



PURCHASER AND COW RAISER CONTRACT

This Agreement is made on _____, by and between _____ (the "Owner/Buyer"), of _____, _____ County, TX _____, and Designer Beef, LLC (the "Seller/Raiser"), with offices located at 4542 CR 44800, Detroit, TX 75436.

By doing business with Designer Beef LLC and giving credit card authorization for services rendered, You the customer (and the Owner/Buyer) are agreeing to these terms of business. Please read carefully and seek legal counsel if needed to understand the below terms of how Designer Beef's business runs.

WHEREAS the Owner/Buyer has this day purchased a Cow from Seller/Raiser in the amount of _____, (the "Cow") and has agreed to place it in the possession of the Seller/Raiser for the sole purpose of rendering the services and labor described herein; ALL SALES ARE FINAL AND THEIR WILL BE NO REFUNDS.

AND WHEREAS the Seller/Raiser is willing to receive possession of such Cow, pursuant to this Agreement, for the sole purpose of rendering the services and labor specified in this Agreement;

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

SECTION 1.00 TERM OF AGREEMENT

1.01 This Agreement comes into effect on the third day after credit card authorization is given by Owner/Buyer and shall continue at least 13 payments or until the full price of the Owner/Buyers requested work of the Seller/Raiser is paid off (the "Term") under the terms and conditions of this Agreement, unless terminated pursuant to Section 9.00.

SECTION 2.00 SERVICES TO BE PROVIDED BY THE SELLER/RAISER

2.01 The Seller/Raiser agrees to feed and maintain the Cow (the "Services").

2.02 All feed and medication, (the "Supplies"), required for the proper care of the Cow during the Term shall be provided by the Seller/Raiser at the expense of the Buyer/Owner, but is already covered in the agreed upon monthly fee.

2.03 The Seller/Raiser agrees to hold the Cow in its possession, at _____ (the "Premises"), for the sole purpose of performing the Services.

2.04 The Cow, shall be uniquely tagged by the Seller/Raiser to be distinguished from any other animals of a comparable nature, to enable quick and easy identification of the Cow governed by this Agreement.

SECTION 3.00 SELLER/RAISER'S OBLIGATIONS

3.01 The Seller/Raiser will provide any and all services needed from the time of Purchase of the Cow until its time to be harvested for meat.

SECTION 4.00 DELIVERY OF COW

4.01 The Seller/Raiser is under no obligation to deliver, and the Owner/ Buyer is under no obligation to accept, any Cow, except as agreed to between them from time to time, and the Seller/Raiser specifically reserves the right to refuse to accept individual animals due to disease or poor health.

4.02 Each shipment of Cow delivered to the Premises and accepted by the Seller/Raiser pursuant to this Agreement, shall be acknowledged.

4.03 The Owner/Buyer of the Cow is responsible for 0% of the cost of transporting the Cow to and from the Premises until its time to be harvested for meat. (If less than 100%, provision should be made for how the cost is to be shared)

4.04 Upon delivery to the Premises, the Cow must have National ID ear tags with a record of the Owner/ Buyer's registry.

SECTION 5.00 OWNER/BUYER'S OBLIGATIONS

5.01 The Owner/Buyer shall be responsible for all costs related to the initial processing of the Cow, which shall include any drugs, booster shots, implants, ear tags, and chute fees but this cost is already included in the Owner/Buyers monthly fee.

5.02 The Owner/Buyer shall be responsible for all costs related to branding, dehorning, and castrations of the Cow but this cost is already included in the Owner/Buyers monthly fee.

5.03 The Owner/Buyer shall be responsible for all of the costs of medicine and drugs for calving and post calving which includes, but is not limited to the following: milk replacer, scour treatment, electrolyte, antibiotics, and veterinarian costs associated with C-section. but this cost is already included in the Owner/ Buyers monthly fee. The Seller/Raiser reserves the right, in its sole discretion, to make any and all medical decisions for the cow that they deem to be in the best interest.

5.04 All rights, title, and interests in and to all Cow delivered to the Seller/Raiser pursuant to this Agreement shall at all times remain to the Owner/Buyer, and the sole right of the Seller/Raiser with respect to such Cow shall be to perform the services and labor specified in this Agreement.

5.06 Subject to the terms of this Agreement, the Owner/Buyer, or its agent, shall have the right to inspect the Cow in order to deem it acceptable. If they choose not to within 5 days of providing credit card authorization, then all funds paid will become non refundable.

5.07 The Owner/buyer may pick up the cow at any time prior to harvest, but will not be refunded any of the proceeds and will still owe all remaining fees.

5.08 The Owner/Buyer has the right to write off ownership of the Cow on their taxes if they so choose.

5.09 If the Cow is split between parties, the Seller/Raiser is not responsible for any disputes between the parties and must have all parties, or written permission by all parties, permission before releasing the cow regardless of time period.

SECTION 6.00 SELLER/RAISER'S FEES

6.01 The Owner/Buyer will pay the Seller/Raiser the following Custom Charges:

1 Monthly bulk fee consisting of the following costs accumulated into one monthly payment (times at least 13 months) The costs included in the monthly fee are as follows:

Processing Fee \$ per animal

Yardage \$ per animal per day

Bedding Costs \$ per animal per day

Feeding Costs \$ per pound of gain

OR

\$ per pound of feed

OR

\$ per animal per day

Medicine and Vet \$ per animal

Pasture Costs \$ per animal per day

OR

\$ per animal for the season

The costs NOT included in the monthly fee are as follows:

Butchering costs

Dry Aging Costs

6.02 The Owner/Buyer shall pay an initial deposit of one month per animal.

6.03 The Seller/Raiser shall run the Owner/Buyer's Credit card at the 1st or 15th of every month. Any unpaid balances after the 15th of each month will be charged overdue interest at the rate of 10 % per month and can result in cancellation of the Owner/Buyers purchase of the cow. In case of cancellation due to nonpayment, (since services have already been rendered) there will be no refunds.

6.04 Any balances of the Custom Charges under the Agreement are determined at the time of termination of this Agreement and all outstanding charges are due in full prior to the release of the Cow to the Owner/Buyer.

SECTION 7.00 INSURANCE AND DEATH LOSS

7.01 The Seller/Raiser shall provide insurance, at their sole discretion, for the Cow and shall be responsible for death or loss.

SECTION 8.00 QUARANTINE AND DESTRUCTION ORDERS, AND DISPOSAL

8.01 The Owner/Buyer agrees and acknowledges that the Seller/Raiser has taken all reasonable and necessary precautions to ensure the health of the Cow. In the event of a quarantine order, a destruction order, or the death of the Cow, the Owner/Buyer agrees to release the Seller/Raiser from any claim or liability for any loss or damage that the Owner/Buyer may suffer arising from the Seller/Raiser carrying out or complying with the terms of any such order and/or disposal of the Cow.

8.02 In the event that the Owner/Buyer's Cow is subject to a destruction order or dies during the Term of this Agreement, the Seller/Raiser shall be responsible for all outstanding costs incurred pursuant to the within Agreement, and shall in addition attempt to replace cow with a reasonably similar cow.

SECTION 9.00 TERMINATION

9.01 The Owner/Buyer or the Seller/Raiser may terminate this Agreement at any time by giving 15 days notice in writing to the other party.

9.02 In addition to its rights under subsection 9.01 and without restricting any other remedies available, the Seller/Raiser may, at its sole option, immediately terminate this Agreement in writing if:

- (a) Owner/Buyer, fails to make any payment at any time; or
- (b) Owner/Buyer has failed to comply with any term or condition of this Agreement;

9.03 Upon termination of this Agreement, the Seller/Raiser shall cease to perform any further Services. The Owner/Buyer shall be under no other obligation to the Seller/Raiser other than to pay any outstanding amounts as the Seller/Raiser is entitled to receive for work completed to the Owner/Buyer up to the date of termination.

9.04 The Owner/Buyer reserves the right at any time to remove the Cow from the Seller/Raiser's Premises, upon 15 business days written notice being provided to the Seller/Raiser, and upon payment in full of the amount owed to the Seller/Raiser at the time of removal.

9.05 The Seller/Raiser shall have the right, at any time, and for any reason, to instruct the Owner/Buyer to remove any or all Cow held by the Seller/Raiser and the Owner/Buyer shall attend to same within 15 business days of written notice being provided. The Owner/Buyer shall pay all outstanding charges against the Cow being removed prior to their release from the Seller/Raiser. Should the Owner/Buyer fail to remove the Cow within the time set forth as above, the Seller/Raiser shall be entitled to sell the Cow without any refunds to Owner/Buyer for payments on services rendered.

SECTION 10.00 GENERAL

10.01 Amendments and alterations to this Agreement shall be in writing and shall be signed by both the Owner/Buyer and Seller/Raiser.

10.02 Nothing in this Agreement shall constitute the Seller/Raiser as a joint venture with, or the agent, legal representative, partner, or employee of the Owner/Buyer, and neither party shall have the right or power to and shall not bind or obligate the other in any way, manner, or thing whatsoever nor represent to anyone a

right to do so.

10.03 Any disagreement which may arise between the contracting parties hereto shall, when a mutually satisfactory settlement by Mediation cannot be reached, then 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 paid by the non prevailing party.

10.04 This Agreement shall endure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors, assigns, executors and administrators.

10.05 The Seller/Raiser shall not assign or transfer this Agreement or any rights or obligations under this Agreement without first obtaining written permission from the Owner/Buyer.

10.06 No assignment or transfer of this Agreement shall relieve the Seller/Raiser of any obligations under this Agreement, except to the extent that they are properly performed by the Seller/Raiser's permitted assigns.

10.07 Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed their hands and seals as of the date and year above written.

SIGNED, SEALED, AND DELIVERED in the presence of:
(Or Signature of Sales Receipt of Beef Cow Order form qualifies as agreement to these buying terms)

(Owner/Buyer)

SIGNED, SEALED, AND DELIVERED in the presence of:

(Seller/Raiser)

Where the Seller/Raiser is a corporation

Designer Beef LLC (c/s)
(Corporation's Name)

Per: David VanderGriend
(Name of Signatory)

 DESIGNER BEEF