Rev 9/21

STATE OF NEBRASKA

NEBRASKA BRAND COMMITTEE

411 Niobrara Ave ALLIANCE, NEBRASKA 69301

Application and Agreement for Permit to Move Cattle out of The Nebraska Brand Area for Grazing or Feeding Purposes January 1, 20__

| | | , County of Residence |
|----------------------------------|--|---|
| | hereby make application for a | permit to move cattle out of the Nebraska Brand Area for grazing or feeding purposes. My laries of the Nebraska Brand Area are described by law, is legally described as follows: |
| Legal Description of land | situated INSIDE the Nebraska Bran | nd Area: |
| | | |
| | | |
| County: | Owned or Leased (If I | leased, owner's name (or agent), address, telephone number) |
| Number of Years Used | | Phone () |
| Legal Description of land | situated OUTSIDE the Nebraska Br | rand Area: |
| | | |
| | | |
| | | |
| County: | Owned | d or Leased (If leased, owner's name (or agent), address, telephone number) |
| Number of Years Used | | Phone () |
| | | |
| Number of Head | Brand(s) | on livestock |
| Description of Cattle | | |
| | (Cows, calves | s, bulls, color, breed, etc.) |
| Points of Market | | |
| THIS AGREEMENT, | | (Auction market, packing plant, etc.) |
| | | by and between the Nebraska Brand Committee, a committee existing under and by virtue |
| | | a, hereinafter referred to as the first party, and whose address is same as I: That the parties hereto, for and in consideration of the mutual covenants and agreements |
| hereinafter set out to be kep | t and performed by the parties hereto, | have this day agreed to the terms OUTLINED ON THE BACK OF THIS |
| APPLICATION. The first 20 | party may, at its discretion, cancel and | d terminate this agreement without prior notice; otherwise, agreement expires December 31 |
| As the permit holder, PLEA | ASE SIGN ONE COPY OF THIS AI | PPLICATION AND FORWARD IT TOGETHER WITH THE \$15.00 FEE TO: |
| | 1 | Nebraska Brand Committee |
| | | 411 Niobrara Ave Alliance NE 69301 |
| NEBRASKA BRAND COM | MMITTEE (First Party) | Permit Holder (Second Party) |
| | | |
| Bv: | | Bv: |

- 1. The Nebraska Brand Committee may, at its discretion, grant permission to any cattle owner based in the Nebraska Brand Inspection Area as described in Section 41 (3) Nebraska Livestock Brand Act or in an adjacent state having a mandatory brand inspection law and operating under authority of the Packers and Stockyards Division of the United States Department of Agriculture, to remove cattle from a county within the Nebraska Brand Inspection Area that is adjacent to the brand area line into an adjacent county, or portion thereof, or into a county of a state adjacent to the brand area line without having an inspection by the Nebraska Brand Committee as described in Section 41 (3) Nebraska Livestock Brand Act. Any person or persons granted this permission shall agree that the cattle so removed shall be returned to the brand inspection area of the state of origin within twelve (12) months from the date of removal. Should any cattle removed from the brand area under this permission and agreement be marketed in any manner or otherwise not returned to the brand area within twelve (12) months for any reason, the person or persons being granted this permission shall contact the Nebraska Brand Committee and make arrangements to have said cattle inspected by the Nebraska Brand Committee and pay the regular brand inspection fee and surcharge if inside the Brand Inspection Service Area. If cattle are located in the non-brand inspection area or another state the actual expense to perform the inspection as outlined in Nebraska Revised Stature 54-1,108 Section 2(c) are due.
- 2. The Nebraska Brand Committee may, at its discretion, grant a permit to any non-Nebraska Brand Inspection Area based cattle owner in the state of Nebraska to transport cattle into the brand area and to remove cattle outside of the Nebraska Brand Inspection Area if the parcels of land described above are located in an adjacent county to the brand inspection area line and/or if the parcels of land are located in an adjacent county within the brand inspection area of the State of Nebraska.
- 3. No permit shall be granted to any non-Nebraska Brand Inspection Area based cattle owner to remove cattle outside the state of Nebraska Brand Inspection Area unless the parcels of land described above are located in an adjacent county within the brand inspection area of a state having a brand inspection law and operating under authority of the Packers and Stockyards Division of the United States Department of Agriculture.
- 4. Permit holder shall agree to permit inspectors/investigators of the Nebraska Brand Committee to inspect the herd at any time during daylight hours without cost to the permit holder.
- 5. Cattle moved from the Nebraska Brand Inspection area by virtue of this special permit shall be subject to the brand inspection laws of the state where the parcels of land located outside the Nebraska Brand Area as described above are located.
- 6. Permit holder shall re-apply if descriptions of land change prior to expiration.

ADDITIONAL LAND DESCRIPTIONS (continued from front)

Legal Description of land situated INSIDE the Nebraska Brand Area:

Legal Description of land situated **OUTSIDE** the Nebraska Brand Area