



FEEDER AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BETWEEN:

a body corporate having its registered office at \_\_\_\_\_ in the Province of Saskatchewan, ("the Association")

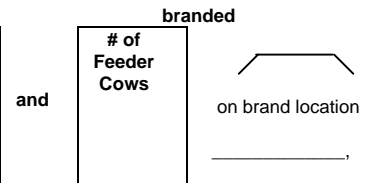
- AND - \_\_\_\_\_ (FULL LEGAL NAME)

of \_\_\_\_\_, in the Province of Saskatchewan, ("the Feeder")

WHEREAS:

A. The Association has purchased certain cattle described as follows:

Table with 5 columns: Weight categories (< 500 Lbs., 500 - 700 Lbs., 700 - 900 Lbs., > 900 Lbs., Total) and rows for # of Heifers and # of Steers.



through Licensed Dealer \_\_\_\_\_, Invoice Date \_\_\_\_\_, Invoice # \_\_\_\_\_; through Licensed Dealer \_\_\_\_\_, Invoice Date \_\_\_\_\_, Invoice # \_\_\_\_\_; through Licensed Dealer \_\_\_\_\_, Invoice Date \_\_\_\_\_, Invoice # \_\_\_\_\_; herein called "the cattle"

and:

B. The Feeder (a member of the Association) has agreed to accept the cattle for growing or finishing in accordance with the bylaws and resolutions of the Association, The Farm Financial Stability Act ("the Act") and the regulations thereunder

at a cost of \$ \_\_\_\_\_ to be repaid according to the Act and regulations.

THE PARTIES AGREE AS FOLLOWS:

1. The Feeder hereby covenants and agrees:

- (a) that the Association is the owner of the cattle and the Feeder shall not have the right to use the cattle as collateral or security or encumber title thereto in any manner whatsoever; (b) to feed the cattle and make the cattle ready for market for no fee under the direction, supervision and advice of the local supervisor of the Association or of the Provincial Supervisor appointed pursuant to the Act, at section \_\_\_\_\_, township \_\_\_\_\_, range \_\_\_\_\_, west of the \_\_\_\_\_ meridian in the Province of Saskatchewan, the nearest town being \_\_\_\_\_ or in a commercial feedlot commonly known as \_\_\_\_\_ from the date hereof until all loans, including interest, made by the lender to the Association for the purchase of the cattle have been paid in full; to obtain authorization from the Association before moving the cattle from the above location; and, to waive all rights to a lien under The Animal Products Act for the cattle; (c) to ensure that all of the cattle are processed and to maintain the health of the cattle and to pay the entire cost of the same; (d) to notify the local supervisor immediately of any death losses or of any sick, diseased or crippled cattle; (e) to notify the Association when any cattle are to be sold, and to ensure that all proceeds from the sale of any of the cattle are paid directly to the Association; (f) to save and keep harmless and fully indemnify the Association from and against all manner of actions, claims and demands which the Association may at any time hereafter suffer, sustain or be put to, for or by any reason whatsoever or on account of anything in any matter relating to the cattle or as a result of the sale thereof; (g) to pay all custom feeding charges pertaining to the cattle as required in the Act; and (h) to indemnify the Association for any money owed by the Association to the lender as a result of any loans taken by the Association to purchase the cattle pursuant to the Act.

2. The Association agrees to pay the Feeder that part of the net amount received by the Association from the sale of the cattle which exceeds: a) the amount owing to the lender for which the Feeder has indemnified the Association under this and similar feeder and breeder agreements; b) any costs, fees or expenses incurred by the feeder association with respect to the feeder; and c) other costs as specified in the regulations.

3. The Association and the Feeder covenant and agree that:

- (a) if in the opinion of the local supervisor of the Association, proper care and feeding of the cattle is not being provided by the Feeder, or in the event the Feeder has not delivered the cattle for marketing in accordance with this Agreement or in the event the Feeder becomes insolvent or bankrupt or in the event of any other breach or non-observance of any of the provisions of the Agreement or of the Act or regulations thereunder, the Association may enter upon the Feeder's land to take possession of the cattle and may remove and sell the cattle; (b) where cattle that are subject to this Agreement are being kept together with cattle that are subject to other feeder agreements or breeder agreements between the Association and one or more other Association members, and the cattle relating to each agreement are not uniquely identified by brands of the Association, as shown above in part A, or by brands of the individual members at the time of inspection, such cattle or the proceeds of any sale of such cattle may, at the discretion of the Association, be attributed to the several Agreements on a pro rata basis; and (c) there are no representations, conditions or terms of the Agreement between the parties other than those expressed herein in writing.

4. This Agreement is subject to the Act and the regulations thereunder, as amended or substituted from time to time.

5. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

6. THE FEEDER HEREBY CERTIFIES THAT THE FOLLOWING CATTLE WERE PURCHASED:

- (a) # \_\_\_\_\_ head from the Feeder, the Feeder's company, or a person who shares the same farm operation; (b) # \_\_\_\_\_ head from the Association and the Feeder (transfer from Breeder option); (c) # \_\_\_\_\_ head from the Association and \_\_\_\_\_ (an Association member other than the above Feeder); (d) # \_\_\_\_\_ head from a Public Auction located at \_\_\_\_\_ (city, town or RM) OR; (e) # \_\_\_\_\_ head from the above licensed dealer, who purchased the cattle from \_\_\_\_\_ (previous owner).

IN WITNESS WHEREOF the Feeder has executed this Agreement and the Association has executed this Agreement by its proper officers both as of the day and year first above written.

Feeder (personal signature or Power of Attorney)

Association Board Member

Association Signing Officer

CERTIFICATION: I certify I have inspected the cattle and the number and type of cattle stated above is correct and they all carry the brand indicated.

Local Supervisor Signature

Date

## SCHEDULE A FEEDER AGREEMENT

### *Purpose*

The *Schedule A Feeder Agreement* (CF15) must be completed each time the association requests an advance for the purchase of eligible feeder cattle on behalf of a member. The *Schedule A Feeder Agreement* is a personal covenant whereby the member agrees to indemnify the association for the entire amount of the advance and interest, regardless of returns from the sale of the cattle or if a guarantee payment has been made.

### *Policies and Procedures*

- 1) The member named at the top of the *Schedule A Feeder Agreement* is the only person who can sign as “the Feeder”, unless an *Enduring Power of Attorney* (see form CF13) has been issued by the member.
- 2) When completing the *Schedule A Feeder Agreement*, feeder cows may not be combined on the same *Schedule A Feeder Agreement* with feeder steers or heifers – a separate *Schedule A Feeder Agreement* must be completed.

### *Completion*

The *Schedule A Feeder Agreement* must include the:

- date the form is completed;
- name and registered office of the association;
- name and nearest town/city of the member;
- number and kind of animals (e.g. steers, heifers, cows); weight category, brand and location, cost, and invoice details;
- name and/or number of the licensed dealer;
- cost of the cattle;
- location of the cattle, whether they are being fed at home or in a custom feedlot or community pasture (Section 1[b]); **and**
- previous owner of the cattle (Section 6):

The purpose of Section 6 of the *Schedule A Feeder Agreement* is to identify the source of the cattle being purchased by the association. This information is necessary to ensure that purchases are being made within program regulations. When completing this section, the local supervisor must select one of the following options:

---

THE FEEDER HEREBY CERTIFIES THAT THE FOLLOWING CATTLE WERE PURCHASED:

- a) # \_\_\_\_\_ head from the Feeder, the Feeder's company, or a person who shares the same farm operation;
- Option a) states that the association is purchasing non-association feeder heifers, feeder steers, or feeder cows that were owned by the member, the member's company, or any person who shares the same farm operation. This option can be selected using a checkmark or by indicating the number of head being purchased by the association from the member. For details, refer to page G-9.
- b) # \_\_\_\_\_ head from the Association and the Feeder (transfer from Breeder option);
- Option b) states that the association is transferring calves owned on behalf of a member in the breeder option to the account of the same member in the feeder option. This option can be selected using a checkmark or by indicating the number of calves transferred to the feeder option. For details, refer to page G-11.
- c) # \_\_\_\_\_ head from the Association and \_\_\_\_\_ (an Association member other than the Feeder);
- Option c) states that the association is transferring feeder cattle owned on behalf of one member to the account of a second member of the same association. Selection of this option requires the name of the member from whom the cattle are being purchased.
    - i) *Transfers Between Different Options* – Pregnant heifers being transferred from the feeder option to the breeder option or calves being transferred from the breeder option to the feeder option can be transferred for 100% of the fair market value of the cattle. For details, refer to pages G-10 to G-11.
    - ii) *Transfers Within the Same Option* – Cattle cannot be transferred within the same option between members who share the same farm operation. For details, refer to page G-12.
- d) # \_\_\_\_\_ head from a Public Auction located at \_\_\_\_\_ (city, town or RM);
- Option (d) states that the association is purchasing non-association feeder heifers, feeder steers, or feeder cows from a public auction. Selection of this option requires the location of the public auction.
- e) # \_\_\_\_\_ head from the above licensed dealer, who purchased the cattle from \_\_\_\_\_ (previous owner);
- Option e) states that the association is purchasing feeder heifers, feeder steers, or feeder cows from a producer who is not a member of the association. Selection of this option requires the name of the previous owner (the producer who previously owned the cattle), not the name of the licensed dealer. The local supervisor must ensure that the licensed dealer includes the name of the previous owner of the cattle on the invoice to the association.

### ***Signing the Form***

- 1) The *Schedule A Feeder Agreement* must be signed by the local supervisor, the feeder member on whose behalf the cattle are being purchased (or an authorized Power of Attorney), and a board member and/or an association signing officer (if required by the lender).
- 2) In the event cattle are being purchased on behalf of the local supervisor or his/her family, a board member must carry out the duties of the local supervisor and sign as local supervisor.
- 3) If the association does not want to require a board member to sign all *Schedule A Feeder Agreements*, more frequent board meetings must be held, as outlined in item 4 on page G-8.
- 4) For additional details about the proper signing of *Schedule A Feeder Agreements*, refer to pages G-7 to G-8: Signing Feeder/Breeder Agreements (Schedules A and B).

#### **Note**

*C Schedule A Feeder Agreements must be completed in full before any party to the agreement signs the document.*

*C Pre-signing of blank documents by any party is strictly forbidden.*

### ***Distribution***

- 1) Following completion of the *Schedule A Feeder Agreement*, the association forwards the lender's copy and the provincial supervisor's copy to the lender, along with a copy of the invoice(s) and any other supporting documentation.
- 2) The five copies of the *Schedule A Feeder Agreement* are distributed as follows:
  - Yellow - feeder association's copy
  - Pink - lender's copy
  - White - provincial supervisor's copy
  - Green - feeder member's copy
  - Blue - local supervisor's copy