



XXXXX GRAZING AGREEMENT

This Agreement is made and entered into this XX day of XXXXX 2025 by and between XXXXX LLC (a Colorado limited liability company located in XXXXX County, CO), referred to hereafter as the “**Ranch Operator**,” and XXXXX, referred to hereafter as the “**Livestock Owner**.” The Livestock pertinent to this Agreement (defined below) will be grazed on property owned or leased by the Ranch Operator, hereafter referred to as the “**Ranch**.” Livestock management practices will be at the sole discretion of the Ranch Operator. This Agreement will be in effect for the time period beginning XXXXX, 2025 and ending XXXXX, 2025 (the “**Grazing Season**”). As set forth more particularly below, the Grazing Season may be terminated early at the sole discretion of the Ranch Operator dependent upon weather, pasture conditions or natural disaster.

- 1) Number and Description of Livestock: The Livestock Owner will deliver to the Ranch, at the Livestock Owner’s expense, XXX (hereafter the “Livestock”). All Livestock are branded with the Livestock Owner’s brand, and thus the Livestock Owner, XXXXX, will be responsible for 100% of all costs associated with custom grazing as outlined in this agreement.
- 2) Delivery Detail: The Livestock will be delivered to the Ranch at a date and time mutually agreed upon by the Livestock Owner and the Ranch Operator, between XXXXX, 2025 and ending XXXXX, 2025. The livestock delivered to the Ranch will be free of “culls”, “bums”, “dogs”, and “locos” or other visibly unfit animals. The Ranch Operator reserves the right to refuse delivery of any Livestock at the Ranch Operator’s sole discretion and at the Livestock Owner’s expense.
- 3) Health Program: During the grazing period, the Ranch Operator shall be responsible for the treatment of any sick Livestock, including foot-rot, pinkeye, and other diseases that appear during the time on the Ranch. The Ranch Operator and the Livestock Owner will agree on a protocol for doctoring within one week of Livestock's arrival on the Ranch. The Livestock Owner shall reimburse the Ranch Operator for any medicine, darts for drug delivery and veterinary expenses incurred by the Ranch Operator for the care of the Livestock upon receipt of a monthly invoice as set forth in Paragraph 6(c).

If the Livestock Owner chooses to pour-on dewormer prior to Livestock arrival, the Ranch Operator requires a dung beetle friendly product such as Cydectin (Moxidectin as the active ingredient). The Ranch Operator will pay the difference in cost compared to a traditional pour-on dewormer with pre-approval and an invoice showing cost and difference of Livestock Owner’s normal de-wormer product.

- 4) Supplement/Mineral Program: Supplemental salt will be provided at all times by the Ranch Operator. Bloat blocks will be provided when applicable by the Ranch Operator. The Ranch Operator will arrange for the purchase, delivery, and storage of salt, mineral, and bloat blocks. Any additional mineral or supplement beyond those provided by Ranch Operator will be provided by the Livestock Owner, at the Livestock Owner’s expense.

5) Emergency Hay Feeding: It is fully realized by the Livestock Owner and Ranch Operator that on occasion, unexpected events (fire or out-of-season snow storm) may require supplemental hay feeding on the range, or rarely, in a dry lot. The Ranch Operator agrees to feed hay to the Livestock at any time when the Livestock must be fed or dry-lotted. Hay may be provided by the Livestock Owner and delivered to the Ranch at the Livestock Owner's expense or may be purchased from the Ranch Operator. During times when the Livestock need to be fed for more than 48 hours, the cost of the grazing lease will be temporarily suspended and replaced by a \$0.40 cent/head/day yardage fee. Any hay purchased from the Ranch Operator is a billable expense borne by the Livestock Owner and will be included in the monthly invoice.

6) Payment Schedule:

a) The Ranch Operator shall be paid for the total number of livestock, as defined herein. On the day of delivery to the Ranch, the livestock will be counted and recorded. The Ranch Operator shall be paid:

i) Pairs: ~~\$X.XX~~/head/day

This amount shall be paid promptly upon invoice sent by the Ranch Operator on a schedule as set out in 6(b).

b) Payment of \$0 as earnest money deposit is due when the agreement is signed. The Ranch Operator shall bill the Livestock Owner monthly for the previous month's grazing fees, hay, and care.

c) The Ranch Operator shall bill the Livestock Owner monthly, by the fifth (5th) business day following the end of each month, for any direct costs associated with the Livestock including health care and any supplemental hay/feed used for the Livestock. Invoices shall be provided via email at the address identified in 9) Communication below. Invoices shall be paid in full within fifteen (15) days from the date of the invoice. A service charge of 1.5% per month will be charged on all account balances outstanding fifteen (15) days or more.

d) The receipt and acceptance of any rent, payment, or compensation by the Ranch Operator from the Livestock Owner shall not be construed as a waiver of any breach, default or violation of this Agreement, whether said breach, default or violation is known or unknown at the time of acceptance of payment by the Ranch Operator.

7) Livestock Management:

a) No indoor shelter will be provided for Livestock at any time. Access to shade is not guaranteed.

b) The Ranch Operator may run the Livestock in a combined herd with livestock of separate ownership.

8) Breachy Livestock: Any animal found outside the permanent barbed wire pasture more than



three (3) times shall be removed upon request of the Ranch Operator. Any animal found to be continuously disrespecting hot, polywire fence past a reasonable grace period upon arrival to the Ranch shall be removed upon request of the Ranch Operator. The Livestock Owner shall assume all costs for removal of the animal from the Ranch.

- 9) Communication: The Ranch Operator will communicate with the Livestock Owner at least monthly via telephone, text, e-mail, or written report on the Livestock condition and performance, any known death loss, any medicine cost incurred, and any other details relevant to this Agreement.

During the course of this agreement, the Livestock Owner shall provide Ranch Operator 24 hours notice before visiting the Ranch and the Livestock.

Any communications between the parties shall be directed to the addresses, phone numbers, and email addresses provided below.

Ranch Operator (Contact Person):

Livestock Owner (Contact Person/s):

Name

XX Ranch, Position

Street Address

City, State Zip Code

Phone Number

Email

- 10) Death Loss: Ranch Operator shall notify the Livestock Owner if any Livestock die or become ill, missing, or stolen during the term of this Agreement. The Ranch Operator shall not be held liable for death losses or missing cattle. During the term of this Agreement, the risk of loss of the Livestock, whether by loss, damage, or destruction thereof by theft, fire, lightning, the elements, natural causes, or otherwise, is assumed by the Livestock Owner, and in the absence of gross negligence or willful misconduct by the Ranch Operator, the Ranch Operator shall in no event be answerable or accountable therefor, nor shall the death or loss of any of the Livestock entitle the Livestock Owner to any reduction, abatement or refund of any payment owed to the Ranch Operator. The Ranch Operator does not provide livestock insurance covering Livestock; Livestock Owner is encouraged to have insurance on the Livestock.

- 11) Ownership of the Livestock:

- a) The Livestock operated under this agreement must be marked by numbered ear tags and brand prior to arrival to Ranch Operator's property.

- b) Livestock will be the sole property of the Livestock Owner. If ownership changes, a new brand must be applied, proper livestock transfer documents must be filed under the state where the transfer is made, and the Livestock must be legally owned by the next party in accordance with State law.
- 12) Default and Termination: In the event of the failure by the Livestock Owner to timely make any payment required hereunder or to otherwise comply with any terms hereunder, the Ranch Operator shall notify the Livestock Owner in writing of said failure. The Livestock Owner shall thereafter have ten (10) days to completely cure such default and/or make any required payment. In the event that the Livestock Owner fails to cure a default within ten (10) days following notice thereof by the Ranch Operator, then in addition to any other remedy available at law or in equity, and without regard to election of remedies, the Ranch Operator may terminate this Agreement upon written notice to the Livestock Owner, whereupon this Agreement shall have no further force or effect, and the Ranch Operator shall not be liable for any loss or damage to the Livestock Owner occasioned by the Ranch Operator's enforcement of this Paragraph. The Livestock Owner may make any disputed payment under protest with reservation of all rights.
- 13) Livestock Service Lien: As provided by Colorado Stat. §35-41.5-102(1), C.R.S, the Ranch Operator shall have a lien upon the livestock in its possession to secure the performance of all obligations of the Livestock Owner under this Agreement. In addition to any other remedy available at law or in equity, in the event of the failure by the Livestock Owner to timely make any payment required hereunder, the Ranch Operator may retain possession of one Pair/\$3,500 owed at the end of the agreement and charge the Livestock Owner for the reasonable value of providing livestock services to the livestock until the Livestock Owner's obligations secured by this Agreement have been satisfied.
- 14) Early Removal of Livestock: It is fully understood between the parties that the length of the Grazing Season set forth herein is an estimate based on past usage and pasture conditions. Fire and precipitation directly affect pasture conditions and therefore grazing capacity. The Ranch Operator will notify the Livestock Owner at least two (2) weeks prior to the termination date in the unlikely event that early removal of the Livestock from the Ranch is required. Early removal of the Livestock from the Ranch shall be determined at the Ranch Operator's sole discretion. Livestock not removed after that time will be charged \$5/1000 lbs/day.
- In the unlikely event of a wildfire threatening the Ranch and the Livestock, the Ranch Operator will work with Livestock Owner to facilitate a plan for the Livestock which may include evacuation of the Livestock from the Ranch if appropriate alternatives are not available for the safety of the Livestock and Ranch Operator's team.
- 15) Shipping Expenses: The shipping expenses, including but not limited to trucking, weighing, and brand/health inspection costs, will be borne entirely by the Livestock Owner.
- 16) Covenant Not to Sue; Hold Harmless. Livestock Owner covenants not to sue and shall

release, defend, indemnify and hold Ranch Operator, its managers, members, employees, contractors, insurers, agents and representatives, harmless from and against any and all claims arising from the death, injury or property damage to the Livestock, or the death, personal injury or property damage to third parties caused by the Livestock while the Livestock is on the Ranch and under the care of Ranch Operator, including claims alleging Ranch Operator's negligence. Livestock Owner hereby assumes all risk of death, injury or damage to the Livestock from any cause, and waives all claims in respect thereof against Ranch Operator. As used in this Paragraph, "claims" shall include, without limitation, all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising from Ranch Operator's actions or omissions under this Agreement.

- 17) Entire Agreement: This Agreement sets forth the entire understanding between the parties and may not be amended except by written agreement signed by both parties.
- 18) Law: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The parties hereby agree that the state courts located in the State of Colorado shall have exclusive jurisdiction over any dispute between the parties relative to this Agreement, specific to where the disputed animals are pastured for the majority of the time held by the Owner in the same year as the suit is filed, whether said disputes sound in contract, tort or other areas of the law.
- 19) Attorney's Fees: In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and experts, which shall include, without limitation, all fees, costs and expenses of appeals.
- 20) Waiver: The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. Acceptance of partial payment by Ranch Operator shall not constitute a waiver of any default of this Agreement by the Livestock Owner (including failure to make payment in full) or any rights of Ranch Operator under this Agreement or as otherwise provided by law. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.
- 21) No Partnership: Nothing contained in this Agreement, nor any agreements or transactions contemplated hereby, shall be construed to create a partnership, trust, association, fiduciary relationship, joint venture, or other relationship between the parties, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. The duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. The Ranch Operator and Livestock Owner shall not have any right, power,



or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

- 22) Binding on Heirs: The terms of this Agreement shall be binding upon the heirs, executors, administrators, and successors of both the Ranch Operator and the Livestock Owner in like manner as upon the original parties, except as provided by mutual written agreement otherwise.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

RANCH OPERATOR:

_____	_____	_____
Ranch Operator	Signature	Date

Name:
Ranch:
Street Address
City, State Zip Code:
Phone Number:
Email:

LIVESTOCK OWNER:

_____	_____	_____
Livestock Owner	Signature	Date

Name:
Ranch:
Street Address
City, State Zip Code:
Phone Number:
Email:



Addendum to XXXXX Custom Grazing Contract

During the time of the grazing lease, if animals owned by XXXXX are grazed on public lands, they will be under the control of XXXXX LLC.

Brand: _____ Location of brand: _____

_____	_____	_____
Livestock Owner	Signature	Date