



December 2002

Cow-Calf Share Lease Agreement



THIS AGREEMENT made in duplicate this _____ day of _____, 20__.

BETWEEN:

(Owner's name)

of _____
in the Province of Manitoba,

(address)

(the "**Owner**")

- and -

(Lessee's name)

of _____
in the Province of Manitoba,

(address)

(the "**Lessee**").

Disclaimer: *This Agreement has been prepared for general information purposes only and is intended to provide a starting point for farmers, as they develop Agreements for use in their business. Persons relying on such information do so entirely at their own risk. Since it is impossible to cover all legal contingencies and provisions in every situation, please consult with a legal professional to ensure that the Agreement accurately reflects the arrangements and*

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relationship between the concerned parties.

WHEREAS the Owner and the Lessee wish to enter into a lease agreement with respect to the leasing of the cattle by the Lessee.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and undertakings herein the parties hereto covenant and agree with the other as follows:

SECTION 1.00 DEFINITIONS

- 1.01 "Bred animal" means an impregnated cow or heifer.
- 1.02 "Un-bred animal" means a cow or heifer exposed to the breeding bull but (for whatever reason) not impregnated.
- 1.03 "Breeding bull" means the bull, acceptable to both the Owner and the Lessee, that will be used to breed the animal and/or heifers.
- 1.04 "Calf crop" means the number of calves that are born annually to a particular cow group. This is usually expressed as a percentage of calves weaned from a particular cow group.
- 1.05 "Offspring" means the progeny of animal or heifers.
- 1.06 "Cattle" means all animal, calves, heifers, bulls, steers, etc. leased to the Lessee by the Owner.
- 1.07 "Term" means the term specific in Section 1.01.
- 1.08 "Premises" means the physical location where the Cattle will be kept for the duration of the Term.

SECTION 2.00 TERM

- 2.01 The term of this Lease shall be ____year(s) commencing on the ____day of _____, 20__, and ending on the _____day of _____, 20__.

SECTION 3.00 DESCRIPTION OF THE BRED ANIMALS

- 3.01 The Bred animals shall be certified to be pregnant by a Veterinarian.
- 3.02 The Bred animals shall be clearly marked with a brand, or other marking, agreed to by both parties.
- 3.03 The Owner shall deliver the Bred animals, as described in the attached Schedule "A", to the Premises on or before _____, 20_____.

SECTION 4.00 BREEDING OF BRED ANIMAL

- 4.01 The Owner shall pay all costs of the services of a Breeding bull.

- 4.02 The Lessee shall carry out a breeding program in accordance with currently accepted and recommended practices in the Province of Manitoba, and shall make all reasonable efforts to insure the animals are bred to calve by _____ of each year of the Term.
- 4.03 The Owner shall be responsible for, and have the option of replacing each Un-bred animal with a Bred animal that is acceptable to both parties.
- 4.04 The Owner shall be responsible for all costs relating to pregnancy testing of the Bred animals.

SECTION 5.00 CARE AND MANAGEMENT OF THE BRED ANIMAL

- 5.01 The Owner and Lessee shall share, in the same proportion as they share in the Calf crop, such costs arising from medicines, drugs, and services administered by a Veterinarian to the Bred animals and their Offspring in the case of treatment for sickness.
- 5.02 The Lessee shall supply and pay at his/her cost, vitamins, minerals, and any other medicines or vaccinations **not** administered by a Veterinarian to the Bred animals and their Offspring that are necessary to prevent disease or malnutrition and to promote the growth and well being of the Cattle.
- 5.03 The Lessee shall carry out the health practices for Bred animals that are currently accepted and recommended practices in the Province of Manitoba.
- 5.04 The Lessee shall supply, at his/her cost, feed, water, pasture, necessary shelter, and all labour for supervision and care of the Cattle.
- 5.05 The Lessee shall permit the Owner, or anyone entering on behalf of the Owner, to enter the Premises to examine the Cattle at any time.

SECTION 6.00 DEATH LOSS, RECOMMENDED SALE, AND INSURANCE

- 6.01 The Owner shall be responsible for the Bred animals which die ("Death Loss"), or those which the Veterinarian recommends be sold ("Recommended Sales") due to sickness or injury, for a period of 30 days immediately following their delivery to the Lessee's farm.
- 6.02 Any proceeds from Recommended Sales is the Owners.
- 6.03 The Owner shall have the replacements, for Death Loss and Recommended Sale, delivered to the Lessee's premises by December 31st of that year of the Term.
- 6.04 If the Lessee is negligent resulting in death or injury to the Bred animals, then the Lessee will be responsible for the replacement cost of, or Veterinarian services required for, those Bred animals.
- 6.05 The Lessee may, at his/her expense, carry fire and liability insurance on the Owner's Cattle.
- 6.06 If during the Term of this Agreement, a calf dies and is replaced, the cost of the replacement calf shall be split between the Owner and Lessee at an agreed upon percentage. **(NB: Alternatively can use the percentage in Section 8.01)**

SECTION 7.00 CULLED ANIMALS AND THEIR REPLACEMENTS

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- 7.01 On or about October 31st of each calendar year during the Term, the Owner and Lessee shall mutually agree upon those Cattle which are to be culled ("Culled Animal").
- 7.02 The Owner may replace each Culled Animal with an animal acceptable to the Lessee and will deliver such animals to the Lessee's premises by December 31st of that year of the term.
- 7.03 Any proceeds from the sale of Culled Animals is the Owners.

SECTION 8.00 CALF CROP PROCEEDS

- 8.01 When sold, the Calf crop will be sold in the name of the Owner, and ____% of the net income (less sales commissions) from the sale of the Calf crop shall be paid to the Lessee within _____ days from the date of the sale.

SECTION 9.00 TERMINATION

- 9.01 The Owner or the Lessee may terminate this Lease by providing written notice to the other on or before September 1st in any year during the Term. The written notice shall be effective as of October 1st (the "Termination Effective Date") in the year during which it was given.
- 9.02 Upon termination, the Lessee shall deliver to the Owner the Bred animals within _____ days. The Lessee is responsible for transporting the Bred animals at no expense to the Owner for the first 80 kms from the Premises. The Owner shall pay all costs of transportation of the Bred animal or replacements over 80 kms.

SECTION 10.00 OWNER'S RIGHTS

- 10.01 If, during the Term of the Lease, any of the goods or chattels of the Lessee are seized by any creditors of the Lessee, or if the Lessee makes any assignment of chattels involved in the Lease for benefit of creditors without first obtaining written consent from the Owner, or if the Lessee becomes bankrupt, this Lease shall, at the option of the Owner, become forthwith forfeited and void and the year's share of the Offspring shall become forthwith due.

SECTION 11.00 LESSEE'S RIGHTS

- 11.01 The Lessee, upon performing the covenants, promises, agreements, and undertakings herein contained on his/her part, shall and may peacefully possess and enjoy the said Cattle for the duration of this Lease without any interruption or disturbance from the Owner or any person claiming through or under the Owner except as noted in Section 5.05.

SECTION 12.00 STABILIZATION PROGRAMS AND SUBSIDIES

12.01 In the event that any payment, subsidy or other reimbursement is made under any government agency, or any marketing agency in connection with costs and benefits as associated with cattle during the term of this Lease, the payments associated with the Cattle shall be split as identified in Section 8.01.

12.02 If the Owner and Lessee mutually agree to participate in a stabilization program, the costs and benefits should be split as identified in Section 8.01.

SECTION 13.00 ARBITRATION

13.01 Any disagreement which may arise between the Owner and Lessee shall, when a mutually satisfactory settlement cannot be reached, be submitted to arbitration. The arbitration authority may either be a single person mutually satisfactory to both parties, or a board of three, one member to be proposed by each party and a third selected by the two as chosen. The recommendation of the arbitrator or arbitration board shall be accepted as final. The cost of arbitration will be split 50/50 between the Owner and Lessee.

SECTION 14.00 GENERAL

14.01 Time shall be of the essence of this Agreement.

14.02 This document and the attached Schedule "A" contain the entire agreement between the parties. There are no undertakings, representations or promises express or implied, other than those contained in this Agreement.

14.03 No amendment or change to, or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

14.04 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

14.05 This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors and assigns.

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Owner)

Where the Owner is a corporation

_____ (c/s)

(Corporation's Name)

Per:

(Name of Signatory)

SIGNED, SEALED, AND DELIVERED

in the presence of:

(Witness)

(Lessee)

Where the Lessee is a corporation

(Corporation's Name) (c/s)

Per:

(Name of Signatory)

SCHEDULE "A"

DESCRIPTION OF BRED ANIMALS

NUMBER	AGE	KIND	BRAND OR MARKING	DATE CULLED

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