

Association No.1470 J.P.Raine, Producer's Name R.F.D.1, BOX 16, RENO, NEV. Producer's Mailing Address
NEVADA MARKETING AGREEMENT with THE CALIFORNIA CATTLEMEN'S ASSOCIATION.

NEVADA MARKETING AGREEMENT.

THIS CONTRACT, entered into this 19 day of January, 1925, between the first undersigned, herein called the Producer, and the second undersigned, The California Cattlemen's Association, herein called the Association,

W I T N E S S E T H

1. The Producer hereby appoints the Association exclusive agent and grants it the exclusive to sell all cattle now or hereafter owned or controlled by Producer, provided that either party may cancel this agreement at the end of any year after 1924 by written notice to the other given between November 1st and November 30th of such year. Producer shall inform the Association of the location and number of each kind of cattle herein involved and grants Association right of entry on any lands controlled by him to obtain such information at Producer's expense should he neglect to do so. Association shall use its best efforts in the course of orderly marketing to make sales of such of the cattle above described as at any given time are intended or in the opinion of the Association are acceptable for slaughter, but shall not make such sales at prices below any minimum prices which Producer from time to time may fix on the basis of the rate per pound, official government grades, ranch or shipping point, provided that such minimum shall be ineffective at the option of the Association until ten (10) days written notice thereof shall have been received by the Association. In order that the Producer may more accurately fix such minimum sales prices, the Association shall maintain for Producer's exclusive and confidential use a marketing information service covering all available and appropriate facts and conditions. Producer shall deliver all cattle sold hereunder, to slaughter house or f.o.b. cars shipping point, failing in which the Association may do so at Producer's expense. The Association shall have power to execute all documents and do all things necessary or incidental to the powers hereby granted.

2. The Association alone shall collect the proceeds of all sales above described, and after deducting all advances and charges against the cattle sold and an amount as a deposit or final payment toward the merchandising costs of the Association, which shall not exceed 2% of the gross sales price, shall promptly remit the balance to the Producer with a detailed account of sales. The Association shall make sales of all cattle herein described, other than intended or acceptable in the opinion of the Association for slaughter, only as specifically requested by Producer, and only upon such terms and conditions as Producer may define, and in such cases shall make no charge for its services beyond the actual cost of the service rendered.

In case of disagreement between the parties hereto as to the grade of any cattle, the matter shall be decided by three persons, one chosen by the Producer, one by the Association, and a third by the other two. The grade as determined by the Association shall be binding in all cases in which the Producer does not, in writing, dispute it prior to any shipment

3. The terms hereof are necessary to the plan and purpose of the Association for the orderly marketing of cattle and it is the intent of the parties hereto that during the terms hereof Producer may effect the sale of cattle described above only in accordance herewith. The Association has entered into and will enter into, other similar contracts for the fulfillment of such purposes, and at substantial cost has provided itself with appropriate facilities. In consideration thereof, Producer agrees that the agency herein created is coupled with an interest and shall be irrevocable except as herein provided. The Producer hereby creates a lien in favor of the Association on all cattle herein described to secure all sums that may become due hereunder. Such lien shall be subsequent to any lien created in good faith for value on such cattle prior to the filing of any suit by the Association to enforce the lien herein created. It would be extremely difficult and impractical to ascertain the amount of damages which the Association would suffer if Producer should neglect, refuse or fail to market the whole or any part of the cattle herein involved as herein provided, for which reason it is agreed that Producer shall pay to the Association as reasonable liquidated damages, upon demand, the sum of one (1) cent per pound on any and all cattle herein involved sold by him otherwise than as herein provided.

4. The continued fulfillment on the part of the Producer of the obligations relating to marketing his or its cattle through the facilities of the Association as set forth herein is essential to the accomplishment of the purposes of the Association and to its effective existence as a co-operative marketing organization, and any neglect, refusal or failure on the part of such Producer to keep and perform the said obligations would result in irreparable loss and damage to the Association. In the event of breach or threatened breach by the Producer of the said obligations the Association shall be entitled to an injunction to prevent such breach or further breach and to a decree for specific performance of the said obligations relating to the marketing of his or its cattle through the facilities provided by this Association.

5. As a method of securing credit or borrowing money against the proceeds of sale of any cattle, the Producer may assign to the Association all of Producer's interest therein for the purpose of making sales in the manner herein provided; thereafter Producer may issue assignments on forms provided by the Association in sums of not less one hundred dollars each payable in priority of registry with the Association, of Producer's claim against the Association for the proceeds from such cattle when sold and accounted for under the terms hereof.

J.P. Raine
Producer.

(Cal. Cattlemen's Association Seal)

The California Cattlemen's Association.

By Hubbard Russell
Its Managing Director.

It is understood and agreed that ^{the} within shall be ineffective until the Board of Directors of The California Cattlemen's Association shall declare by resolution that a sufficient number of similar contracts have been executed to justify entering upon the purpose thereof, and thereupon the within shall become binding upon the parties as a contract.

J. P. Raine
Producer.

The CALIFORNIA CATTLEMEN'S ASSOCIATION

By Hubbard Russell
Its Managing Director.

STATE OF CALIFORNIA,)
) ss.
 County of Alameda.)

On this 15 day of May in the year one thousand nine hundred and 25 before me, R.M. Hagen, a Notary Public in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Hubbard Russell known to me to be the Managing Director of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Alameda, the day and year in this certificate first above written.

(Notarial Seal)

R.M. Hagen
 Notary Public in and for the said County of Alameda,
 State of California.

Recorded at the Request of California Cattlemen's Association June 5, A.D. 1925 At 0 minutes past 5 P.M.

Peter Merialdo---Recorder.