



BREEDER AGREEMENT made this \_\_\_ day of \_\_\_, 20\_\_\_ BETWEEN:

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

- AND - of \_\_\_ (FULL LEGAL NAME) in the Province of Saskatchewan, ("the Breeder")

WHEREAS:

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

Branded

\_\_\_ bred heifers, \_\_\_ bred cows, \_\_\_ cows & \_\_\_ calves,

On brand location

through Licensed Dealer \_\_\_, Invoice Date \_\_\_, Invoice # \_\_\_;

through Licensed Dealer \_\_\_, Invoice Date \_\_\_, Invoice # \_\_\_;

through Licensed Dealer \_\_\_, Invoice Date \_\_\_, Invoice # \_\_\_;

herein called "the breeding stock"

and:

B. The Breeder (a member of the Association) has agreed to accept the breeding stock 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 Breeder hereby covenants and agrees:

- (a) that the Association is the owner of the breeding stock and their offspring until sold and the Breeder shall not have the right to use the breeding stock or their offspring as collateral or security or encumber title thereto in any manner whatsoever;
(b) to feed and maintain the breeding stock and their offspring in good health and make the offspring 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 breeding stock have been paid in full; to obtain authorization from the Association before moving the breeding stock or their offspring from the above location; and, to waive all rights to a lien under The Animal Products Act for the breeding stock and their offspring;
(c) to ensure all offspring of the breeding stock are marked with the Association mark as required by the regulations;
(d) to notify the local supervisor immediately of any death losses or of any sick, diseased or crippled breeding stock or offspring;
(e) to notify the Association when any breeding stock or offspring are to be sold, and to ensure that all proceeds from the sale of any of the breeding stock or their offspring 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 breeding stock or their offspring or as a result of the sale thereof;
(g) to pay any custom feeding charges pertaining to the breeding stock and their offspring 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 breeding stock pursuant to the Act.

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

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

- (a) if in the opinion of the local supervisor of the Association, proper care and feeding of the breeding stock and their offspring is not being provided by the Breeder, or in the event the Breeder has not delivered the breeding stock or their offspring for marketing in accordance with this Agreement, or in the event the Breeder 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 Breeder's land to take possession of the breeding stock and their offspring and may remove and sell the breeding stock and their offspring;
(b) where cattle that are subject to this Agreement are being kept together with cattle that are subject to other breeder agreements or feeder 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 BREEDER HEREBY CERTIFIES THAT THE FOLLOWING BREEDING STOCK WERE PURCHASED:

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

IN WITNESS WHEREOF the Breeder 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.

Breeder (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's Signature

Date

## SCHEDULE B BREEDER AGREEMENT

### ***Purpose***

The *Schedule B Breeder Agreement* (CF16) must be completed each time the association requests an advance for the purchase of eligible breeding stock on behalf of a member. The *Schedule B Breeder Agreement* is a personal covenant whereby the member agrees to indemnify the association for the entire amount of the loan and interest, regardless of returns from the sale of the breeding stock and their offspring.

### ***Policies and Procedures***

- 1) The member named at the top of the *Schedule B Breeder Agreement* is the only person who can sign as “the Breeder”, unless an *Enduring Power of Attorney* (see form CF13) has been issued by the member.

### ***Completion***

The *Schedule B Breeder 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 animal (e.g., pregnant heifer, cow, cow-calf pair); brand and location, cost, and invoice details (as applicable);
- name and/or number of the livestock dealer;
- location of the breeding stock, whether they are being fed at home or in a custom feedlot or community pasture (Section 1[b]).
- cost of the cattle; **and**
- source of the cattle (Section 6):

The purpose of Section 6 of the *Schedule B Breeder 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:

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THE BREEDER HEREBY CERTIFIES THE CATTLE WERE PURCHASED FROM:

- a) # \_\_\_\_\_ head from the Breeder, the Breeder's company, or a person who shares the same farm operation;
- Option a) states that the association is purchasing non-association pregnant heifers 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 Breeder (transfer from Feeder option);
- Option b) states that the association is transferring pregnant heifers owned on behalf of a member in the feeder option to the account of the same member in the breeder option. This option can be selected using a checkmark or by indicating the number of pregnant heifers transferred to the breeder option. For details, refer to page G-10.
- c) # \_\_\_\_\_ head from the Association and \_\_\_\_\_ (an Association member other than the Breeder);
- Option c) states that the association is transferring breeder 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) *Breeder to Breeder Transactions* – Breeder cattle cannot be transferred between breeder 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 pregnant heifers, pregnant cows or cow-calf pairs 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 breeding stock from (previous owner).
- Option e) states that the association is purchasing pregnant heifers, pregnant cows, or cow-calf pairs 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 original owner of the cattle on the invoice to the association.

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

- 1) The *Schedule B Breeder Agreement* must be signed by the local supervisor, the breeder 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 breeding stock are 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 B Breeder 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 B Breeder Agreements*, refer to pages G-7 to G-8: Signing Feeder/Breeder Agreements (Schedules A and B).

#### **Note**

*C The Schedule B Breeder Agreement 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 B Breeder 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 B Breeder Agreement* are distributed as follows:
  - Pink - breeder association's copy
  - White - lender's copy
  - Yellow - provincial supervisor's copy
  - Blue - breeder member's copy
  - Green - local supervisor's copy