

McCulloch County Junior Livestock Association Project Feeding Area and Pens

FEEDING FACILITY CONTRACT - G. ROLLIE WHITE DOWNS

This use permit agreement is entered into by the McCulloch County Junior Livestock Association, an incorporated association (The "Association") and participating youth _____, (the "Exhibitor") minor child of _____ & _____ parent/guardian (s) for the purpose of setting forth an agreement to allow and permit the exhibitor (s) to use the project feeding area and pens (Barns #8 and #9 and certain buildings), as agreed, together with areas within one hundred feet (100') of such Barns and buildings, located on a 86.384 acre tract of land in McCulloch County and known as the G. Rollie White Downs (the "Facilities").

Association and the Exhibitor (s) hereby agree as follows:

1. Subject to the terms and provisions of this agreement, the Exhibitor (s) is hereby authorized to use the Facilities for the purposes of caring for, feeding, and raising 4-H and FFA livestock show projects, as follows:
 - a). The Barns commonly known as Barn #8 and #9: The Exhibitor will have on-going access to the barns for work and youth livestock projects. Such projects include weighing, feeding, housing, grooming, and exercising livestock projects for the purpose of showing said livestock in the local and major livestock shows.
 - b). There shall be a limit to a maximum of 16 swine for the Facilities. All swine stalls shall be concreted to minimize sanitation problems.
 - c). Number of pens allowed per exhibitor for all species will be decided by the Association Board. If there are requests in excess of available pens/animals, the McCulloch County Board of Directors will determine the number of pens/animals that each exhibitor will be allowed to house at the facility.
 - d). Mating of breeding animals is prohibited from taking place in the Facility.
 - e). In order to protect the soil and building from soil borne disease, only healthy livestock are allowed. No deceased or infectious livestock as diagnosed by veterinarian to remain.
 - f). ONLY THE ASSOCIATION shall be entitled to modify the facilities as needed to house livestock projects. Any permanent modifications to the Facilities and/or surrounding area must be approved by the Association Board of Directors.
2. The Exhibitor shall undertake and perform the following duties and responsibilities for and with respect to its use and occupancy of the Facilities:
 - a). Required that parents/guardians of any minor, and each adult that shall use or occupy the Facilities to house, groom, weigh or show any animal, to sign a waiver of liability prior to such use.
 - b). Exhibitors must be bonafide members of a 4-H Club or FFA Chapter in McCulloch County and animals under the direct supervision of the McCulloch County Extension Agent and/or Brady, Lohn, or Rochelle Vocational Ag Teacher. All animals and exhibitors must be eligible for show in the McCulloch County Junior Livestock Show.
 - c). All exhibitors must have viable proof of ownership available and validated for show at the proper time.
 - d). Exhibitors must continuously own and personally feed and care for their animal (s) throughout the entire feeding period. The animal (s) may not be out of the exhibitors care for a period exceeding 48 hours. Exceptions may be made with approval from the supervising agent/teacher.
 - e). Exhibitors must maintain and clean their project pens/area as needed, and as necessary to remove any excessive trash, debris, odor, run-off and spoil deposited on such premises from migrating off the site.
 - f). Exhibitors must maintain security of the facilities at all times, including their personal feed, equipment, and animals. The Facility Main Entrance Gates are required to be locked at all times when persons are not inside the facility area. It is recommended that all personal equipment, animal pens, feed, etc. be locked with personal combination locks, and the supervising agent/teacher be given the combination to personal locks in case of an emergency.
 - g). Exhibitors must adopt, use and employ safety rules and regulations appropriate to its events and activities. All city ordinances must be obeyed at all times by EVERYONE when on the facility... including the non-use of alcohol and/or drug products.
 - h). Treating an animal internally or externally, with any irritant, counter-irritant, or other substance is considered unethical, inhumane, and is prohibited. The use of inhumane fitting, showing and/or handling practices or devices shall not be tolerated.
 - i). Any violation of the "Texas 4-H and/or FFA Livestock Program Ethics Policy" or specific rules as designated by individual fairs and livestock shows may result in forfeiture of the exhibitor lease and/or future participation.
 - j). Addition "non-facility" buildings, trailers, vehicles, materials, and/or equipment (that can not be stored/housed within the designated exhibitor feed area) must have Board approval to remain on the facility for more than 24 hours.

3. **Utility Fees** ...The Exhibitor shall pay the Association an "user utility fee" each year to pay the city cost of the utilities (primary water). The minimum "user utility fee" Per pen/per month:

Rabbits	\$ 1.00/hd
Sheep	\$10.00/hd
Goats	\$10.00/hd
Swine	\$10.00/hd
Cattle	\$15.00/hd

4. **Facility Fees**...The Association may deduct a "user facility fee" from the exhibitor's county sale premiums a minimum "user facility fee" for each pen that the exhibitor utilizes as follows:

Rabbits	\$ 20.00/pen
Sheep	\$ 50.00/pen
Goats	\$ 50.00/pen
Swine	\$ 75.00/pen
Cattle	\$100.00/pen

After completion of the project and the animals have been removed, the supervising agent/teacher can recommend that the "facility user fee" be WAIVED providing that the following conditions have been maintained throughout the feeding period.

- a). Animal pens/feeding areas were consistently cleaned, orderly, and animals properly cared for.
- b). Exhibitor/family/friends prevented excessive utility costs by timely reporting major leaks to officials...and/or timely fixing minor water leaks of containers/pipes/faucets. Exhibitors should utilize water containers that do not leak, not allow water to run over containers, and timely turn off water faucets when not in use to conserve water.
- c) Exhibitor/family/friends prevented costly facility repairs by proper care and use of facilities.

5. The terms of this lease agreement will terminate upon permanent removal of the animal project from the facilities. The lease is for one year or less, and will automatically terminate on April 1. However, the Association Board of Directors can terminate this lease at any time WITHOUT PRIOR NOTICE for any non compliance lease violations.

RELEASE OF LIABILITY

McCulloch County Junior Livestock Show & Sale Association, Inc. including its officers, directors, servants, agent/teacher advisors, city of Brady, and/or employees, herein called "Association" and the exhibitor, including parents, and/or legal representatives, herein called "exhibitor" agree that the "Association" will in no case be responsible for any loss, damage or injury to the person, animals or property loss, damage or injury is occasioned and by who. Association and exhibitor further agree that exhibitor will protect, indemnify and save harmless the Association from any and all claims, suits and/or judgements (including the cost of defense of any such claim and/or suit by the Association) brought by anyone as a result of any loss, damage or injury to any person, animals or property occasioned by any action or inaction of exhibitor, either solely or in conjunction with Association or anyone else.

I agree to abide by the rules and regulations as published by the directors of the McCulloch County Junior Livestock Show and Sale Association, Inc., the terms and conditions set forth in the McCulloch County Junior Livestock Association Project Feeding area and Pens Contract, and the Release of Liability.

<p align="center"><u>Proposed Starting Date</u></p> <p align="center">...../...../.....</p>	
<p>(X) List the number of animals in the right column that you will be feeding at the facilities..</p>	
<input type="checkbox"/> Rabbits	_____
<input type="checkbox"/> Goats	_____
<input type="checkbox"/> Sheep	_____
<input type="checkbox"/> Swine	_____
<input type="checkbox"/> Cattle	_____

_____ Exhibitor Signature	_____ Exhibitor Printed	_____ Date
_____ Parent/Guardian Signature	_____ Parent/Guardian Signature	_____ Date
_____ Phone Number (Home)	_____ Phone Number (Cell)	_____ Phone Number (Work)
_____ Primary email address	_____ Secondary email address	