



## VOLUNTARY INSPECTIONS TERMS AND CONDITIONS

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**Company Name:** \_\_\_\_\_

**Authorized Officer:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**The undersigned acknowledges and agrees that voluntary livestock inspection services are subject to the following Terms and Conditions:**

### Types of Inspection

1. Livestock inspection is required and voluntary under the *Livestock Identification and Commerce Act*.
2. LIS is required to inspect livestock inspection on entry into inspection sites and to issue livestock permits. The inspection sites are livestock markets, feedlots, abattoirs, livestock assembling stations and country sale sites. All other inspections are voluntary.

### Voluntary Inspections

3. The Livestock Inspector will do a physical inspection of the livestock, and the inspection results will reflect the Livestock Inspector's findings on the date and time of the inspection.
4. If the request is for all visible brands, LIS may be required to clip the animal, which may involve clipping all six locations to identify brands that cannot be read by visual inspection. LIS will require access to a chute to clip the cattle. If a chute is not available, the animals will not be clipped.
5. The brand and location will be recorded on a Livestock Manifest.
6. If the Livestock Inspector finds any brands on the livestock that are not registered to the person in possession of the livestock, the Livestock Inspector will follow regular inspection procedures to clear the brand. If there are any notations on the Livestock Manifest related to a brand, it is the responsibility of the person requesting or relying on the inspection to contact the Livestock Inspector to clarify any issues related to that brand.
7. The Livestock Inspector's physical inspection and inquiries into any brands on the livestock do not provide information on whether the livestock is subject to liens, financing, or encumbrances. The Livestock Manifests do not purport to represent and cannot be relied upon in support of any representation as to whether the person in possession of the livestock is the legal or beneficial owner or has clear title to the livestock.
8. The undersigned acknowledges and agrees that the inspection and the Livestock Manifest from LIS do not provide any evidence as to ownership of the livestock or whether the owner has clear title to the livestock.

**Obligations of the inspection location**

- 9. The person requesting the inspection must ensure that:
  - a) the facilities (pasture, corrals, alleys, pens, chutes and gates) are adequate and appropriate for performing the inspection to be carried out;
  - b) the livestock Inspector is given whatever assistance is reasonably necessary to enable the inspector to carry out the inspection safely and efficiently;
  - c) all livestock being inspected are confined in an area suitable for the type of inspection requested; and
  - c) where sunlight is inadequate, artificial lighting is provided.
- 10. The Livestock Inspector may refuse to carry out the inspection if the facilities are inadequate or cannot be carried out safely and efficiently. If this occurs, the person requesting the inspection will be invoiced for mileage and time for the Livestock Inspector to attend.

**Disclaimer and Indemnification**

- 11. The person requesting the inspection acknowledges and agrees that LIS, its officers, directors, employees or agents (hereinafter referred to as "LIS") shall not be liable to that person or that person's officers, directors, employees or members or its lenders for any act or omission or for any breach or non-performance in carrying out the inspection or in preparation of the report whether the act, omission, breach or non-performance was caused by the negligence of LIS or otherwise.
- 12. The undersigned agrees that no action or proceeding will be commenced by the person requesting the inspection or anyone associated with that person against LIS or any Livestock Inspector or LIS employee for any act or omission or for any breach or non-performance in carrying out the inspection or in providing the inspection information, whether the act, omission, breach or non-performance was caused by the negligence of LIS or otherwise.
- 13. The person requesting the inspection agrees to indemnify and save harmless LIS and its directors, officers, employees, and agents (collectively referred to as LIS) from and against any and all claims, demands, damages, losses, costs, charges, expenses, actions, and causes of action of any kind, including (but not limited to) legal fees on a full indemnity basis, which may be made or brought by anyone against LIS now or in the future, arising from any act or omission or from any breach or non-performance in carrying out the inspection or in providing the inspection information whether the act, omission, breach or non-performance was caused by the negligence of LIS or otherwise.

**Signature**

**Company Name:** \_\_\_\_\_

**Authorized Officer:** \_\_\_\_\_

Signature: \_\_\_\_\_

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