, which may change monthly due to market price and
- \$ _____ per head per day for facilities, equipment, labor, management, and other operating costs for a total charge of
- \$ _____ per head per day, or
- \$ _____ per head per 30day normalized month which is \$ _____ per head per year.**

D. Other Fees: (Note: “Any” sums up to “all.”)

1. Pay any taxes and insurance pertaining to ownership of the cattle.
2. Pay any costs involved in moving the livestock to and from Elmartin Farm.
3. Pay any supplements, which the Livestock Owner desires fed specifically to its animal/s.
4. Pay any extra handling / requests by the Livestock Owner, which is optional for cattle growth
5. Pay any costs for veterinary visits, procedures, test, vaccines, medications, and certification of reason for death, if necessary for insurance.
6. Pay any disposal charges for dead animal carcasses.
7. Pay any other fee or assessment not listed above and not covered Elmartin Farm’s monthly fee.

E. Payment:

The Livestock Owner will pay Elmartin Farm, automatically, without a statement, monthly in advance, by credit or debit card for services, as defined below, to be rendered, plus for any extra service, supplements, or hauling, which the Livestock Owner requests to have performed to the Livestock Owner’s cattle, or for the Livestock Owner, per se. The Livestock Owner will be responsible for the direct payment to all third party entities, which included but is not limited to those mentioned in “Other Fees” above. Under no circumstances will Elmartin Farm accumulate and pass-through third party bills via Elmartin Farm’s monthly fee, nor will Elmartin Farm extend credit on its monthly fee, though it may consider barter.

F. Non-Payment:

The Livestock Owner understands that under Massachusetts law Elmartin Farm has a lien-able interest in the Livestock Owner’s cattle when “Payment” due to Elmartin Farm, as defined above, is not made.

6. ELMARTIN FARM AGREES TO:

A. Nutrition: Provide a properly balanced ration; including energy, protein, minerals, vitamins, and adequate water from the date of delivery until the cattle are removed from the premises.

B. Facilities: Provide facilities adequate to shelter the cattle during inclement weather plus all equipment required to care for and feed them.

C. Labor & Management: Provide labor and management for the cattle plus normal miscellaneous on-farm operating costs except as specifically provided in other sections of this Agreement.

D. Owner's Inspection: Allow for the inspection of the cattle and facilities at anytime upon request of the livestock owner or the owner's representative.

E. Veterinarian: Arrange for all required veterinarian services including, if necessary, certifying the reason for death loss; and to arrange for appropriate disposal of the animal's carcass and notify the livestock owner, as soon as practical, of any death loss or health concerns of the cattle.

F. Health: Deliver the cattle in a healthy condition to the Livestock Owner upon the expiration of this agreement and final payment by the livestock owner; the owner, or owner's representative, taking possession.

DISCLAIMERS

1) Elmartin Farm does not guarantee, assure, or insure 1) the on-going health or life of any cattle, 2) the live weight at time of slaughter, 3) the carcass weight after slaughter, 4) the dressed meat weight after butchery, or 5) the meat taste. Too many growth and tissue quality factors are determined by genetics, which are beyond Elmartin Farms control. Further, Elmartin Farm does not guarantee, assure, or insure the monetary value of the meat per pound after butchery as this price varies with market and season.

2) Elmartin Farm is not responsible for all "Acts of Nature" such as lightning, as one but not all examples. The Livestock Owner's cattle are range/grass fed and are exposed to elements, which cannot be controlled by Elmartin Farm, or impossible / not prudent to undertake such as rounding up a herd of cattle in a severe, unexpected, electrical storm.

3) Elmartin Farm is also not responsible for a cattle's self-inflected injury or death, or inflected injury or death caused by another animal, vehicles running off the road, vandals, or other person outside of Elmartin Farm's control.

4) Beef cattle are economic entities with risks assumed and accepted by the Livestock Owner over whom Elmartin Farm has no influence other than to advise in matters such as insurance and proper veterinary to mention a few, but not all matters. Therefore, it is possible, despite proper management and advice by Elmartin Farm, that the Livestock Owner achieves less than expected returns on investment, or loses the entire investment if left uninsured.

5) In summary, the Livestock Owner faces the same risks that farmers do, daily.

7. THE LIVESTOCK OWNER AND ELMARTIN FARM JOINTLY AGREE THAT:

A. Exclusivity: Cattle ownership remains at all times with the Livestock Owner. No cattle may be sold or removed from the premises by Elmartin Farm, or a third party, without a signed document by the Livestock Owner, or the Owner's representative, authorizing the sale/removal of specified animals, except in breach for non-payment whereby Elmartin Farm may exercise all legal rights to satisfy payment.

B. Early Sale:

a) Assignment: The Livestock Owner has the right to sell his/her cattle and assign this Agreement, with the permission of Elmartin Farm, which permission will not be unreasonably withheld, at any time with the new owner being obligated to the financial performance, INCLUDING PAST DUE CHARGES related to of this Agreement.

b) Apportionment: Optionally, the Livestock Owner may sell a portion, or portions, of his/her cattle to this Agreement in which case the obligations for the financial performance of this Agreement remain solely with the original Livestock Owner. Elmartin Farm reserves the right to inform the new partial owner/s WHO MUST BE LISTED BY AMENDMENT TO THE PREAMBLE TO THIS AGREEMENT of then existing past due fees owed by the Livestock Owner which might imperil the new partial Livestock Owner's investment or ability to retain possession of the cattle. Under no circumstance will Elmartin Farm assume the role as manager of a fractional ownership or distributor of resulting meat.

C. Change of Farms: This Agreement is for a fixed term upon which Elmartin Farm schedules and orders its operation. Notwithstanding, there are reasons such as Livestock Owner's relocation, which require the need to relocate the Livestock Owner's cattle. In this situation, for the purposes of maintaining a steady operation and cashflow, Elmartin Farm requires 90 days prior notice of intent to move. For moves with lesser notice, as liquidated damages for each day short of the 90 days, an amount equal to 50% (.50) of the Daily Fee will be due Elmartin Farm by the Livestock Owner. For a move without notice, as liquidated damages there is payment equal to 45 days (90/2) which is equals the Livestock Owners security deposit.

D. Breach for Convenience: The Livestock Owner may desire or need to quit this Agreement for financial or other reasons, that do not need to be explained Elmartin Farm. In this situation, the Livestock Owner should first attempt an Early Sale assignment, as described above, to recover invested money.

Failing either to undertake an Early Sale or to achieve success after attempting, the Livestock Owner may approach Elmartin Farm for one of two purposes:

a) Elmartin Sale: To have Elmartin Farm attempt selling the animal and assigning this Agreement to a new buyer. With success, the Livestock Owner will pay Elmartin Farm directly from the gross sale amount, a commission of 25% for the sale animal in addition to any outstanding amounts due to Elmartin Farm by the Livestock Owner.

b) Elmartin Buy-Back: To have Elmartin Farm buy back the cattle and this Agreement; however, Elmartin Farm is under no obligation to do. Should Elmartin Farm agree to buy back the animal and contract, Elmartin Farm will do so under the following arrangement:

Elmartin Farm will add the initial cost of the cattle, if any, to all fees paid and/or owed to Elmartin Farm and will then multiply the totaled by 60% (.60) to arrive at the Gross Agreed Price. This amount, in turn, will be reduced by any outstanding amounts due to Elmartin Farm by the Livestock Owner to arrive at the Net Agreed Price due to the Livestock Owner. The Net Agreed Price will be paid monthly to the Livestock Owner in equal payments, of which the amount being determined by dividing the Net Agreed Price by the number of months for which this Agreement was in effect prior to the effective date of Breach for Convenience. If Elmartin Farm desires to payback the Livestock Owner sooner than this schedule requires, though there is no obligation, Elmartin Farm may do so for its convenience and benefit. "Other Fees," as described in 5D, paid by the Livestock Owner will not be included in the above calculations; "Other Fees" owed by the Livestock Owner must be paid by the Livestock Owner prior to or at the closing for Elmartin Farm's buy-back agreement.

F. Breach: Non-payment by the Livestock Owner of fees owed resulting from this Agreement, which are not paid within fourteen (14) consecutive days after legal notice is given by Elmartin Farm will be a material breach of this Agreement. Non-performance by Elmartin Farm of its duties for the commonly accepted care and feeding for beef cattle, as proven with evidence by the Livestock Owner, which shall be served as a legal notice, that are not cured within three (3) working days will be a material breach of this Agreement. In either case, each Party may exercise it rights according to related, available laws.

8. GENERAL TERMS:

A. Non-Waiver / Severability: Either Party’s failure to exercise any right or provision of this Agreement will not constitute a waiver of such right or provision. If a court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid, the parties nevertheless agree that the court or arbitrator should endeavor to give effect to the Parties' intentions as reflected in the provision, and agree that the other provisions in this Agreement will remain in full force and effect.

B. Legal Notices: All legal notices pursuant to this Agreement shall be deemed delivered upon receipt by the party to whom such communication is directed -- United States Post Office First Class Certified Mail, return receipt, --at the addresses listing in the Preamble of this Agreement. Non-legal communications, including notices of emergencies regarding animal/s, may be made in person, by phone, or email. It is the Livestock Owner’s sole obligation to provide current contact information and an electronic mail address in his or her registration information. If the Livestock Owner fails to supply accurate contact information, or a working electronic mail address, or fails to update such information, all notices to the Livestock Owner shall be deemed to have been received THREE (3) DAYS after attempted delivery by mail, by phone, or by email to the most recent contact information provided by the Livestock Owner.

C. Jurisdiction: This Agreement is governed by the laws of the Commonwealth of Massachusetts. Both parties promise to abide by Massachusetts and federal laws regarding the owning, movement, and entrustment of farm animals. Any dispute regarding this Agreement, which cannot be resolved by mutual agreement by the Parties, will be resolved by arbitration as follows: The Livestock Owner and Elmartin Farm will each appoint a party to represent their interests and these two appointees will, in turn, appoint a third party. The three persons so chosen will then consider and decide on solutions to the points under dispute. The decision of the arbitrators will be final. Each party will pay for his/her own representative and the parties shall share equally for the third arbitrator.

D. Entire Agreement / Amendment: This Agreement sets forth the entire and only understanding between the Parties regarding the subject matter contained herein and therefore obviates all prior discussions, notes, and/or understanding between the Parties. No change or addition to this Agreement is valid unless stated in writing, signed by both Parties, and attached to this Agreement.

E. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

The Parties whose signatures appear below represent that they understand and accept this Agreement and that they are qualified -- legally, financially, and capably -- to enter into this Agreement.

LIVESTOCK OWNER	ELMARTIN FARM
Signature	Signature
_____ Name Printed	_____ Name Printed
_____ Date	_____ Date