

# B&B Cattle Company

10220 FM 2289

Normangee, TX 77871

Phone: 979-220-6295

## Nomination Form

### SECTION A: APPLICANT/CONSIGNOR INFORMATION

Applicant/Consignor	Ranch Name
Address	Telephone No.
	Fax No.
City/Town	E-mail Address:
County	Date
State	Zip Code

Applicant/Consignor is:  Individual Proprietorship  Partnership  Corporation  Other \_\_\_\_\_

Names of: Proprietor(s), Partners or Officers

NAME	TITLE/POSITION	YEARS IN BUSINESS

### SECTION B: BULLS/HEIFERS NOMINATED

BREED	NUMBER OF BULLS / HEIFERS	ENTRY FEE (\$100 PER BULL; AND/OR \$50 PER HEIFER)
		Total Entry Fee \$:

### SECTION C: GOODS/SERVICES AND PAYMENT

The Total Entry Fee specified above is payable upon execution of this Nomination Form ("Agreement") and is nonrefundable. Applicant/Consignor will be invoiced by B&B Cattle Company (the "Company") thereafter on a monthly basis for feed and other maintenance expenses. Charges shall be at reasonable and customary rates as may be determined from time to time by the Company. Applicant/Consignor agrees to make payment of any and all invoiced amounts directly to the company at 10220 FM 2289, Normangee, Madison County, Texas 77871. Unless otherwise noted on specific invoices forwarded to Applicant/Consignor pursuant to this Agreement, payments shall be made by Applicant/Consignor upon receipt of the invoiced amount.

(PLEASE SEE OTHER SIDE)

**SECTION D: AGREEMENT**

Applicant/Consignor agrees to abide by the terms set forth herein and, with respect to amounts hereafter invoiced to Applicant/Consignor hereunder, Applicant/Consignor agrees to pay a finance charge on past due balances calculated monthly at the rate of ten percent (10%) per annum. Applicant/Consignor further agrees to pay reasonable legal fees and other reasonable costs incurred for the collection of overdue amounts.

**SECTION E: ASSUMPTION OF RISK AND RELEASE**

Applicant/Consignor acknowledges and is aware of the inherent risk in cattle care and maintenance. ACCORDINGLY, APPLICANT/CONSIGNOR, HIS/HER HEIRS, EXECUTORS, ADMINISTRATORS, INSURERS, REPRESENTATIVES AND SUCCESSORS, HEREBY UNCONDITIONALLY AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE COMPANY AND ALL OF ITS OWNERS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, OR THE LIKE, OF WHATEVER KIND OR NATURE, EITHER AT LAW OR IN EQUITY, REGARDLESS OF WHETHER SUCH CLAIM, DEMAND, LIABILITY, CAUSE OF ACTION OR THE LIKE IS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF ALL OR ANY PORTION OF THE RELEASED PARTIES, WHICH THEY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASED PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THE MAINTENANCE /CARE OF APPLICANT/CONSIGNOR'S CATTLE BY THE COMPANY. The provisions of this Section E shall survive any termination of this Agreement.

**SECTION E: FINAL PAYMENT**

All amount invoiced to Applicant/Consignor hereunder, along with any and all other charges incurred to date, must be paid by Applicant/Consignor at be time of pick up of any cattle delivered to the Company hereunder. The Company shall have a lien on any such cattle for the amount of charges then due and owing in accordance with Section 70.003 of the Texas Property Code.

**SECTION E: MISCELLANEOUS**

From time to time, the Company may amend this Agreement upon written notice to Applicant/Consignor of not less then thirty (30) days prior to the dates such amendments are to become effective. The laws of the State of Texas shall govern the interpretation and enforceability of this Agreement. Further, the parties hereto agree that this Agreement is partly performable In Madison County, Texas and that the sole and exclusive venue for any dispute directly or indirectly arising out of this Agreement is Madison County, Texas. The undersigned warrants that he or she has executed this Agreement as an act of and with full authority to bind Applicant/Consignor.

NOTICE TO APPLICANT/CONSIGNOR: DO NOT SIGN THIS NOMINATION FORM BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS NOMINATION FORM AND BY YOUR SIGNATURE BELOW ACKNOWLEDGE RECEIPT OF A COPY OF THE SAME.

**GUARANTY OF PAYMENT**

"As an inducement to the Company to extend open account credit to the above Applicant/Consignor, and for and in consideration of the same, in the event charge sales are made to the above Applicant/Consignor, the undersigned hereby individually guarantees payment of all credit sales made to the above Applicant / Consignor by the Company, according to the terms of the above Agreement. This guaranty of payment shall be absolute and continuing, and shall not be affected by any renewal, extension, or rearrangement of any indebtedness owing by Applicant/Consignor under and pursuant to said open account. In the event Applicant/Consignor fails to pay any amounts (including principal, interest, and costs of collection) owing to the Company under such open account, the undersigned shall, on demand and without further notice of any kind, pay the amount to the Company, and It shall not be necessary for the Company, in order to enforce such payment by the undersigned, to first institute suit or exhaust its remedies against Applicant/Consignor or others liable on such indebtedness, or to enforce its rights against any security that shall ever have been given so secure the said open account."

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
ACCEPTED : B&B Cattle Company, A Sole Proprietorship

\_\_\_\_\_  
BRAD BARRETT, OWNER

\_\_\_\_\_  
Date: