

DRAFT - EXAMPLE USE ONLY!!

CONTRACT FOR LEASE OF CATTLE

1. Parties to the agreement.
Party of the first part. _____.
Lessor and owner.
Party of the second part. _____.
Lessee.
2. Party of the second part desires to lease from party of the first part
(#) _____, (type) _____ from (date) _____
to (date) _____.
3. Party of the second part is to have his choice of the class of animals mentioned in Paragraph 2 above, to the extent that much class of cattle is available and on hand in the inventory of the party of the first part, on the date mutually agreed by the parties.
4. Party of the first part agrees to provide an adequate number of bulls to service the cows selected by the party of the second part.
5. Division of the calves. Party of the second part is to receive two-thirds (2/3) of the calves, and party of the first part is to receive one-third (1/3) of the calves.
Unless otherwise mutually agreed, party of the second part is to divide the calf crop into three equal parts and allow parts of the first part to have first choice of the three groups of calves.
Division of calves is to be done annually or more frequently if necessary or if mutually agreed.
It is mutually agreed that the division is to be done at weaning time, when the calves are at an age of approximately six months or a weight of approximately four hundred pounds.
6. Obligations and duties of the party of the second part.
 - (a) Party of the second part agrees to adequately care for cattle owned by the party of the first part. Cattle shall be provided adequate summer grass and winter feed, and ample water shall be provided at all times. If adequate care cannot be, or is not, provided for the cattle, party of the second part agrees to return all or any part of the cattle to the party of the first part at the _____ at no expense to the party of the first part. The number of cattle to be returned, in any event, is to be within the sole discretion of the party of the first part.
 - (b) Party of the second part agrees that all fences, corrals, enclosures, sheds and such shall be kept in good repair and that they will retain the cattle. Party of the second part also agrees that all corrals, lots and pastures shall be kept free of debris, trash and other objects which could be reasonably assumed harmful to cattle.
 - (c) Party of the second part agrees to pay all property taxes, trucking expenses both ways, veterinary expenses, feed, salt, inspections, insurance and other expenses incidental to the normal business of raising cows and calves.
Party of the second part agrees to carry liability insurance in the amount of \$ _____ and provide the name of the carrier to the party of the first part.
 - (d) In the event of the death of any animal owned by the party of the first part, while in

the possession of the party of the second part, party of the second part agrees to present that portion of the hide containing the brand, or a certificate from the rendering company stating the brand on the deceased animal, to the party of the first part.

In any event, party of the second part agrees to notify party of the first part of any death, emergency or unusual event as soon as is possible, in writing.

- (e) Party of the second part agrees to report at least quarterly and in writing to the party of the first part as to the condition of the cattle. Such writing shall be sent to .
- (f) Party of the second part shall allow party of the first part to visit and inspect the cattle at reasonable times. Party of the second part further agrees to keep party of the first part informed as to the location of the cattle.
- (g) Party of the second part agrees to be financially responsible for any losses occasioned by neglect, absence or inattention the care and feeding of the cattle.
- (h) The party of the second part agrees that if he shall return the cattle to the party of the first part prior to the expiration date of this contract or any extension thereof; that he shall pay the party of the first part the sum of \$_____ per month per head, which amount is agreed to be the reasonable cost of feed per month per head.

7. Extensions of this lease, if mutually agreed between the parties, may be accomplished by written memorandum on this document. All provisions of this contract are to apply to any period of extension.

Dated this _____ day of _____, 20____, at _____, _____.
(City) (State)

Signed,

Party of the First Part

Witnesses

Party of the Second Part

Witnesses