

THIS CONTRACT made and entered into this \_\_\_\_\_  
 day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
 (seller) \_\_\_\_\_ at  
 (address) \_\_\_\_\_

NICOLE WINES LIVESTOCK, LLC



P.O. Box 91 ~ Pray, Montana 59065 ~ 406-220-3329  
 nicole@nwlsale.com ~ www.nicolewineslivestock.com  
 Office: 406-224-2099 ~ Fax: 406-333-4429

Phone(s) \_\_\_\_\_  
 email \_\_\_\_\_

hereinafter known as Seller, and Nicole Wines Livestock, LLC. (NWL) hereinafter known as Agent.

Rep. for NWL \_\_\_\_\_

<b>Delivery FOB:</b>
<b>Delivery Date:</b>
<b>Weighing Conditions:</b>

**WARRANTIES:** Seller represents and warrants that they have a good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances.

<b>LISTING FEE \$4/head</b>
\$ _____ paid CK# _____

**Name of lienholder** (if applicable) \_\_\_\_\_

**Seller Signature** \_\_\_\_\_

<b>Cattle Type</b>	# Head	# Loads	Size of Loads	Base Weight	Slide	Shrink %	Frame size	Flesh cond.	Pay Wt. Var.	Date 1 <sup>st</sup> calf born	Asking Price
Steer calves on Cows											\$
Heifers calves on Cows											\$
Weaned Steer calves											\$
Weaned Heifer calves											\$
Yearling Steers											\$
Yearling Heifers											\$
<b>Mixed Loads</b>	# Head	# Loads	# Steers	Steer Weight	# Heifers	Heifer Weight	Slide	Shrink %	Date 1 <sup>st</sup> calf born	Asking Price Steers	Asking Price Heifers
Mixed calves on cows										\$	\$
Mixed weaned calves										\$	\$

**Mixed calves info:** Frame size \_\_\_\_\_ Flesh cond. \_\_\_\_\_ Pay Wt. Var. \_\_\_\_\_ Other: \_\_\_\_\_

**Knife cut or banded:** @ birth @ branding Other: \_\_\_\_\_ **All Natural:** Yes No Certified or Affidavit (circle one)

**Horns:** Polled Dehorned Scurs Other \_\_\_\_\_ **NHTC Certified:** Yes No **GAP Certified:** Yes No

**Origin:** \_\_\_\_\_ **Paid for by:** Seller Buyer **Company(s) using:** \_\_\_\_\_

**Feed & Minerals:** \_\_\_\_\_ **Implanted:** Yes No Steers Heifers  
 Date & Brand used: \_\_\_\_\_

**Vaccinations:** @ birth \_\_\_\_\_  
 @ branding \_\_\_\_\_  
 @ preconditioning \_\_\_\_\_

**Brand(s) & Location(s):** \_\_\_\_\_

**Description of tags:** \_\_\_\_\_

**Description of consigned cattle:** \_\_\_\_\_

**Describe cowherd:** \_\_\_\_\_

**Describe bulls:** \_\_\_\_\_

**Special Programs:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

**DESIGNATION OF AGENT:** If Seller is not present, Seller authorizes Agent to complete and sign a Livestock Contract for the sale of the livestock described in the contract, on behalf of and in the name of the Seller, which will make Seller obligated to all terms and conditions on the Livestock Contract, as if Seller had signed the contract himself. By this agent designation, Seller also hereby appoints Nicole Wines Livestock, LLC or the Nicole Wines Agents as Seller's attorney-in-fact to amend, and authorizes Nicole Wines Livestock, LLC to amend the provisions of this Contract at any time prior to sale to accurately describe the livestock covered by this contract. Seller also authorizes Agent to negotiate a satisfactory settlement regarding any discrepancies at delivery.

**DOWN PAYMENT:** Upon sale of the livestock, Nicole Wines Livestock, LLC will advance to Seller and collect from the Buyer a down payment, for the livestock described herein. Seller acknowledges that Nicole Wines Livestock, LLC will receive a down payment from Buyer. The difference, if any, will be held in Nicole Wines Livestock, LLC custodial account for Shippers' Proceeds as a deposit on commission, until delivery, when the actual commission can be determined. In the event that at the time of delivery there are any federal or state regulations prohibiting interstate shipment of said livestock, Seller shall return and Buyer will be refunded, all money advanced and this contract will be terminated.

**DEFAULT:** In case of default by either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and reasonable attorney fees. Upon default, Nicole Wines Livestock, LLC may exercise any and all rights accorded by law and this contract, including but not limited to the following: If Buyer defaults or otherwise fails to take delivery he will forfeit his down payment and Nicole Wines Livestock, LLC shall have the option of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Nicole Wines Livestock, LLC for all damages incurred, including costs and decline in market value of the cattle. In addition to all other remedies allowed in law or equity, if Seller, for any reason, defaults or fails to deliver to the Buyer the cattle described in the contract, Seller shall refund to Nicole Wines Livestock, LLC any down payment advanced on said cattle. Seller shall also pay Nicole Wines Livestock, LLC a 25% penalty fee with a minimum of \$300 per head contracted plus the estimated commission. In the event of a Seller's default Nicole Wines Livestock, LLC will refund to the Buyer the total amount of any down payment, advanced by the Buyer, and per head compensation. This shall constitute the only liability of Nicole Wines Livestock to the Buyer.

**LISTING / NO SALE FEE:** Seller agrees to pay \$4.00 per head listing fee. This fee will be refunded when cattle are sold. In the event cattle are not sold or pulled off site, it is nonrefundable.

**INSPECTIONS AND WARRANTIES:** Seller shall deliver within 5% (+/-) of the stated number of headcount as described in the contract. The Buyer, his agent, or the Agent representing Nicole Wines Livestock, LLC shall have the right, at delivery, to sort and reject any crippled, blind, loeod, lump jawed or otherwise deformed livestock or any other livestock that are not described in the contract. If Buyer, or his agent, is not present at delivery, Buyer shall notify Nicole Wines Livestock, LLC of any grievance regarding any livestock within twenty four (24) hours after delivery. Any failure to so notify Nicole Wines Livestock, LLC shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller warrants that he has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Seller agrees to defend title to the livestock and indemnify and hold Nicole Wines Livestock, LLC and Buyer harmless from any and all loss or damage on account of any liens, encumbrances or other defects in title. There are no warranties beyond what is expressly set forth in the contract.

**FINAL PAYMENT:** At delivery, Agent will pay Seller, by check, the balance of the purchase price, less Agent's commission and any lawful charges. Seller shall furnish any Brand or Health certificates required by State or Federal law, from which the cattle are shipped, this will include all affidavits for third party Age & Source verification including any another certificates as stated in this contract. If these certificates and affidavits are not in place before delivery, payment will not be made until said documents are received. If additional health certificates, tests, or documentation is required for shipment, it shall be Buyer's request and expense. Buyer agrees to pay Nicole Wines Livestock, LLC for the benefit of Seller the price stated herein, adjustable by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. If Buyer is present at delivery, payment is due at delivery. If Buyer is not present at delivery, payment is to be received by Nicole Wines Livestock, LLC no later than the first business day following delivery. All payments must be made by wire transfer or overnight delivery of a check by way of Fed Ex, UPS or Express Mail. Any fees incurred for wire transfer or overnight delivery of a check will be at the Buyer's expense. In the event of multiple day shipments, payment will be required on each day's delivery.

Suggested Slides :	499# and under	500#-599#	600#-699#	700# and over
Calves and yearlings	\$0.15 - \$0.20	\$0.12 - \$0.15	\$0.10 - \$0.12	\$0.08 - \$0.10
<b>Slide Explanation:</b> If the average pay weight of the cattle at delivery is 1 lb. or more in excess of the base weight, the price will be adjusted by the amount stated for every pound over the base weight. Example: A lot of calves with a \$.08 slide and a base weight of 500# sells for \$120.00/CWT. At delivery, if the average pay weight of the calves is 500# or under, the price will remain the same. If the pay weight on the calves were to be 510#, the adjustment would be \$.08 times the 10 lbs. over the base weight or \$.80/lb. The final price would then be \$119.20 (\$120.00 - \$.80).				
<b>* NOTICE:</b> If the average pay weight of the cattle at delivery is 51 lbs. or more over the base weight, all slides will increase by \$ .03. New slide price will then be applied to every pound that the cattle are over the base weight. Nicole Wines Livestock, LLC reserves the right to refuse the cattle if they average more than 100 lbs. over stated base weight. If applicable, cattle weighing over 100 lbs. will have a slide increase of \$ .10.				
Bred Females Replacement Heifers	When cattle in one of these classes sell by the head with a stated base weight, the slide is a down slide only. There will be a 20# window down from the base weight with a \$.80/lb downslide. Example: A lot of replacement heifers had a base weight of 650# and they sold for \$700.00/head. At delivery, the heifers weighed 620#. The slide would start at 630# (this figure is arrived at by taking the base weight of 650# minus the 20# window). The actual slide is then figured as follows: 630# minus 620# = 10#; \$.80/lb. X 10# = \$8.00. The final price for the heifers would be \$692.00 (\$700.00 minus \$8.00).			
<b>Commissions:</b> Seller agrees to pay Agent a commission of the gross proceeds of the sale. Commissions will be calculated with the following percentages.	Calves & Yearlings		2%	<u>Minimum</u> charge of \$20.00 per head on all classes.
	Replacement Heifers		2.5%	
	Bred Females / Pairs		3%	

**# HEAD** is the actual head count to be delivered on the contract, after sorting. In the event Seller fails to deliver within 5% of the stated number, he will be liable for replacing any cattle not delivered with cattle of equal size and equal quality or make the necessary freight adjustment to Buyer, if Buyer demands. Replacement of cattle or freight adjustment will be at Seller's expense and Buyer's approval.

**# LOADS** is the number of loads to be delivered, with a minimum of 50,000 pounds unless otherwise specified in Contract and not to exceed the legal load limit allowed by any state through which the cattle must travel. Buyer is not required to accept a specific number of cattle sold, if they exceed the legal load limits.

**BASE WEIGHT** is the estimated average pay weight of the cattle on the day of delivery.

**PAY WEIGHT VARIANCE:** Even (+/- 10%), Fairly Even (+/- 15%), Uneven (+/- 20%), Very Uneven (+/- 25%), Extremely Uneven (+/- 30%). Seller warrants that no individual animal will vary more or less than these percentages from the average pay weight at delivery. Agent reserves the right to reject any animal that doesn't weigh within these perimeters.

**WEIGHING CONDITIONS:** All cattle will be weighed on a certified scale, tested within the last 6 months of weighing.

**OVERNIGHT DRY STAND:** "Overnight dry stand" will mean cattle will be dry-lotted (no feed or water) the evening prior to delivery unless otherwise stated in contract.

**OPEN HEIFERS:** Any heifers that are sold as "open" are advised to be pregnancy tested by a licensed veterinarian within 45 days prior to delivery.