

**American Roping Cattle, LLC
PO Box 269
Crawford, TX 76638**

Performance Testing Program – Consignment Form

Agreement made by and between American Roping Cattle, LLC. PO Box 269, Crawford, Texas 76638, hereafter referred to as Principal, and

Name: _____ Address _____

City: _____ State _____ Zip _____

hereafter referred to as Consignee.

Recitals

The parties recite and declare:

Principal's business:

Identify and provide superior domestic Corrientes for roping and rodeo events. American Roping Cattle (hereafter referred to as ARC) will evaluate data on the performance of Corriente cattle raised on ranches in the United States ("domestic Corriente producers") to determine quality and value in both a competitive roping environment and the beef market. Principal will identify and recognize those ranches and individuals providing superior cattle.

Principal will:

- Invite selected domestic Corriente producers to bring fresh cattle to a designated area to be evaluated in an approximately 12 month long pilot program. The evaluation will include cumulative roping runs per animal, feed yard performance, and results from a packer at the end of the program.
- Provide pasture, husbandry and management for Corrientes enrolled in the program.
- Break-in cattle using experienced ropers.
- Individually identify cattle that pass the break-in process using radio frequency tags and software.
- Arrange for cattle to be shipped to roping venues for evaluation.
- Record and database every run by Corrientes involved in the program. Database will include number and quality of runs.
- Split income evenly with consigner for steers completing over 25 income producing runs.

- Supply current information to participants on their animal's performance through a password protected website that will be updated after each roping event.
- Recognition will be given at the end of the pilot program for top performing animals. The Consigning ranch with the highest number of top performing animals will also receive an award and a monetary incentive bonus.
- Monitor cattle during the feed yard phase of program.
- Supply to feed yard managers and packers required information such as point of origin and age when animals enter the feedyard phase.
- Determine when to market fat cattle.
- Arrange for cattle to be sold to a packer that will supply carcass results.
- Arrange to have packer pay consignee net proceeds.
- Provide liability insurance for all cattle enrolled in the program.
- In the event of proven negligence resulting in loss of use or death of a consignee's roping animal while in the roping segment of the program, ARC will reimburse owner \$450.00/head.

Consignees are breeders of domestic Corriente Cattle:

- Who wish to participate in a testing program that will use USTRC sanctioned ropings as an initial platform for evaluating their herds.
- Who want to identify bloodlines that have added value because of their documented performance in the arena, feedlot, and packing plant.
- Who want to become a recognized resource for performance cattle to the USTRC and other stock contractors.
- Interested in providing performance tested seed stock to stabilize the market and increase the profitability of raising Corriente cattle.
- Interested in overcoming prejudice of domestic Corrientes by team roping stock contractors, rodeo producers, feeders and packers.

Consignee will:

- Deliver a designated number of fresh domestic Corrientes that conform to the specifications set forth in Schedule A.
- Promptly remove Corrientes that do not qualify for the performance testing program in the judgment of the program administrators within 7 days. Any animal not picked up will be taken to the nearest sale barn, Principal will be reimbursed all associated costs.
- Will share evenly in income generated by steers completing more than 25 competitive runs.
- Commit consigned cattle for the entire testing period, approximately 12 months.
- Pay all fees, within 10 days of being billed, to Principal. Fees will be \$15/head/month prorated plus any veterinary care that has to be administered to your animal until he goes to the feedlot. The first month is payable when the cattle are delivered. If Consignee fails to be current in all monthly payments at

the time the consigned animal enters the feedlot phase, Principal will assume a stableman's lien according to the laws of Texas.

- Hold Principal harmless in the event of an animal's injury or death.

Management of Principal's Business:

Principal shall have complete control of the management and operation of the performance testing program. Consignee reserves no supervision or control over Principal in the facilities, cattle, employees and methods to be used and employed by Principal in carrying out the purpose of this agreement.

Title to Cattle:

Consigned cattle will remain the property of Consignee until sold in the regular course of business.

Termination:

This agreement is not assignable and may be terminated by either party with 30 days written notice. During such period Principal is still responsible for management of cattle and Consignee is responsible for charges accruing.

Governing Law:

It is agreed that this agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

Arbitration of Disputes:

All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 10 days after the dispute first arises. Subsequently, arbitration shall be conducted by three arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

Entire Agreement: This agreement shall constitute the entire agreement between the parties.

I, _____ agree to deliver _____ head of Corrientes
(Consignee's name) (#)

meeting the specifications set forth in Schedule A to _____,
(location)

by _____.
(date)

Consignee's billing address is (print) _____
_____.

In Witness of the Above Executed at _____:

(Principal) Signature _____ Date

(Consignee) Signature _____ Date