


LOT DESCRIPTION FORM		 <p>JOPLIN REGIONAL STOCKYARDS traditional values & innovative approach</p> <p>P.O. Box 634 · 10131 Cimarron Road · Carthage, MO 64836 Phone: 417-548-2333 · Fax: 417-548-2370 www.joplinstockyards.com</p>
Auction:		
Field Representative:		
Special Showlist:		
Asking Price:		
Heifer Sell Back:		
Expected Sale Date:		

Name (Contact):			
Company (shown as seller):			
Lienholder: (if any):			
Address:		City:	State:
Phone:	Cellular:	Fax:	Email:

Steer Head Count:	Steer Base Weight:	Price slide will be _____ per lb. if cattle weigh 1 to 50 lbs over the base weight; _____ per lb. if weigh 51 to 90 lbs. over the base weight; contract is voidable by agent or buyer if cattle are more than 90 lbs over the base weight.
Heifer Head Count:	Heifer Base Weight:	
Location:		State:
Origin:		
Delivery Date:		Variance:
Implant:		Horns:
Vac. History:		
Weigh Up:		Wormed:
		Shrink:
Feed:		
Field Agent:	Regional Manager:	Region:
Misc:		

Frame:	Large	Med+	Med	Med-	Light
%					
Condition:	Fleshy	Med+	Med	Med-	Thin
%					
Color:	Red	Black	Yellow	Other:	
%					

*NUMBERS MUST IN PERCENTAGES.

Submitted By: _____ Date: _____

Consignor Signature: _____ Date: _____

LIVESTOCK CONSIGNMENT AGREEMENT

This Livestock Consignment Agreement ("Agreement") is made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Consignor") and Joplin Regional Stockyards, Inc. (hereinafter referred to as "JRS"), for and in consideration of the covenants and conditions set forth as follows:

1. Consignment. Consignor hereby consigns to JRS the cattle identified in the Lot Description Form above, which JRS, as Consignor's agent, shall offer for sale at auction through video broadcast at JRS' physical facilities, which broadcast will also be simultaneously broadcast on the internet, subject to the provisions set forth herein and the tariff for JRS on file with the Grain Inspectors and Packers and Stockyards Administration ("GIPSA"). A copy of the tariff is available to Consignor upon request. The internet broadcast is accessed through the website of JRS, www.joplinstockyards.com.

2. Payment of Consideration. The total purchase price for the Consigned Cattle shall be: (a) the Base Price (the amount bid for hundred weight through the auction service provided by JRS) plus the Slide Adjustment (the Slide Adjustment is the Slide times the excess of the average Net Sale Weight over the Base Weight as set forth in Lot Description Form above); and (b) multiplied by the Net Sale Weight (Gross Sale Weight at shipment less the pencil shrink set forth in Lot Description Form above) provided that if the average Net Sale Weight is 90 pounds or more over the Base Weight, this Agreement, at the operation of JRS, shall be treated as an unauthorized withdrawal under Section 7 below. Upon completion of the contract with the purchaser of the Consigned Cattle (the "Buyer"), JRS shall pay Consignor a partial payment equal to \$30.00 per head. The balance of the purchase price, less the Commission and any other deductions required by law, shall be paid to Consignor at shipment, as evidenced by the Livestock Weight Record and further evidenced by the Cattle Sale Invoice.

3. Commission and Charges. For its services, JRS shall receive and retain from the sale of the Consigned Cattle, the following fees as set forth in JRS' tariff on file with GIPSA: \$16.00 per head commission and \$1.00 per head for beef check-off. All losses and injuries to cattle during the loading process will be the responsibility of the consignor.

4. Delivery. Delivery shall be FOB Buyer's trucks. In the event Consignor fails to deliver the total number of cattle set forth in the Lot Description Form above (a "Nonconforming Delivery"), JRS may, at its option, deduct from the purchase price the difference between the price stipulated in this Agreement and the then-prevailing market price on the number of cattle not delivered, based on the average weight of those delivered. JRS' acceptance of or payment for a Nonconforming Delivery shall not constitute waiver of JRS' right to recover said difference against Consignor. If, for any reason, Consignor is unable to make satisfactory delivery of the Consigned Cattle at the times herein specified, JRS has the right and option to extend the time of the delivery.

5. Conditions. The cattle covered by this Agreement shall be weighed on certified scales and are subject to the same terms set forth in JRS' tariff at all Federal and State laws requiring brand and veterinary inspection. Consigned Cattle will be inspected by JRS and any culled, sway backed, crippled, lump jaw, lepy, sick, blind, stags, bulls, calvy heifers or loco animals, as determined by JRS or Buyer, will not be accepted. Consignor shall furnish to JRS, at Consignor's sole expense, any brand and standard health certificates required by State or Federal law. If extraordinary health certificates, tests or documentation (i.e., for bangs, tuberculosis or the like) are required for shipment, it shall be at the Buyer's request and expense. If at any time of shipment there exists any Federal or State regulation prohibiting interstate shipment of said Consigned Cattle, this Agreement shall be terminated and Consignor shall immediately return to JRS all money paid hereunder.

6. Consignor's Reserve: JRS will contact the consignor after the cattle have been sold on the video auction. The consignor will at this time determine whether he wants to sale or no-sale the cattle. If JRS cannot contact the consignor in a reasonable time (less than 30 minutes after the sale) then the cattle will be marked as not sold.

7. Withdrawal. JRS shall have the exclusive right to market and sell the Consigned Cattle after the date of this Agreement unless Consignor notifies JRS two (2) days prior to the scheduled sale date that the Cattle are withdrawn from the sale. JRS reserves the right to withdraw any Consigned Cattle at any time before actual sale if in JRS' sole judgment (a) there is doubt as to the accuracy of Consignor's representation or warranties set forth herein in any respect, or (b) Consignor has breached or is about to breach any provision of this Agreement. In the event JRS withdraws any Consigned Cattle, or there is an unauthorized withdrawal pursuant to paragraph 2 hereof, Consignor shall pay all of the costs for the care and handling of the Cattle.

8. Consignor's Representations. Consignor represents and warrants that (a) the description of Consigned Cattle in the Lot Description Form above is, and until the completion of delivery shall be, accurate and truthful in all material respects; (b) Consignor has the right and title to sell the Consigned Cattle; (c) the Consigned Cattle are, and until the completion of delivery shall be, free and clear of all liens, claims and encumbrances of others, excepting _____ (in which case any sales proceeds shall be jointly payable to Consignor and any encumbrance holder), and Consignor shall defend title to the Consigned Cattle at Consignor's expense, and (d) upon sale, good title and right to possession shall pass to the Buyer free of any such liens, claims, encumbrances or restrictions. Consignor agrees that such representations and warranties are for the benefit of JRS and Buyer of the Consigned Cattle and that such representations and warranties shall survive the completion of the transactions contemplated hereby. Consignor agrees to notify JRS promptly in writing of any events or circumstances that may cause the foregoing representations and warranties to be inaccurate or breached in any way. If Consignor is acting as an agent for a principal, Consignor and principal, jointly and severally, assume all of the obligations under this Agreement.

9. Indemnification. Consignor shall defend, indemnify and hold harmless JRS from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorneys' fees and costs), arising out of, based upon or resulting from (a) any act or omission of Consignor, its agents, representatives or employees, or any allegation based upon such act or omission, relating to or affecting the Cattle consigned to JRS hereunder, (b) the claim of any third party claiming or challenging title to any Cattle consigned hereunder, or (c) the claim of any Buyer or any person resulting from JRS offering for sale or selling any Cattle consigned hereunder, whether or not the Consigned Cattle have been offered, sold or returned to JRS.

10. No Assignment. No right or interest in this Agreement shall be assigned by Consignor.

11. Notices. Any notices to either party hereto shall be by facsimile transmission, accompanied by overnight mail by a recognized overnight mail carrier such as Federal Express or UPS, to the contact information for each party below:

Consignor: _____	Joplin Regional Stockyards, Inc.
By: _____	Attention: Steve Owens
Name: _____	10131 Cimarron Road
Title: _____	Carthage, MO 64836-0363
Address: _____	Telephone: (417) 548-2333
	Fax: (417) 548-2370

12. Jurisdiction and Venue. The governing laws for any and all claims arising under this Agreement are to be governed by the laws of the State of Missouri, and jurisdiction and venue shall lie only in the State of Missouri, Jasper County. In the event that any lawsuit or action is undertaken to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and expenses, including any incurred on appeal.

13. Entire Agreement. This represents the entire Agreement between the parties hereto, in conjunction with the GIPSA tariff, and supercedes any prior written or oral agreements of the parties hereto. This Agreement may only be amended by a written document signed on behalf of both parties. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. Counterparts. This Agreement may be signed by the parties hereto in separate counterparts with the same force and effect as if all parties signed the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Consignor _____

Joplin Regional Stockyards, Inc.

By: _____
Authorized Representative

By: _____
Authorized Representative