

## SALE OF BEEF HERD SHARE AND BEEF CATTLE BOARDING AGREEMENT

THIS AGREEMENT is made and entered into by and between Bay Mills Community College, whose address is 12214 W. Lake Shore Drive, Brimley, MI 49715 (herein called "BMCC"), and \_\_\_\_\_, whose address

is \_\_\_\_\_  
(herein called "Buyer"). Street City ZIP Code

### SELLER AND BUYER AGREE AS FOLLOWS:

1. BMCC agrees to sell \_\_\_\_\_ share to Buyer.
  - a. One half share is worth the initial cost value of 1/2 steer (\$750).
  - b. One quarter share is worth the initial cost value of 1/4 steer (\$375).
2. Buyer, upon payment of one of the following options, becomes a part Buyer of the BMCC beef herd.
  - \$ \_\_\_\_\_ per share, complete payment must be made no later than the day the animal is scheduled to be hauled to the processor.
  - \$ \_\_\_\_\_ per month (up to five payments; complete payment must be made no later than the day the animal is scheduled to be hauled to the processor),
  - \$ \_\_\_\_\_ per bi-weekly payroll deduction (up to ten payments; complete payment must be made no later than the day the animal is scheduled to be hauled to the processor)
3. Buyer is assigned to one steer Tag #/name \_\_\_\_\_ in the BMCC grass-fed beef herd.
4. Buyer agrees to pay for the care, maintenance, boarding, and feeding of his/her steer for the complete duration of his/her ownership in the BMCC beef herd, which is from September 1, 2022 until his/her steer leaves BMCC's farm for processing (estimated to be early June 2023).
5. BMCC agrees to provide care and boarding of Buyer's calf in the Waishkey Bay Farm beef herd. Care and boarding shall mean having possession of, feeding, maintaining and caring for the Herd and will include appropriate shelter and bedding when needed, water, BMCC hay, supplemental feed, minerals, salt, and labor.
6. BMCC agrees that:
  - a. All grazed forage and harvested hay will not be treated with any chemical herbicides or pesticides.
  - b. BMCC will never seed any genetically modified (GMO/GEO) variety of forage (grass or legume) or any annual crop used for grazing or hay by our beef herd.
  - c. Cattle have never been given implants or fed any type of growth promoting,

including sub-therapeutic antibiotics.

- d. Cattle will not be fed any type of medicated feed, unless so directed by a veterinarian as a means of treatment for an occurrence of illness throughout the entire herd.
  - e. If cattle are treated for a herd-wide illness, all pharmaceutically listed withdrawal times will be observed before the cattle can be sent to the processor.
7. The cattle in Waishkey Bay Farm's beef herd will have access to fresh air, water, and grass at all times during the grazing seasons. They will be given stored BMCC hay and supplemental feed, as needed, during the winter and other brown months.
  8. BMCC's Waishkey Bay Farm staff will inspect Buyer's calf regularly for signs of ill health. If medical treatment for only the Buyer's steer is indicated, the calf will be treated and the Buyer will be billed for treatment(s) amount with his/her next monthly boarding statement. However, should the entire herd need treatment(s), the incurred costs will be divided equally and pro-rated according to percentages owned for all Herd Buyers. This amount would be added to all Buyers' next monthly boarding statement. If the Buyer's calf needs to be treated for an individual illness, all pharmaceutically listed withdrawal times will be observed before the calf can be sent to the processor.
  9. BMCC will maintain the premises and facilities in healthy and safe conditions for the cattle and workers.
  10. Boarding Fees:
    - a. For boarding the Buyer's undivided interest in the Herd, Buyer will pay monthly to BMCC the amount listed on the monthly statement for boarding costs to include feed, bedding, salt, minerals, alfalfa pellets and any veterinary expense incurred in the previous month. The parties agree the amount of the boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by BMCC for its services to be provided to Buyer under this Agreement. The monthly statement shall include the address where payment is to be remitted.
    - b. The boarding cost fee shall be paid by Buyer to BMCC, in advance, on or before the 20th day of each month, or as indicated on the monthly statement.
    - c. If Buyer fails to pay BMCC or notify them of a delayed payment, BMCC will hold Buyer's share for 2 months to allow Buyer to catch up. If Buyer continues not to pay, he/she forfeits the ownership of a herd share or the percentage owned of a herd share (1/2 or 1/4) and no money will be returned to him/her.
    - d. The BMCC shall have, and the Buyer specifically grants to the BMCC, a lien and security interest in the undivided interest of Buyer in the Herd for all unpaid boarding and other charges resulting from the boarding and care of the animal and other services required or requested of the BMCC by the

Buyer under and pursuant to this Agreement.

- e. The Buyer agrees that in the event the charges due from the Buyer to the BMCC are not paid within the time provided herein or otherwise agreed between the Buyer and the BMCC, BMCC may exercise its lien rights, and in connection with such rights, may dispose of the Buyer's interest in the Herd for any and all unpaid charges.
11. BMCC agrees to grant Buyer access to the premises of the Waishkey Bay Farm and its cattle during regular business hours (Mon-Fri 9 am-3 pm). The Buyer shall call the farm before visiting (906-322-1864) during normal business hours as farm staff may have to run errands away from the farm.
12. The Buyer acknowledges that activities on and about the farm and BMCC operations are inherently dangerous and if or when the Buyer or any other person under the direction or with the authority of the Buyer enters the Farm, the Buyer or other person does so at his or her own risk and the BMCC shall have no responsibility for any injury or death that may result to or from the Buyer or other person being on the Farm in the absence of grossly negligent or intentional conduct of employees or agents of the BMCC. The Buyer shall indemnify and hold the BMCC harmless from any and all claims, liability, damage, loss, costs and expenses (including attorney fees) incurred by the BMCC in defense or settlement of any claims against the BMCC asserted by the Buyer or another person authorized or directed to be on the Farm by the Buyer for personal injury, death or property damage unless the personal injury, death or property damage was the direct result of gross negligence or intentional acts or omissions of the BMCC.
13. BMCC shall reimburse the Buyer for any payments made toward the Herd Share cost if the animal dies. This does not include Boarding fees.
14. Once the Buyer's calf/calves is/are ready to be processed and the Buyer has paid, in full to BMCC, the entire amount owed for the Herd Share Agreement and all incurred Boarding Agreement costs and reasonable transportation costs, BMCC will allow, and make arrangements for, the steer to be hauled to a processor and provide hauling to the processor.
15. The Buyer shall not transfer or assign any of the Buyer's rights or interests in the Herd or under this Agreement without the prior written consent of the BMCC, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Herd Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment. The Buyer shall at no time and under no circumstance sell or exchange any of the Buyer's interest in the Herd except in accordance with this Agreement. Any transfer or assignment or attempted transfer or assignment in violation of this Agreement shall be void.
16. One half herd share entitles buyer to receive 50% of the beef produced when his/her steer is processed. One quarter herd share entitles buyer to receive 25% of the beef produced when his/her steer is processed.

17. Buyer is responsible for all processing costs for his/her animal.
18. Time Period Covered. The provisions of this agreement shall be in effect for no more than 28 months, commencing on the day this agreement is executed by both parties on the date written below. Cattle will not exceed 28 months of age while on the premises. This agreement shall continue in effect until the cattle is/are delivered to the meat processor of BMCC's choice or the Buyer forfeits his/her ownership of his/her herd share.
19. This Agreement is being executed and delivered within the exterior boundaries of the Bay Mills Indian Community reservation and shall be construed in accordance with and governed by the laws of the Bay Mills Indian Community without regard to its rules of conflicts of laws.
20. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors, heirs, executors, administrators, and permitted assigns.
21. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date described above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Duane A. Bedell, Seller  
Bay Mills Community College

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Buyer Contact Information:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_