

DEPARTMENT OF AGRICULTURE COOPERATIVE AGREEMENT

This agreement made between _____ a non-profit organization, residing at _____, herein after referred to as **COOPERATOR**; and the Nevada Department of Agriculture, herein after referred to as **AGRICULTURE**.

Pursuant to the provisions contained in NRS 569.010, 569.031 and NRS 569.080, the Nevada Department of Agriculture is authorized to enter into agreements for the placement or disposition of stray horses.

WHEREAS, the **COOPERATOR** has requested to enter into an agreement with **AGRICULTURE** for the disposition of stray horses from various areas within the state of Nevada which have been taken up, held and advertised by the Department of Agriculture in order to protect the rights of any lawful owner according to the provisions of NRS 569.070, the expenses for which will be paid for by the Department out of the proceeds of this sale; and,

WHEREAS, the necessity for this agreement is due to unique and unusual circumstances,

THEREFORE:

1. **COOPERATOR** acknowledges that this agreement is limited to this singular incident and does not constitute an ongoing contractual arrangement with **AGRICULTURE**.
2. **COOPERATOR** agrees to purchase and take physical possession of _____ head of stray horse(s) from **AGRICULTURE** at a time and place to be determined by **AGRICULTURE** and disclosed to **COOPERATOR** no later than one year from the date of this agreement.
3. **COOPERATOR** agrees to purchase said stray horse(s) from **AGRICULTURE** for a fee of \$ Fifty dollars per head, to be deposited in the Livestock Inspection account. **COOPERATOR** further agrees to pay to **AGRICULTURE**, in certified funds or cashiers check, one half of the total purchase price of the total number of horses stated in (2) above as a deposit. Said deposit is non-refundable and applicable to the purchase price. In the event that **AGRICULTURE** is unable to provide said horses within one year, deposit is fully refundable.
4. **COOPERATOR** must take physical possession of the total number of horses agreed to in (2) above within 10 days time after written notification by **AGRICULTURE** that the horse(s) are available. Should **COOPERATOR** not take physical possession of the horse(s) agreed to within the specified time period, the deposit shall be forfeited by **COOPERATOR**.
5. **AGRICULTURE** will provide **COOPERATOR** with a Brand Inspection Clearance Certificate enabling the possession and transportation of the horse(s) at the time **COOPERATOR** takes physical possession of said horse(s).

Department of Agriculture and _____

- 6. **COOPERATOR** agrees to properly and humanely care for the stray horse(s) in his/her possession for a period of not less than 1 year.
- 7. This agreement will be interpreted according to the laws of the State of Nevada.

Signed:

Cooperator

Agriculture

Date

Date

Tax ID# _____

Mailing address

Nevada Department of Agriculture
Division of Livestock Identification
1351 Elm St.
Elko, Nevada 89801
(775) 738-8076

City, State, ZIP Code

() _____
Telephone Number

Approved as to Form by:

Deputy Attorney General for Attorney General

On _____
(Date)