Custom Feeding Agreement (Long-Term)

THIS AGREEMENT made:

BETWEEN: _____ (the Producer)

AND _____ (the Custom Operator)

WHEREAS _____ (the Association)
owns the cattle which are being placed in the care of the Custom Operator by the Producer;

AND WHEREAS the Producer is responsible for all the costs associated with the growing, producing or finishing of cattle owned by the Association;

AND WHEREAS section 50(8) of *The Farm Financial Stability Act* permits the Producer and the Custom Operator to enter into this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1) The Custom Operator agrees to carry the costs associated with the growing, producing or finishing of cattle placed with the Custom Operator by the Producer, and owned by the Association, until the _____ day of _____, 20____ or until the Custom Operator gives one-month notice in writing to the Producer and the Provincial Supervisor that this Agreement is cancelled, whichever first occurs.
2) The Producer agrees that upon the date as determined by clause 1, the Producer will pay the full amount of such costs.
3) The Custom Operator acknowledges that the Association is not responsible for the payment of such costs.
4) The Custom Operator agrees that upon entering into this Agreement, the Custom Operator relinquishes any rights to a lien on the above cattle provided pursuant to section 15.1 of *The Animal Products Act*.
5) The Custom Operator authorizes the Association to enter my custom feedlot at any time for purposes of inspecting and/or removing any cattle owned by the Association.
6) Assignment of Equity to the Custom Operator: The Producer hereby authorizes the Association to pay to the above Custom Operator $_____ remaining from the sale of Association cattle being custom fed under this Agreement after all debts of the Association related to the cattle are paid.

SIGNED AND DELIVERED the _____ day of _____, 20_____.

_____
(Name of Custom Operator – Please Print)

_____
(Address & Phone Number – Please Print)

_____ Per:_____
(Signature of Witness) (Signature of Custom Feeder)

Per:_____
(Signature of Custom Feeder)

SIGNED AND DELIVERED the _____ day of _____, 20_____.

_____ _____
(Signature of Witness) (Signature of Producer)

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Purpose

The *Custom Feeding Agreement (Long-Term)* form (CF18) is to be used where a custom operator has agreed to carry the costs of custom feeding a member's cattle to the date indicated and such period of time is longer than one month.

Definition of Custom Feeding

For purposes of the Livestock Loan Guarantee Program, custom feeding is defined as any arrangement when a member agrees to pay a feedlot, or another producer, to feed or care for association cattle on the member's behalf, either through cash payment or in the form or through a cow lease agreement.

Policies

1) The *Custom Feeding Agreement (Long-Term)* form (CF18) must be completed in advance of custom feeding. If custom feeding charges are to be paid monthly, please use the *Custom Feeding Receipt and Waiver (Monthly)* form (CF17).

2) A *Custom Feeding Agreement (Long-Term)* is not required for animals that are being pastured in a Provincial or Prairie Farm Rehabilitation Administration (PFRA) community pasture.

3) On completion of a *Custom Feeding Agreement (Long-Term)*, the custom operator waives all rights to a lien under Section 15.1 of *The Animal Products Act* with respect to any debts incurred during the term of the agreement.

4) A custom operator does not have any lien rights pursuant to Section 15.1 of *The Animal Products Act* with respect to the cattle being custom fed unless, before beginning custom feeding, the custom operator provides the producer association and the provincial supervisor with a copy of a statement of intent to custom feed between the custom operator and the member on whose behalf the cattle are being fed.

5) For cow lease agreements, a copy of the agreement between the member and the custom operator, including all terms and conditions, should be attached to the *Custom Feeding Agreement (Long-Term).*

Completion

When completing the form, the custom operator and the member must include:

- whether the cattle are in the feeder or the breeder option;
- the name of the member (producer);
- the name of the custom operator;
- the name of the association;
- the expiration date of the agreement;
- an assignment of equity to the custom operator;
- the date of the agreement;
- the signature of an authorized signing officer(s) for the custom operator and witness; **and**
- the signature of the member (producer) and witness.