

# North Country Farming Network Livestock Pass-On Contract Agreement

Updated May 26, 2005

NCFN REPRESENTATIVE: \_\_\_\_\_  
(name and phone number)

Recipient of the described livestock:

RECIPIENT: \_\_\_\_\_  
(name, farm name, phone number)

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

**NCFN and RECIPIENT do hereby AGREE to the following terms and conditions:**

The RECIPIENT shall:

1. Provide adequate feed and medicine for the animal(s) received.
2. Provide adequate shelter, pasture and water for the animals(s) received.
3. Provide labor and care (hoof trimming, worming, etc.) for the animal(s).
4. Contact the NCFN Representative(s) and/or veterinarian as needed.
5. Allow NCFN representative(s) to make visits to their farm, with or without prior notification, to monitor condition of animals placed by NCFN.
6. Follow management practices recommended by NCFN representative(s) or their designates (vet, extension agent, etc.)
7. Remain a member in good standing of the NCFN for at least as long as they have NCFN animals under contract, as per bylaws.
8. NOT sell or destroy any NCFN-placed animal(s) under contract without prior permission from NCFN Livestock Coordinator.
9. NOT move any NCFN animal(s) under contract away from their farm or transfer primary care of said animal(s) to anyone else without prior permission from NCFN Livestock Coordinator.

The NCFN REPRESENTATIVE shall:

1. Determine whether there is adequate shelter, pasture, and other conditions before placing NCFN animals.
2. Provide healthy, good quality animals according to NCFN guidelines.

3. Monitor the care, feeding practices and condition of NCFN-placed animals with regular on-farm visits.
4. Provide training, guidance, and technical assistance as necessary.

Further, said parties AGREE that:

1. If the recipient of the NCFN-placed animal(s) becomes unable for any reason to care properly for said animal(s), they are to be returned to the NCFN.
2. If a NCFN-placed animal dies while still under contract:
  - a.) If the death was beyond the control of the recipient, said recipient will not be held liable for repayment.
  - b.) If, in the opinion of the NCFN Livestock Coordinator, the death was the result of negligence, the terms of repayment will hold.
3. If the contracted recipient should die, NCFN-placed animals still under contract shall be returned to NCFN within one month of said death.
4. However, all eligible heirs and assigns may sign a new contract with NCFN if they wish to keep the said contracted animal(s).
5. At such time as acceptable "pass-on" is complete, as outlined below, the original animal(s) received will become the sole property of recipient.
6. Failure to comply with these terms shall constitute a breach of contract. Any remaining NCFN-placed animals will be immediately reclaimed by NCFN.

The recipient has a mentoring relationship with: \_\_\_\_\_

\_\_\_\_\_  
 (name, phone number, and complete address)

The following livestock is provided by the NCFN (list breed, name, ear tag #, tattoos or microchips, age, weight, body condition and status [intact, bred, open, milking, etc.] )

<b>Animal/description</b>	<b>Purchased from or Donated by</b>	<b>Cost</b>
	(include contact info)	

_____		
_____		
_____		
_____		
_____		
_____		
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**Passing On The Gift** : The recipient agrees to pay back the following for the livestock described above. Include specific descriptions and list all requirements. Include monetary value.

\_\_\_\_\_

\_\_\_\_\_

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Target Date by which this pass-on will be complete:

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**Alternate Pass-On:** In the event that the above pass-on arrangement is not completed by the above-specified date, the following alternate pass-on arrangement will be followed: \_\_\_\_\_

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Target Date by which the Alternate Pass-On will be complete: \_\_\_\_\_

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Any pass-on animal will be a healthy representative of the breed. Unhealthy, unthrifty, stunted, or neutered animals are not acceptable for pass-on, as per the decision of the NCFN Livestock Coordinator.

Date and method of delivery of animals: \_\_\_\_\_

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Who is responsible for paying the cost of delivering the animals?

NCFN \_\_\_\_\_ Recipient \_\_\_\_\_ Cost:\$ \_\_\_\_\_

**Animal Returns:** In the event that Recipient wishes to return animal(s) to NCFN for any reason, Recipient will contact NCFN Livestock Coordinator immediately and work in good faith to arrive at a course of action that is agreeable to both parties. BE ADVISED that NCFN does not have the capacity to board animals, and that returning an animal will NOT necessarily fulfill the pass-on obligation of Recipient. Any amendment to this contract must be approved by NCFN Livestock Coordinator and NCFN President.

DATE: \_\_\_\_\_

Does the recipient fit the income guidelines? \_\_\_\_\_ Family Size: \_\_\_\_\_

I have read and understand the above contract and agree to the provisions herein

Signed: \_\_\_\_\_(RECIPIENT)

Signed: \_\_\_\_\_(NCFN REPRESENTATIVE)

Signed: \_\_\_\_\_  
(NCFN LIVESTOCK COORDINATOR)