PRIVATE TREATY PRODUCTION SALE SPECIAL BRAND INSPECTION AGREEMENT

When a breeder of registered cattle or a producer of non-purebred seed stock cattle, which are located within the Nebraska Brand Inspection Area, desires to be extended the discretionary right of having such cattle brand inspected in advance of any expected seasonal sales, permission to do so may be granted at the discretion of the Nebraska Brand Committee. However, before the advance brand inspection privilege shall be extended to a producer, the following requirements must be met, and agreed to by the producer making such request:

- 1. All cattle anticipated for a seasonal sale, shall consist of only such cattle as are owned by the producer that shall be limited to breeding stock 30 months of age or under and for show stock 12 months of age and under.
- 2. All registered cattle shall be properly identified by a tattoo as recorded to the breeder with the association responsible for the registration of each individual animal within the applicant's herd or an association assigned number brand. If a tattoo or number brand is not used, some form of individual identification must be used to identify each animal. All non-purebred, seed stock cattle will be properly identified by a Nebraska recorded ownership brand or some other form of identification, i.e. tattoo, freeze brand, bangs tag, electronic ID, etc.
- 3. All Fleet Permits issued under the terms of this agreement shall become null and void six months following date of issuance and animals that have not been sold. Remaining unsold animals may be included in the next group of registered cattle selected for a seasonal special privilege inspection. All unused Fleet Permits remaining in possession of applicant shall be forwarded to the Inspector upon expiration of this agreement.
- 4. Any cattle previously inspected under the requirements of this agreement, and for which an inspection fee has been paid, will be subject to an additional brand inspection at any time they are marketed at an auction market, packing plant, or ranch-farm dispersal sale, and an additional fee collected.
- 5. Fleet Permits will be issued to the breeder or producer by the brand inspector on the date the inspection is made, and at that time the inspector will collect the current fees in effect.
- 6. It will be the responsibility of the registered cattle breeder to properly identify each animal by tattoo or other individual identification for the benefit of the brand inspector. It will be the responsibility of the brand inspector to identify the animals by brand if one exists and record the brand as well as the individual animal's identification on each Fleet Permit and resulting Clearance issued.
- 7. When the breeder or producer sells an animal inspected under the provisions of this agreement, it shall be the responsibility of the breeder/producer to provide the buyer with the proper Fleet Permit at the time the buyer takes possession of the animal. In the event the

buyer is not present at the time the animal or animals are removed from the producer's premises, the Fleet Permit shall be given to the buyer's authorized agent.

- 8. Once an animal has been sold, all Buyer information including Name, address, and phone number will need to be provided to the Inspector with the specific animal identified and date sold. The Inspector will generate an electronic Sale Clearance for the producer. It will be the producer's responsibility to collect the embossed document and ensure delivery to the Buyer.
- 9. Permit holder shall agree to allow Nebraska Brand Committee Investigators or Inspectors to inspect their herd at any time during daylight hours without cost to the permit holder.
- 10. At all times the right to revoke this permit shall rest with the Nebraska Brand Committee in the event the holder of a permit does not comply with the requirements therein contained.
- 11. This Agreement and the associated Fleet Permit certificates shall expire six months after issuance.

Transaction Date starting from: _____

I, ______ of _____, Nebraska, certify that I understand the above requirements and agree to the terms thereof.

Signature of Breeder/Producer

Signature of Chief Investigator

Date

Date