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Winter Cow Care Agreements

With feed prices high this year, lower cost grazing options like crop residue or winter range may be attractive options, even if animals may need to be transported a distance. When entering into an arrangement for winter grazing, setting up proper documentation can help the interaction flow smoother.

Aaron Berger, Nebraska Beef Educator, Mary Drewnoski, UNL Beef Systems Specialist, and David Aiken, UNL Ag and Water Law Specialist recently provided these considerations when setting up a winter cow care agreement.

It is important that these agreements be in writing and spell out specific responsibilities as well as risk ownership to avoid uncertainties and disagreements. The goal of a good agreement is that there are no surprises and that all parties are clear on expectations and roles.

In the lease, a number of questions need to be asked and answered up front:

1. The basics. When will animals arrive and leave? How many and what kind of animals are coming? Are there any performance expectations? How animals are identified (tag, brand, etc)?
2. If animals need to be moved during the grazing period, who pays for local trucking costs? How about if an animal becomes ill and needs to be transported to a closer location for care or to a vet?
3. Speaking of illness... how will sick cattle be handled? Who shoulders the treatment costs and who is notified? How are decisions with sick animals to be made? Who is the veterinarian to contact if need be and who makes that call?
4. How will death loss and missing cattle be handled? One option is to set initial death loss that would be at the expense of the owner with an agreement that the operator is responsible for the value of cattle above this level. How will price be determined? It may be useful to set this price upfront to avoid issues. How will death be verified? Procedures utilized by insurance companies to verify cow death loss can be adopted and included in agreement. That typically involves a licensed veterinarian with the vet expense normally assigned to the cow owner.
5. Have cattle seen electric fence before? If individual cows do not respect fences, does the provider have the right to send them home? How will these trucking costs be handled?
6. What will the cattle be fed or graze? Will supplemental protein or energy be fed when grazing? How will need be determined? If grazing, what are the feeding expectations when ice and snow restrict intake. How will the costs associated with supplemental feed be handled? Will mineral/salt be delivered provided to the cattle? Who is paying for the costs? How will intake be managed? Will body condition monitored and feeding adjusted? What is acceptable condition? Herd body condition score should be assigned to cows when care for them is transferred and a discussion of the expectations for cow condition during the care period should take place. Having body condition assigned before cows leave the providers location is also a good idea. Use of a third party (such as a veterinarian) to assist both parties in the assessment of body condition is recommended.
7. Will cows be comingled with any other herd? What are the vaccination requirements if comingled?
8. Will any additional services need to be provided, such as calving out of cows? What if will happen, if for instance, the cows start calving unexpectedly?

9. Inspection of cattle and facilities? What rights and under what conditions does the owner have the right to inspect the cattle when under control of the care provider?
10. Termination of agreement? What conditions would lead to the owner being able to remove cattle/terminate the agreement with the care provider and the reverse. How much notice must be given?
11. Payment terms. When and how much. It is common for some money to be paid to the provider upfront and then costs to be bill monthly by the provider. Will full payment be required before cattle are returned to owner

Winter cow care agreements involve a lot of trust by both parties. It is advisable to get references for the other party when working with someone for the first time. Care providers may find it useful to talk with the owner's lender and other individuals that have conducted business with the owner. The owner may find it useful to talk with other owners that the provider has worked with in the past.

Winter cattle care can be a useful and cost effective option to utilize, especially when forage is tight, but care must be taken to protect all parties involved. A written agreement laying out answers to some of the questions we've asked is a great start. As always if you have further questions, your local extension office is happy to help.

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