

**AGREEMENT FOR PERFORMANCE BULL TESTING
SERVICES**

AN AGREEMENT MADE THIS _____ DAY OF _____, 20____

BETWEEN:

NAME: _____

ADDRESS: _____

CITY/TOWN: _____

POSTAL CODE: _____

PHONE NUMBER: _____

(Hereinafter referred to as the "OWNER")

AND

CATTLELAND FEEDYARDS LTD.
BOX 2265
STRATHMORE, ALBERTA
T1P 1K2
403 934 4030/403 934 4594(fax)

Located at SE 1/4, Sec 27, Rg 25, Twp 25, W4th

(Hereinafter referred to as "CATTLELAND")

BOTH PARTIES ABOVE AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. AGREEMENT DURATION

This agreement shall be in effect from the contract date until one year hence or until all the OWNER's bulls are sold and/or removed and all accounts settled with CATTLELAND. This agreement is intended for a period of one year, more or less, and new agreements must be signed and applied each year.

2. RESPONSIBILITY FOR CARE AND MAINTENANCE

CATTLELAND shall feed and care for the OWNER's bulls in accordance with the standards of care and responsibility which could be expected to show if the bulls were his own, and in accordance with the standards of care and responsibility generally accepted as good animal husbandry.

The following conditions are to be met:

- a) All bulls MUST carry tattoos that are clearly legible.

- b) The bulls will receive the following vaccines and preventive treatments (**regardless** of home vaccinations or treatments) upon arrival at Cattleland Feedyards Ltd:

Vaccinations:

7 Way Clostridial
IBR-PI3/BRSV/BVD (Modified Live Vaccine)
Hemophilus Somnus/Pasteurella Hemolytica
Ivomec (pour-on)

Preventive Treatments:

All bulls' temperature will be checked upon arrival.
- If temperature is \geq to 104.0 degrees F.--> Micotil will be administered

All bulls will be checked again on approximately Day 8 from arrival.
-If temperature is \geq to 104.0 degrees F.--> Micotil administered
-If < 104.0 degrees F.--> Biomycin 200 administered

Booster Vaccinations:

Start of Test - IBR-PI3/BRSV (MLV)

It should be noted that similar products may be substituted for any of the above if cost or efficacy is a factor, at CATTLELAND'S discretion.

- c) Any other treatments for sickness in the cattle will be applied at CATTLELANDS discretion and the cost of the product will be borne by the OWNER. CATTLELAND will determine if and when treatment is required. Labour costs are included in the yardage fee. Professional costs such as veterinarian's fees will be borne by the OWNER. All treatments are under the guidance of our own consulting veterinarian(s). Services provided by Veterinary Agra-Health Services Airdrie, Alta.
- d) CATTLELAND shall not be responsible for any losses arising from the restive nature or inherent vice of the animal or for any other matter which the CATTLELAND has no control. Insurance coverage will be the responsibility of the OWNER.
- e) CATTLELAND shall not be responsible for any injury or losses for services that have been contracted by the OWNER to someone other than CATTLELAND (i.e. clipping, semen testing, ultrasounding, etc.). CATTLELAND will ensure that the facility is in good order, provide any assistance where needed and periodically check that the bulls are not being mishandled. CATTLELAND cannot be held responsible for matters beyond the CATTLELAND'S control. It is recommended that the OWNER obtain a contract with those parties supplying outside services for the OWNER'S protection.
- f) Straw bedding or shavings will be supplied as required for the bull's comfort. It will be the responsibility of CATTLELAND to acquire and place the bedding at the OWNER's sole cost.
- g) It will be CATTLELAND'S responsibility to maintain the pens, where the subject bulls are located, in reasonable condition to allow for satisfactory performance of the bulls. Notwithstanding the above, it must be acknowledged that the bulls are housed in open pens and the conditions are those prevailing in Alberta feedlots.
- h) CATTLELAND agrees to allow and assist the OWNER and/or interested parties to view the bulls at all reasonable times.
- i) CATTLELAND will be responsible to supply scale facilities and manpower to individually weigh the bulls.

3. USE OF FEED AND MEDICATION PRODUCTS

All feed formulations will be prepared and fed at the discretion of CATTLELAND. The following is a general outline of ingredients that may be used:

Cereal Silage, Mixed Hay, Barley, Mill Run Pellets, Oats, Canola Meal, etc., and Supplement Mix containing minerals, vitamins, proteins, and medication if deemed necessary.

4. PRODUCT AND SERVICES COSTS

- a) A yardage fee will be as follows per bull per day and will be charged to the OWNER. This includes use of pen space, provision of potable water, health and management of cattle.

\$0.58 1-9 head
\$0.56 10-19 head
\$0.53 20-99 head
\$0.51 100-225 head
\$0.49 226-500 head

- b) All feed ingredients will be included in the ration at CATTLELAND'S cost. Processing of feed will be charged at the rate of \$13.50 per tonne. All drugs, vaccines, and medications will have a markup to cover shrink and handling. Bedding will be placed into pens at cost.
- c) A chute charge of three dollars (\$3.00) per animal will be charged for each application where an animal is put through chute or clipping stocks. Except for health treatments.
- d) It is advised that dehorning be done at home, but in the event that the OWNER advises CATTLELAND to perform this operation, a ten dollar (\$10.00) fee per animal will be charged.

5. TERMS

All products and services supplied to the subject cattle during each month will be invoiced to the OWNER at the end of each month.

ALL ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE.

Accounts must be paid in full or proper arrangements made with CATTLELAND at least seven (7) days prior to selling and/or removal from Cattleland Test Station. If payment or arrangements have not been made, CATTLELAND FEEDYARDS LTD will not guarantee that **any** bulls will be released in time to meet the required shipping date. CATTLELAND will not be responsible for any additional expenses incurred as a result of such actions. This will be strictly enforced.

It is clearly understood that CATTLELAND is operating under "THE LIVERY STABLE KEEPERS ACT" thus allowing the right of detention.

If accounts have not been settled by **July 1, 2010**, the OWNER agrees that CATTLELAND may sell the bulls and apply the proceeds of the sale to the feed and yardage account. The sale of bulls by CATTLELAND shall not be limited to sale as breeding stock.

IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS CREATED HEREIN THIS CONTRACT, WHEN PROPERLY EXECUTED, SHALL BE BINDING ON EXECUTIVES, ADMINISTRATORS, HEIRS AND ASSIGNS.

SIGNED AT _____, ALBERTA.

ON THE DATE OF _____, 20__

CATTLELAND FEEDYARDS LTD.

OWNER

WITNESS