

Compilations from Actual Custom Calf and Heifer Raising Contracts

by

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(Note: the sample contract templates provided are for educational purposes only and do not constitute legal advice. Legal counsel should draw up the final contract to ensure that it is acceptable to all parties and appropriate for the state laws involved)

Death Loss Responsibility

Sample 1

The Owners will assume the financial consequences of death loss of calves up to 5% of calves delivered to the Calf Raiser for the duration of the raising period. The calf raiser shall reimburse the owners for any death loss over 5% at a rate of \$ xx per calf.

Sample 2

The Owner will assume the first one and one-half percent (1 ½ %) of death loss, and owner and custom feeder will share death loss thereafter, and share and share alike, (this value is the assessed 'in value' of \$ xx per lb of 'in weight' per head) except for losses caused by custom feeder's negligence, including electrical short, equipment injury (whether equipment is maintained properly or not). Any death loss, caused by direct action of custom feeder, will be custom feeder's responsibility, and shall be his loss alone.

Sample 3

A death loss of between 0% and 2% on heifers older than weaning age will be considered normal, with the owner assuming the loss. On calves up to weaning age a death loss of 0%-5% will be considered normal with the owner assuming the loss. Losses in excess of normal will be split 50/50 based on fair market value.

Date, Parties Involved

This agreement, dated the _____ day of _____ 2004, made between Sample Heifers, Country Road, Any Town, USA 00073 hereinafter referred as "GROWER" and Owner of Sample Heifers, _____ (name), _____ (address) hereinafter known as "DAIRY"

Date, Parties Involved, Rate

This contract is made this _____ (date) by and between _____ Heifer Farm (Grower) and _____ (Dairy)

The GROWER agrees to house, feed, breed, and provide ordinary care for the DAIRY'S heifers from the time of acceptance when they are _____ of age until the heifers reach _____ (pre-fresh or age) for the agreed price of \$ _____ per day.

Rate

The rate computation will be on _____ per pound of gain. A monthly fee of _____ per head will be assessed. When animals are returned to the DAIRY, the adjusted computation will be made to settle the account for each animal. The term of this contract shall be from _____ to _____ and shall be renewed from year to year

unless otherwise terminated in accordance with the provisions herein or amended in writing as mutually agreed upon. Any change in the per day price must be made in writing 120 days in advance of said price change.

Termination of Contract, Billing Agreement

Sample 1

Termination of this contract can be done at any time by mutual agreement in writing or by giving at least two (2) months' written notice from either party prior to the annual renewal date.

Dairy will be billed by the _____ of each month, and payment in full is due by the _____ of that month, unless prior arrangements have been made. Bills not paid in full at that time will be assessed a service charge of _____% or the rate of _____% per year. The DAIRY understands that (state) Statutes (statute number) provides for a lien by the GROWER on those animals until the DAIRY pays for the cost of such housing and feed expenses.

Sample 2

DAIRY agrees to allow GROWER to select enough heifers, at current market price, from his boarded group to pay the board bill if DAIRY can no longer pay his bill. If cattle have a lien against them, DAIRY will secure permission in writing from their lender for GROWER to be able to take possession of enough animals to defray board bill before heifers leave GROWER'S premises prior to beginning of boarding arrangement. For board bill, a maximum of 60 days overdue will be considered as the maximum grace period required before this agreement is nullified, and GROWER may sell a portion of the DAIRY'S heifers to pay the DAIRY'S balance.

Arbitration

Arbitration - The parties may refer any dispute arising under the terms of this contract hereto to an arbitrator, or, if one person cannot be found who is acceptable to both parties, each shall choose an arbitrator and the two so chosen shall choose a third. The majority decision of the arbitrator(s) shall be presented to both parties in writing. The arbitrator(s) shall have the power to make an award or determination on any issue that arises out of the contract, and it shall be binding on both parties

Time of Acceptance, Pre-arrival Conditions, or Dairy's Responsibilities

- 1 - DAIRY** must vaccinate their calves with _____ (vaccines) and/or give _____ (medications) _____ (number) days prior to departure as requested by the **GROWER** and according to local disease conditions.
- 2 - Animals** must be tagged with at least a 2-inch, visible ID on the front and back tag in the left ear as approved by the Holstein Association or PDHGA with the National ID number also imprinted. If another tag is to be put in the right ear, that tag must accompany the calf and be inserted by the GROWER. – **OR** – Animals must arrive with metal or plastic ear tags or freezes brands.
- 3 - DAIRY** will provide **GROWER** with birth date, past medical record, and any other information deemed necessary by the **GROWER**.
- 4 - DAIRY** must feed calf adequate colostrum. Four quarts of quality colostrum within the first 4 hours of birth is required.
- 5 - DAIRY** must dip navel immediately after birth and at **LEAST** one more time before the calf is picked up.
- 6 - DAIRY** must maintain an annual herd vaccination program as agreed upon by the DAIRY, GROWER, and the **GROWER'S** veterinarian.
- 7 - DAIRY** also agrees to have heifers either tested BVD-PI negative before arrival or pay for such services to be done by the GROWER. Any animal found to be **POSITIVE** for BVD-PI will be retested, at the DAIRY'S expense, and, if found positive again, will be sold for slaughter.
- 8 - Calves** arriving older than two months must also be dehorned and, if heifers are older than six months, vaccinated for brucellosis with a modified nine-way vaccine and have extra teats removed. GROWER will charge the DAIRY to provide these services if they are not done before arrival.

9 - DAIRY needs to inform his insurer and lender of the location of his boarded heifers to fulfill their legal requirements. **DAIRY** shall maintain insurance on all of his animals at the **GROWER'S** farm.
10 - GROWER reserves the right to reject any calf.

Pick-up and Delivery of Animals

Pick-up and delivery of the animals is the responsibility of _____. Animals will be picked up and delivered on _____.
– **OR** – Pick-up and delivery of animals will be made by the mutual consent and satisfaction of both parties.

Breeding

DAIRY is responsible for all semen and arm service costs and will be billed directly by the breeding service as they designate. **DAIRY** is also encouraged to select semen for his or her own heifers or to designate a breeding technician to do so.
– **OR** – Artificial insemination of heifers to calving ease bulls under \$12.00 (retail) price will be included in the daily charge.

Grower's Responsibilities, Services, and/or Supplies Provided

- 1 - GROWER** will provide to the **DAIRY** every month, a complete inventory of **DAIRY'S** animals and their status. Such a report will contain, but is not limited to, identification, birth date or age, and breeding information.
- 2 - GROWER** will accept ordinary veterinarian costs for calves to be vaccinated, dewormed, and pregnancy checked. Calves arriving within the first month of age will also be dehorned and have extra teats removed without any extra charge. **GROWER** agrees to administer the following vaccines:
 - a) Bovishield 4 + L5 and Brucellosis given between 4 and 8 months of age,
 - b) Bovishield 4 + L5 given 3 to 4 weeks before breeding,
 - c) any other vaccines deemed necessary by the **CONTRACTOR'S** veterinarian.
- 3 - DAIRY** will be consulted when there is other veterinarian work to be performed on his animals, and both the **DAIRY** and the **GROWER** will decide on a course of action. The **DAIRY** pays for subsequent treatment.
- 4 - GROWER** will conduct all heat detection at the **GROWER'S** discretion.
- 5 - GROWER** will be responsible for having heifers pregnancy checked at about 40 days following last breeding.
- 6 - Heifers** bred two times AI or heifers more than 16 months of age and still not confirmed pregnant will be grouped with a bull provided by the **GROWER**.
- 7 - Any other** breeding services, i.e., ET work, may be done upon agreement between the **DAIRY** and the **GROWER**.
- 8 - Any** animal not desired to be returned to the **DAIRY** must be designated, in writing, at least 60 days prior to departure date. **GROWER** will try to sell such designated animals for a mutually agreed upon price. If animal is not sold by 1 month pre-fresh, the animal will be returned to the **DAIRY**.

The GROWER'S liability for any act or omission of **the GROWER** is limited to the cost of the feed and housing of the animal while in the **GROWER'S** care. Historical death loss for **the GROWER** has been less than 5% for many years. In the event of any deaths of **DAIRY'S** animals, a necropsy of said animal will be conducted to establish cause of death, and a written report will be given to the **DAIRY**.

– **OR** – If death rate exceeds 3% on all animals in the **GROWER'S** care per year, each client will be credited for those losses above 3%, the per day charges, plus \$150 per animal.

The GROWER will make every effort to prevent the spread of disease or provide warranty of such. The **DAIRY** needs to understand that with co-mingled animals from various other farms, diseases can be spread that are undetectable to the **GROWER**.

DAIRY always has the right to inspect his animals at any time he feels necessary. Calling ahead to make an appointment is recommended and appreciated.

– **OR** – If **DAIRY** wants to inspect his animals, an appointment made in advance is required.

Agreement is Binding

The agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, or assigns. This contract replaces all previous contracts between the DAIRY and the GROWER.