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## Beef Cow Custom Feeding Agreement

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# Extension Extra

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## Beef Cow Custom Feeding Agreement

*Donald L. Peterson, Extension economist*

This document is intended to help a livestock feeder and a livestock owner clarify the terms of a custom feeding agreement and to commit those terms to a written contract.

This agreement, made on (date) \_\_\_\_\_, by and between the following:

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_,  
hereafter called the Livestock Owner, and

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_,  
hereafter called the Livestock Feeder, shall be for the purpose of feeding and caring for beef cows from  
(Date) \_\_\_\_\_ to (Date) \_\_\_\_\_ covering the period after weaning and prior to calving.

The cattle will be located at (legal description of location) \_\_\_\_\_  
\_\_\_\_\_

NAMES AND ADDRESSES OF ALL OTHERS WITH FINANCIAL INTERESTS IN COWS TO BE FED:  
(Attach a separate page, if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### THE LIVESTOCK OWNER AGREES TO:

1. Warrant that he/she is the sole owner of said cows or that he/she has authority from the owner(s) of said cows to entrust said cows pursuant to this agreement.
2. Deliver \_\_\_\_\_ head of beef cows in good health on (Date) \_\_\_\_\_ and remove them from the premises by (Date) \_\_\_\_\_;
3. Provide identification of cows by hot brand, freeze brand, ear tag, or other appropriate and mutually agreeable marking method;

4. Wean calves from said cows at least ten (10) days prior to the delivery of the same to the livestock feeder;
5. Pay the livestock feeder \$\_\_\_\_\_ per head per day for feed and \$\_\_\_\_\_ per head per day for facilities, equipment, labor, management, and miscellaneous operating costs for a total charge of \$\_\_\_\_\_ per head per day;
6. Upon delivery of said cows, make a downpayment of \$\_\_\_\_\_ to the livestock feeder, with the downpayment to be deducted from the last payment;
7. Pay \$\_\_\_\_\_ per head per day at the end of the first 30 days and every 30 days thereafter until the cows are removed from the premises;
8. Remove any cows that calve early within 10 days after calving and compensate the livestock feeder for additional expense and labor at the rate of \$\_\_\_\_\_ per calving plus veterinarian charges, if required;
9. Pay any taxes and insurance pertaining to ownership of said cows; and
10. Pay all costs involved in moving the livestock to and from the feeder's facilities.

THE LIVESTOCK FEEDER AGREES TO:

1. Provide a properly balanced ration, including energy, protein, minerals, vitamins, and adequate water from the date of delivery until the cows are removed from the premises;
2. Provide facilities adequate to shelter the cows during inclement weather plus all equipment required to care for and feed them;
3. Provide labor and management for said cows plus normal miscellaneous on-farm operating costs except as specifically provided in other sections of this agreement;
4. Allow for the inspection of said cows and facilities at anytime upon request of the livestock owner or the owner's representative;
5. Guarantee head count with any loss not accountable by carcass to be reimbursed to the livestock owner at \$\_\_\_\_\_ per cow;
6. Arrange for a veterinarian to certify reason for death loss and 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 said cows; and
7. Return said cows 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 at the feeder's facility.

THE LIVESTOCK OWNER AND LIVESTOCK FEEDER JOINTLY AGREE THAT:

1. Any veterinary charges for herd maintenance and treatment shall be paid by or shared as follows:  
\_\_\_\_\_;
2. Cost of providing vaccinations, if necessary, will be paid by or shared as follows;  
\_\_\_\_\_;

3. Veterinary charges for certification of reason for death shall be paid by or shared as follows:

\_\_\_\_\_;

4. Proceeds (costs) from disposal of dead animal carcasses shall be paid to (by) or shared as follows

\_\_\_\_\_;

5. The livestock owner is responsible for the first \_\_\_\_\_% of death loss with death losses in excess of \_\_\_\_\_% to be borne by or shared \_\_\_\_\_, except if negligence can be determined by mutual agreement or arbitration, the loss shall be borne by the negligent party;

6. Cow ownership remains at all times with the livestock owner, and no cattle may be sold or removed from the premises without a signed statement by the livestock owner or the owner's representative authorizing such removal of specified animals;

7. Other Provisions: (Attach additional sheet, if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The success of this agreement is dependent upon the condition that the Livestock Feeder carries out proper and adequate practices and that these practices shall be carried out as usually accepted by beef cowherd owners. Both parties promise to abide by all state and federal laws regarding the owning, movement, and entrustment of farm animals.

Any disputes regarding the terms and conditions of this agreement, if they cannot be resolved by mutual agreement, shall be resolved by arbitration as described below unless modified under "Other Provisions" above. The Livestock Owner and Livestock Feeder shall each appoint a party to represent their interests and these two appointees shall appoint a third party. The three persons so chosen shall 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, unless otherwise specified in "Other Provisions" above.

SIGNATURES

LIVESTOCK OWNER \_\_\_\_\_ Date \_\_\_\_\_

LIVESTOCK FEEDER \_\_\_\_\_ Date \_\_\_\_\_

WITNESSES:

Name \_\_\_\_\_ Name \_\_\_\_\_  
(Address) \_\_\_\_\_ (Address) \_\_\_\_\_  
(City) \_\_\_\_\_ (City) \_\_\_\_\_  
(State) \_\_\_\_\_ (State) \_\_\_\_\_

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