

DIRECT CONTRACT FOR RAISING REPLACEMENTS

_____ COUNTY _____ DAIRYMAN

_____ GROWER

CLAUSE I: PARTIES INVOLVED: This contract is entered into this _____ day of _____, 20____; between _____, the grower of _____, County of _____, State of _____; and _____, the dairyman of _____, County of _____, State of _____.

CLAUSE II: TERM OF CONTRACT: The term of this contract shall be from the _____ day of _____, 20____, to the _____ day of _____, 20____, and shall be automatically renewed from year to year unless otherwise terminated in accordance with the provisions herein or amended in writing as mutually agree upon.

The dairyman agrees to furnish the grower with the heifer calves listed on the description sheet attached hereto and made a part hereof.

The dairyman agrees to assume all legal responsibility as owner of the animals listed on the attached Description Sheet and will not hold the grower liable for injury or death losses to the animals, except those due to negligence on the part of the grower.

CLAUSE III: TERMINATION OF CONTRACT: This contract may be terminated at any time by mutual agreement in writing or by at least three months written notice from either party prior to the annual renewal date. The animals on hand will be finished out or disposed of by the written terms in the contract.

CLAUSE IV: ARBITRATION: Any dispute arising under the terms of this contract may be referred by the parties hereto to an arbitrator, or if one person cannot be found who is acceptable to both parties, then each shall choose an arbitrator and the two chosen shall select 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 which arises out of the contract and it shall be binding on both parties. The expense of the arbitrator(s) shall be divided equally between the parties. Pending final decision of a dispute hereunder, the parties hereto shall proceed diligently with the performance of the contract.

CLAUSE V: THE GROWER: The grower agrees to pick up the heifer calves at _____ days of age. These animals will be listed on the description sheet.

CLAUSE VI: ADDITIONAL ANIMALS: Additional animals may be added to this contract and all conditions of the contract shall apply to the additions. Both parties shall initial entries and exits on the description sheet of all original and additional animals.

CLAUSE VII: OTHER CONSIDERATIONS: The DAIRYMAN further agrees to:

1. Pay for all registration costs and retain registration certificates when registered animals are involved.
2. Bear the transportation expenses of moving the heifers from the grower's farm to the dairyman's farm.

The GROWER further agrees to:

1. Bear transportation expenses of moving the heifers from the dairyman's farm to the grower's farm.
2. Pay veterinarian fees and medication bills for non-routine treatment.
3. Have heifers vaccinated if requested by the dairyman.
4. Dehorn all animals at earliest convenience.
5. In case of death (of an animal listed on the description sheet) for any reason not covered by insurance, the grower will credit the dairyman with 100 percent of total fee paid by the dairyman on said animal. This clause is null and void if the animal is not picked up by specified time.

The dairyman shall have the privilege of inspecting the growing animal at regular intervals convenient to both parties.

CLAUSE VIII: PICK UP OF HEIFERS: The dairyman shall pick up said animals at approximately ____ months of age. The date of pick-up will be established for both parties by using the birth date of the calf and monthly payment will be handled in this manner: The dairyman will pay the grower at a rate of _____ per day, payable at _____ per month. Payment is to be made on _____ of each month.

Witness the hand of the undersigned parties of this

_____ day of _____, _____

_____ GROWER

_____ DAIRYMAN