

STATE OF NEBRASKA
NEBRASKA BRAND COMMITTEE
ALLIANCE, NEBRASKA 69301

REGISTERED FEEDLOTS - AN ALTERNATE BRAND INSPECTION PROGRAM

The State of Nebraska has available to cattle feeders operating in the Nebraska Brand Inspection Area a program that is an alternative to brand inspection as is presently being done. The program offers the convenience of not having to have a brand inspection on fat cattle at time of shipment, either at origin or destination. Additionally, a modest to considerable cost savings may be realized depending on the nature of the operation.

The primary feature of this program is that all cattle placed on feed and having originated direct from brand area grass, stalks, etc., whether owned by the feedlot operator or an outside party, must have an inspection upon arrival at the lot and prior to being mixed with any other cattle. The normal brand inspection fee will be charged for these "in" inspections.

All other cattle placed on feed, whether from out-of-state or purchased at brand area sales or at private treaty sales within the brand inspection area, may be placed on feed, fed out and shipped without any brand inspection "in" or "out" or at destination.

A simple form provided by the Nebraska Brand Committee must be filled out and sent with the cattle when shipped. The only exception is for cattle going to a brand area sale barn or being sold for purposes other than direct slaughter. These cattle would be subject to normal brand inspection laws and charges.

The Nebraska Brand Committee requires that the operators of registered feedlots maintain records reflecting the origin of cattle placed on feed, the count, date "in", etc. If your present records do not reflect this information, a simple form will be provided by the Nebraska Brand Committee for your use.

The current cost of being in this program is an annual charge of \$1000.00 per 1,000 head of cattle on feed, plus \$250.00 for each increment of 250 head above this with a minimum charge of \$1000.00. This fee is based initially on the total one time capacity of your lot(s). The yearly renewal fee is based on the average of the quarterly inventory records obtained by our area investigator, not on the "turnover".

Additional information may be obtained by contacting the Nebraska Brand Committee, Alliance, NE, phone 308/763-2930, or by contacting any of the Brand Committee inspectors in your area.

Initial _____

Renewal _____

Lot # _____

APPLICATION AND AGREEMENT FOR PERMIT TO OPERATE A REGISTERED FEEDLOT

To be made in duplicate and sent to - **Nebraska Brand Committee**
P. O. Box I
Alliance, NE 69301

Name(s) of Applicant: _____
(Note if Corporation or Partnership)

Address: _____ City: _____ Zip: _____

Telephone: _____

County: _____ Township or Precinct: _____

Total One-Time Capacity of Lot(s) (Number of Head): _____

Location of Feedlot: _____

Approximate size of Lot(s) (Acres): _____

Type of Operation (Note One) Commercial: _____ Private: _____

Owner(s), if other than applicant: _____

Names of persons authorized to sign Shipping Certificates: _____

If granted permission to operate as a registered feedlot, I/we hereby agree to abide by the rules and regulations as set forth in Nebraska revised statutes 54-1,120 through 54-1,122. It is understood that such registration will be valid for one year, and that the fee for such registered feedlot status is \$1000.00 for each one thousand head capacity (minimum) plus \$250.00 for each increment of 250 head above the 1,000 head total, based on the actual one-time capacity of my lot(s).

Signature of Applicant(s) _____

Officer _____
(If Corporation or Partnership)

Applicant will submit a properly completed copy of this form to the Nebraska Brand Committee at the time application is made, plus fees in the amount of \$1000.00 for each one thousand head plus \$250.00 for each increment of 250 head above the 1,000 head total of the one-time capacity of lot(s) to be registered. If application is approved, a copy of this permit will be returned to applicant. If application is denied, fees will be returned to applicant, and an explanation advising applicant of reasons for disapproval.

AGREEMENT:

This agreement, made and entered into this _____ day of _____ 20____ by and between the Nebraska Brand Committee, a committee existing under and by virtue of the provisions of State Statute 54-1,120 through 54-1,122, hereinafter referred to as the first party, and _____ whose address is _____ hereinafter referred to as the second party,

WITNESSETH: That the parties heretofore, and in consideration of the mutual covenants and agreements hereinafter set out to be kept and performed by the parties heretofore, have this day agreed as follows:

1. Owner or owners must make application for a special Registered Feedlot Permit, in writing, on forms furnished by the Nebraska Brand Committee.
2. The application shall be accompanied by a payment of \$1000.00 for each one thousand head plus \$250.00 for each increment of 250 head above the 1,000 head total capacity of the applicant's feedlot. This payment will be refunded in full should this application be denied.
3. Applicant shall permit inspection of the feedlot by authorized personnel of the Nebraska Brand Committee prior to issuance of the permit and shall furnish any additional pertinent information as may be requested.
4. Permits shall be in force for one (1) year from date of issuance. Application for renewal shall be made in writing thirty (30) days prior to expiration of existing permit.
5. Any change in the registration fee shall not be reflected until the next renewal date, at which time the applicant will be duly notified in advance.
6. Any cattle within the confines of the feedlot on the date initial application is made for registered status shall be subject to an audit. The audit shall determine number of head, ownership status and point of origin immediately prior to being placed in feedlot.
7. An inventory of all cattle placed in the Registered Feedlot after the permit issuance date shall be kept by the applicant on a form approved by the Nebraska Brand Committee.
8. Cattle owned by, or under the control of, the permit holder that are located within the brand inspection area of the State of Nebraska, but outside the confines of the Registered Feedlot, shall be subject to a brand inspection by the Nebraska Brand Committee prior to the cattle being intermingled with any other cattle from within the Registered Feedlot, and within three (3) days prior to being moved from outside of the Registered Feedlot to within the Registered Feedlot. An inspection fee will be charged on all cattle inspected under this provision.
9. Cattle, other than those described in Section 8 of this agreement, may be placed in the Registered Feedlot without a brand inspection being performed, provided they are moved directly from point of origin to the Registered Feedlot and are accompanied by some satisfactory evidence of ownership as described in State Law 54-189, Livestock Brand Act. This evidence of ownership shall be made a part of applicant's records and be made available to any authorized personnel of the Nebraska Brand Committee upon demand.
10. Applicant shall execute a Shipping Certificate on each shipment of cattle from the Registered Feedlot that are destined for direct slaughter. This certificate shall be made in quadruplicate, and one copy to accompany shipment, one copy for trucker or carrier, one copy for the Nebraska Brand Committee, and one copy for permit holder. The Nebraska Brand Committee copy shall be forwarded to that agency within thirty (30) days following date of shipment.

11. Cattle shipped from within the Registered Feedlot for purposes other than direct slaughter, shall be subject to the brand inspection laws and requirements governing sale and/or shipment of cattle located within the Brand Inspection Area of the State of Nebraska.
12. Applicant agrees to allow authorized personnel of the Nebraska Brand Committee to make "spot" inspections and/or counts of any cattle located within the Registered Feedlot, or at any market or packing house within or without the State of Nebraska, if such cattle were shipped under authorization of a Registered Feedlot Permit. Such inspections or counts shall be conducted in a reasonable and prudent manner.
13. Cattle shipped from a Registered Feedlot to a packing house where brand inspection is provided by the Nebraska Brand Committee, must be accompanied by the Shippers Certificate. Cattle not accompanied by a Shippers Certificate will be subject to brand inspection, evidence of ownership requirements, and the payment of the regular brand inspection fee.
14. The Nebraska Brand Committee, at its discretion, may cancel and terminate this agreement and permit number upon receiving documentation that the permit holder has not been complying with the provisions of this agreement herein contained. Permit holder may request a hearing within thirty (30) days after receipt of written notice of permit cancellation, at which time he shall show cause why the agreement and permit should not be canceled. The permit shall remain void until final determination has been made by the Nebraska Brand Committee.

THIS AGREEMENT EXPIRES ONE YEAR FROM DATE OF ISSUANCE

In witness whereof the parties heretofore have executed this agreement the day and year aforesaid.

NEBRASKA BRAND COMMITTEE

First Party Signature

Second Party Signature

By _____
Director/Assistant Director

By _____
Title _____

Date _____

Date _____

APPLICANT DO NOT WRITE BELOW THIS LINE

Investigated for approval by _____

Date _____ Approved _____ Disapproved _____

Approved by _____ Chief Brand Inspector

Date _____ Registration Number Issued _____

Registration disapproved by _____
Area Investigator/Supervisor

Date _____ Reason for disapproval _____

Referred to Nebraska Brand Committee for final decision