

# Term Care Agreement For Livestock

## A Template for Livestock Producers Wishing To Assign The Care And Feeding Of Their Livestock To Another Party Through A Contractual Agreement

This is not a legal document. Persons entering into a *Term Care Agreement for Livestock* should consult with their legal advisors before finalizing any arrangement.

*Disclaimer: The Alberta Farm Animal Care Association (AFAC) **Term Care Agreement** template presented in these pages is intended only as a guideline to assist livestock producers wishing to transfer the care and feeding of their animals to another party for a set period of time.*

*The template is designed to stimulate both parties to consider the seriousness of such an arrangement and help them understand the significant responsibilities and legal ramifications involved in the transfer of the care of live animals.*

*AFAC urges all persons using the template guidelines to seek legal council when preparing a contract that addresses their particular needs. AFAC cannot be responsible for any misunderstanding, civil or criminal action, or breach of contract that may originate from this template.*

### **Definitions**

**Owner** – is the person(s) / company that has legal title to the animals, including any lien holder. The Owner can be a single individual, a partnership or a company. If the Owner is a grazing association or bank, the individual named in the lender's agreement assumes the role of 'agent' for the Owner and is identified as such.

**Term Caretaker** - is the person who has agreed to take care of the livestock for the duration of the *Term Care Agreement* as stated in the contract. The *Term Caretaker* must be named as a single individual in the contract.

**Livestock** - means any animal considered to be domestic livestock by the Province of Alberta.

**Code** - refers to the Agriculture and Agri-Food Canada *Recommended Code of Practice for the Care and Handling of Farm Animals* (species specific codes).

**Fit For Transport** - the animal is not weak, malnourished, sick, injured, crippled, within 30 days of calving or the animal has not calved within the last 5 days.

**Body Score** - A 'Body Score' scale of one to five rates the physical condition of an individual animal; **1** – very thin **2** – thin **3** – good **4** – very good **5** - fat

## A The People

The **Owner** or *agent* for the **Owner** (print) \_\_\_\_\_

Address \_\_\_\_\_ Tel \_\_\_\_\_

The **Term Caretaker** (print) \_\_\_\_\_

Address \_\_\_\_\_ Tel \_\_\_\_\_

The persons named above shall be herein referred to in this agreement as **Owner** and **Term Caretaker** respectively.

## B The Livestock

Class of Animal	Numbers	Avg Weights
Intact males		
Mature females		
Yearling males		
Yearling females		
Calves		
<b>Total</b>		

### Sign Off On Verification of Total

\_\_\_\_\_  
Name of Owner or Term Caretaker (print)

\_\_\_\_\_  
Signature verifying count accuracy

\_\_\_\_\_  
Date

## Identification

The animals are identified individually by; legally registered brand \_\_\_\_\_ CCIA eartag \_\_\_\_\_  
other eartag \_\_\_\_\_ tattoo \_\_\_\_\_ other \_\_\_\_\_.

If other, please explain \_\_\_\_\_

Brand \_\_\_\_\_ location(s) \_\_\_\_\_

Legal Registered Brand Owner \_\_\_\_\_

## Condition Of The Animals When Leaving The Farm Of Origin

It is agreed between both parties indicated on this contract that each and every animal leaving the farm of origin destined for the premises of the *Term Caretaker* is in good health, fit for transport and of good body condition (see 'definitions' above to estimate body score, an animal with a body score of 1 should not be transported).

### ***Sign Off On Animal Body Score***

I, (print name and identify role) \_\_\_\_\_,

state that the livestock presented in this contract are in good health, fit for transport and have a body score of \_\_\_\_\_ or better.

The animals were inspected at this location \_\_\_\_\_

on this date \_\_\_\_\_, signed \_\_\_\_\_.

## **Responsibility To Care For The Animals**

It is agreed by the parties noted on this contract that the *Term Caretaker* will assume responsibility for the care of the livestock indicated in this contract according to the Code, and respective of all applicable federal and provincial laws. Further assignment of responsibilities are indicated in section **D** Terms.

*Term Caretaker* responsibilities begin when the livestock set foot on the property or facilities indicated below (**C** Land And Facilities) and terminate when the livestock leave those premises or other locations held in control by the *Term Caretaker* and indicated on this contract or addendums to this contract.

I have read and understand this section. \_\_\_\_\_

Signature of the *Term Caretaker*

## **C The Land And Facilities**

*Term Caretaker's* legal land description and/or address of base of operations

\_\_\_\_\_

Legal land description of the facilities or grazing land where the animals will be cared for

\_\_\_\_\_

If the grazing pattern includes a relocation of the herd to a different property, list the land description here \_\_\_\_\_

### ***Sign Off On Containment***

The *Term Caretaker* states that the facilities in which the livestock described in this contract are to be held and cared for are built and maintained to Code.

The *Term Caretaker* is aware of the applicable Stray Animals Act for this land description and his/her responsibilities to contain the animals in order to protect them, the general public and the property of the general public.

Signature of the *Term Caretaker* \_\_\_\_\_

# D The Terms Of The Contract

**The Contract** *It is recommended that this contract template be submitted for review to the legal consultants of both parties before signing.*

**Date** This contract comes into effect on \_\_\_\_\_ and will be terminated on \_\_\_\_\_ (unless otherwise consensually agreed upon).

## The Owner

The Owner will supply \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Owner will be responsible for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(transportation, buying feed, supplying salt or supplement, providing suitable water & shelter, checking the animals on a regular basis, taking care of fencing and fencing supplies, arranging for a nutritionist, laying out the feeding plan, arranging vet care & pharmaceuticals, sorting and treating sick animals, parasite control, calving, arranging post mortems on death losses, recording death losses, disposing of dead animals, sorting animals that cannot compete and must be sent back to the farm of origin, delivery of animals that must be returned, etc).*

## The Term Caretaker

The Term Caretaker will supply \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Term Caretaker will be responsible for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(transportation, buying feed, supplying salt or supplement, providing suitable water & shelter, checking the animals on a regular basis, taking care of fencing and fencing supplies, arranging for a nutritionist, laying out the feeding plan, arranging vet care & pharmaceuticals, sorting and treating sick animals, parasite control, calving, arranging post mortems on death losses, recording death losses, disposing of dead animals, sorting animals that cannot compete and must be sent back to the farm of origin, delivery of animals that must be returned, etc).*

## Rates

Rates of compensation will be calculated \_\_\_\_\_

payable to \_\_\_\_\_ due \_\_\_\_\_.

## Termination of Contract

Either party may terminate the contract at any time without penalty if the terms stated in the contract are not honored.

## Visitation

*The Owner* or his agent reserves the right to visit, inspect and photograph the animals at any time but must supply the *Term Caretaker* twenty-four hours notice of arrival.

## Interference

Any interference with the agreed upon term care plan of the livestock on the part of the *Owner* (or his/her agents) without promptly advising the *Term Caretaker* is recognized as a breach of the agreement. Interference includes, but is not restricted to, sorting the livestock or moving them to another pen or pasture, delivering salt or other supplemental products, adjusting the water system, or adding / removing any animals.

## Stray Livestock

The *Owner* and *Term Caretaker* are aware of the liabilities each assumes under the applicable provincial Stray Animals Act.

## Loss Of Animals

The *Term Caretaker* must notify the *Owner* immediately if any animal dies or is presumed missing or stolen. Liability is assumed by the *Term Caretaker* for any animals not returned to the *Owner* at the termination of the agreement unless otherwise specified.

## Veterinarian Care

A vet/client/patient relationship between the *Term Caretaker* and the vet is in place. YES NO

Veterinarian name \_\_\_\_\_

Address \_\_\_\_\_ Tel \_\_\_\_\_

## Returning The Livestock

It is the responsibility of both parties or their agents to inspect the livestock tendered to return to the farm of origin before they are loaded unless otherwise specified. Animals will be assessed for health, body score, and fitness for transport. The final count for inventory purposes will take place at this time.

## Other

Responsibility for pregnancy rates; calculating calving losses; breeding programs and any other specialty term or condition which has not been previously recognized may be added here.

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## Other (continued)

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## Signatures

This template will become a binding document if the parties noted in the agreement have consented to use it as such.

This contract is dated \_\_\_\_\_

and signed by the *Owner (or agent)* \_\_\_\_\_

and the *Term Caretaker* \_\_\_\_\_

### ***Witness***

and witnessed by (sign) \_\_\_\_\_

**Witness printed name, address & telephone number** \_\_\_\_\_

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