

**United States Department of Agriculture
Grain Inspection, Packers & Stockyards Administration**

Packers & Stockyards Program

Basic Procedures

Livestock Auction Markets



**Prepared for 2010 GIPSA Leadership Development Program
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Eastern Colorado/Western Kansas**

Introduction

Livestock Auction Markets are regulated by the Packers and Stockyards Act (PSA), 1921, and the regulations, as amended and supplemented.

Auction markets play an integral role in the purchase and sale of livestock in the United States. Livestock auction markets are officially defined as “market agencies selling, in commerce, livestock on a commission basis” or “furnishing stockyard services.”

A stockyard owner is “engaged in the business of conducting or operating a stockyard.”

For the purposes of this Basic Procedures Manual, livestock auction markets will be simply referred to as “auction markets” or “markets.” In the U.S. livestock industry, they are also commonly known as “sale barns, sales barns, the sale, and the barn.”

This manual is not intended to be technical in nature. Rather, it is to provide simple guidelines to help livestock auction markets comply with the PSA.

This Basic Procedures manual is intended as a tool to help auction markets understand the requirements for compliance with the P&S Act and regulations. It is not a substitute for professional advice. Readers should consult their attorney, accountant, or other advisers for individual guidance.

PACKERS & STOCKYARD PROGRAM

Contact Information

www.gipsa.usda.gov

PACKERS AND STOCKYARDS PROGRAM – HEADQUARTERS

GIPSA Administrator

Stop 3601, Room 2055-South Building
1400 Independence Avenue, SW
Washington, DC 20250-3601
(202) 720-0219

REGIONAL OFFICES

Eastern Regional Office

Elkin Parker, Director
Pam Lake, Admin Officer
75 Spring Street, Suite 230
Atlanta, GA 30303
Telephone 404-562-5840
FAX 404-562-5848

Western Regional Office

John Barthel, Director
Tim Johnson, Admin Officer
One Gateway Centre
3950 North Lewiston, Suite 200
Aurora, CO 80011
Telephone 303-375-4240
FAX 3 03-371-4609

Midwestern Regional Office

Jay Johnson, Director
Terry Taylor, Admin Officer
Room 317
Federal Building
210 Walnut Street
Des Moines, IA 50309
Telephone 515-323-2579
FAX 515-323-2590

GIPSA HOTLINE

Any person can report to GIPSA violations or suspected violations and abuses in the grain, livestock, meat, and poultry industries.

1-800-998-3447 (toll-free)

Livestock, Meat, & Poultry

USDA, GIPSA, P&SP
STOP 3601
1400 Independence Ave., SW
Washington, D.C. 20250-3601
FAX 202-205-9237
Email: PSPComplaints@usda.gov

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P&SP Forms referenced are: *(a)* provided in the **APPENDIX** of this manual, *(b)* available from any P&SP Regional Office, and *(c)* found on the GIPSA website:

www.gipsa.usda.gov

(Select: Forms > P&SP Forms)

Section 1 – Posting a Market

A stockyard is “....any place, establishment, or facility commonly known as stockyards, conducted, operated, or managed for profit or non-profit as a public market...consisting of pens, or other enclosures, and their appurtenances, in which live cattle, sheep, swine, horses, mules, or goats are received, held, or kept for sale or shipment in commerce.” All auction “facilities” that meet the definition of a “stockyard” must be posted.

✓ **SUBMIT: “Information to be Supplied in Connection With Posting a Stockyard.”** (*Form P&SP-1200; instructions Form P&SP-1200-i.*)

The “physical” facility is posted, with a “posting sign” affixed to the facility in “plain view of the public.” The facility remains posted until such time as it can no longer be used as a stockyard. P&SP issues a notice in the Federal Register of its intent to “depost” the facility. (*Example: A stockyard would be deposted when the entire structure is leveled to build a strip mall.*)

Today, very few new facilities are posted. When a market is sold, new owners take over at an existing facility, where only the name and ownership changes.

✓ **SUBMIT: “Change of Name of Posted Stockyard,”** must be filed with the appropriate regional office. (*Form P&SP-1300; instructions Form P&SP-1300-i.*)

Section 2 – Records Preparation & Retention

- Auction markets must maintain books and records that disclose the full nature of each transaction.
- All invoices and account of sale should show the name and address of the buyer and seller or some designation (i.e. buyer numbers, seller numbers) that can be traced to a master list.
- All order buyers should be shown on the purchases invoices in case there is a bond claim against the order buyer.
- Records should be maintained for a period of two full years plus the current operating year.
- Records must be dated correctly.
- The market must designate market support purchases.
- If records are inadequate (they do not disclose all transactions), P&SP can file a complaint and prescribe the manner and form in which records must be kept.

Section 3 – Registration & Bonding Requirements

Registration Requirements

Before it can conduct business, an auction market must register with P&SP.

✓ **SUBMIT:** “Application for Registration.” (*Form P&SP-1000; instructions Form P&SP-1000-i.*)

Some states license auction markets or charge operating fees. A state license is not a substitute for registering with P&SP. The individual state should be contacted for details.

Bonding Requirements

Markets operating under the jurisdiction of the PSA must file a “Condition Clause 1” surety bond or a bond equivalent. If the market fails to pay livestock sellers, claims can be filed against the bond (or equivalent).

The amount of bond required is based on the firm’s annual volume and the number of sale days. The minimum amount of bond (or equivalent) allowed is \$10,000. Some states require larger minimums.

✓ **SUBMIT:** “Bond Required of Livestock Market Agencies, Dealers, and Packers.” (*Form P&SP-2000; instructions Form P&SP-2000-i.*)

—OR—

P&SP allows entities to fulfill the bonding requirement with two alternatives.

The market can utilize a Trust Fund Agreement (TFA), which is secured by funds deposited into an FDIC-insured bank account—usually in a certificate of deposit.

✓ **SUBMIT:** “Trust Fund Agreement in Lieu of Bond.” (*Form P&SP-2200; instructions Form P&SP-2200-i.*)

—OR—

The other acceptable option is a Trust Agreement (TA), secured by an “Irrevocable, Transferable, Standby Letter of Credit” (LOC).

✓ **SUBMIT: “Trust Agreement for Use With One or More Standby Letters of Credit.”** (*Form P&SP-2300; instructions Form P&SP-2300-i.*)

—PLUS—

✓ **SUBMIT: “Irrevocable, Transferable, Standby Letter of Credit.”** (*Form P&SP-2600; instructions Form P&SP-2600-i.*)

A standby Letter of Credit is, simply, funds held in an FDIC-insured bank, which can only be used to pay claims if the market fails to pay for livestock.

If the market’s Condition Clause 1 bond needs minor changes, a bond rider can be used.

✓ **SUBMIT: “Rider for General Use With Bond.”** (*Form P&SP-2100; instructions Form P&SP-2100-i.*)

Minor changes in TFA’s or TA’s can also be handled using a rider.

✓ **SUBMIT: “Rider for General Use with a Trust Fund Agreement or Trust Agreement.”** (*Form P&SP-2400; instructions Form P&SP-2400-i.*)

There are specific forms to terminate a TA or TFA.

✓ **SUBMIT: “Termination of Trust Agreement or Trust Fund Agreement.”** (*Form P&SP-2500; instructions Form P&SP-2500-i.*)

Section 4 – Weighing Livestock

Much of the livestock sold through auction markets is sold “based on weight.” Livestock scales must be installed, maintained, and operated to ensure accurate weights. Scales must be tested twice annually (at approximately 6-month intervals) by a state agency and/or private scale company, on P&SP’s scale test form. The semi-annual scale tests must be submitted to P&SP.

✓ **SUBMIT: “Livestock Scale Test Report.”** (*Form P&SP-4200; instructions Form P&SP-4200-i.*)

The weighmaster must follow the procedures on the P&SP-15 handout, which should be posted near the livestock scale. Each weighmaster should sign a Weigher’s Acknowledgement, which verifies an understanding of P&SP’s weighing requirements. Weighmasters should take their time to ensure that a stable weight is available before registering the “pay weight.”

✓ **SUBMIT: “Weigher’s Acknowledgement and Agreement for Weighing Livestock.”** (*Form P&SP-4000; instructions Form P&SP-4000-i.*)

The weight tickets at every market should include:

- The name and location of the “weighing agency” (market).
- The date of weighing.
- The name of the buyer and seller/consignor, or a designation which can readily identify them.
- The number of head weighed.
- The kind of livestock weighed.
- The actual weight of each draft.
- The name, initial, or number of the weighmaster (or if required by state law, the signature of the weigher).

Other critical weighing requirements (listed on the P&SP-15) are:

- The weighmaster must re-balance the scale *every 15 drafts or 15 minutes—WHICHEVER COMES FIRST.*
- The weighmaster must re-balance the scale between heavy and light loads.
- The weighmaster must be qualified to operate the scale.

Section 5 – Custodial Checking Account

One of the critical duties of an auction market is to maintain the integrity of its custodial checking account.

- Each livestock auction market is required to establish and maintain a separate bank account, known as the “custodial account.”
- The custodial account must be maintained in an FDIC-insured bank.
- The custodial account checks, bank statements, and deposit records must be designated as “Custodial Account for Shippers’ Proceeds.”
- The custodial account is a trust account. The market has a fiduciary responsibility to maintain the account. The money in the account does *not* belong to the market—it belongs to livestock sellers.
- All proceeds from the sale of consigned livestock must be deposited into the custodial account.
- All payments to livestock sellers must be paid out of the custodial account.
- Auction markets can only withdraw funds from the custodial account for:
 - Net proceeds due to consignors.
 - Lawful charges against the consignment of livestock (i.e. veterinary charges and brand inspection fees).
 - Amount due to the market as compensation for its services (selling commissions).
- Non-livestock items should not be paid from the custodial account (i.e. tack).
- The bank cannot withdraw funds from the custodial account. Agreements can be made with the bank to automatically deposit funds into the account as needed, but the auction market must control payment back to the bank.
- The market should reconcile the custodial account at least once a month.

- The market should maintain adequate reconciliation records, including:
 - An outstanding check list.
 - Receivable records.
 - Voided custodial checks.

A common violation enforced by P&SP is the misuse of custodial account funds. When a *buyer* fails to timely pay for livestock purchases, there is an immediate impact on the *seller's* financial condition.

A market must deposit funds into the custodial account as follows:

- Close of the next business day following the sale:
 - Purchases made by the market itself.
 - Purchases made by any owner, officer, or employee.
 - Purchases made by any “credit” buyer.
 - If these classes of buyers do not pay for livestock by “close of the next business day following the sale,” the market itself must cover the purchases. An amount equal to the uncollected proceeds must be deposited into the custodial account. These funds may come from the market’s operating account or from personal accounts.
- By the seventh day following the sale:
 - Any remaining uncollected receivables, regardless of the buyer. This process is often referred to as “reimbursing the custodial account.”
- **The market must deposit these funds—whether it has actually collected the proceeds or not.**
- *(Reconciling the custodial account regularly—using the system that P&SP uses—will help a market stay abreast of its custodial account. A model custodial reconciliation system is found in the APPENDIX.)*

Section 6 – Prompt Payment for Livestock

- As previously noted, there are specific requirements regarding the due dates for livestock payments.
 - The market's owner(s), officer(s), and/or employee(s) must pay for their livestock purchases by close of the next business day following the sale.
 - If the market purchases livestock, it must pay by close of the next business day.
 - All other buys must pay by the seventh day after the sale.
- If the proceeds are not received, the market must deposit an amount into the account that will cover the purchases.
- The table below will help determine when payment is due from different classes of livestock buyers.

Section 7 – Unfair, Discriminatory, or Deceptive Practices

- Stockyard owners and market agencies are prohibited from engaging in or using any unfair, unjustly discriminatory, or captive practice or device.
- Among the most common violations found and enforced by P&SP are:
 - Failure to promptly pay for livestock.
 - Misuse of custodial accounts.
 - Inaccurate or unacceptable weighing.

Section 8 – Annual and Special Reports

- Auction markets are required to submit, on a yearly basis, an annual report.

✓ **SUBMIT: “Annual Report of Market Agency – SOC.”** (*Form P&SP-3003; instructions P&SP-3003-i.*)

- Auction markets are requested to file special reports, periodically, through the year.

✓ **SUBMIT: “Status of Custodial Bank Account for Shippers Proceeds – Special Report.”** (*Form P&SP-7001; instructions P&SP-7001-i.*)

APPENDIX

- Forms on the following pages are provided in the same order as they are described in the manual.

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAM

INFORMATION TO BE SUPPLIED IN CONNECTION WITH
POSTING STOCKYARDS

1. Name of stockyard _____

2. Physical location of stockyard _____

3. Type of organization: Individual Partnership Corporation Association LLC LLP

4. Names of Owners (individuals or partners) or corporate officers:

5. Does the stockyard consist of pens, or other enclosures, and their appurtenances, in which live cattle, sheep, swine, horses, mules, or goats are received, held, or kept for sale or shipment?

Yes No

6. Is livestock sold at the stockyard (a) which has been shipped to the stockyard from another state, or (b) which is shipped to another state, or (c) which is shipped to packers within the state who ship products resulting from the slaughter of such livestock to points outside the state?

Yes No

7. Are the services and facilities of the stockyard available for use by the general public?

Yes No

This notice is given in compliance with section 302 of the Packers and Stockyards Act, 1921, as amended and supplemented.

I represent all information on this form to be true and correct to the best of my knowledge and belief.

8. Signed: _____

9. Title: _____

10. Date: _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Instructions to Complete
Information to Be Supplied in Connection with Posting Stockyards
Form P&SP-1200**

Form P&SP-1200 is used by a market agency selling livestock on a commission basis as required to provide information to the Packers and Stockyards Program when the facility used for selling livestock meets the definition of a stockyard in section 302 of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. 202) and, therefore, needs to be posted.

Mail the completed form to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below the regional office's address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 e-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 e-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 e-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

Additional copies of this form may be obtained from the regional office covering your state. All inquiries concerning any section or part of a section contained in the form can also be addressed to that regional office.

Line No.	Subject	Instructions
1	Name of Stockyard	Enter the name of the stockyard.
2	Physical Location of Stockyard	Enter the address of the physical location of the stockyard.
3	Type of Organization	Check the appropriate box that identifies how the stockyard is owned.
4	Names of Owners or Corporate Officers	Enter the name of the owners, and/or officers of the stockyard including individuals or partners. Attach a separate piece of paper with additional names if necessary.
5	Does the Stockyard Consist of Pens	Check the appropriate box to indicate your answer to the question on the form.
6	Is Livestock Sold at the Stockyard	Check the appropriate box to indicate if any of the statements apply to the stockyard.
7	Are the Services and Facilities.....	Check the appropriate box to indicate your answer to the question on the form.
8	Signature	An owner or officer of the stockyard must sign the form.
9	Title	Enter the title of the owner or officer who signed the form.
10	Date	Enter the date the form was signed.

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAM

CHANGE OF NAME OF POSTED STOCKYARD

1. Full name that stockyard was formerly known
as _____

2. Physical location of
stockyard _____

3. The previous stockyard was officially designated under the Packers and Stockyards Act, 1921, as
amended and supplemented, as posted stockyard no. _____

4. The name of this stockyard has been changed to

5. The stockyard is now owned by _____

6. The change was effective on _____

**This notice is given in compliance with section 302 of the Packers and Stockyards Act, 1921, as amended
and supplemented.**

**I represent all information on this form to be true and correct to the best of my knowledge and
belief.**

7. Signed: _____

8. Title: _____

9. Date: _____

**Instructions to Complete
Change of Name of Posted Stockyard
Form P&SP-1300**

As a market agency selling livestock on a commission basis, use form P&SP-1300 when the name of your stockyard changes to update the official records about your stockyard as a posted stockyard.

Mail the completed form to the regional office of the Packers and Stockyards Program that covers your state. The states covered by each regional office are listed below the regional office's address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 e-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 e-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 e-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

Additional copies of this form may be obtained from the regional office covering your state. All inquiries concerning any section or part of a section contained in the form can also be addressed by that regional office.

Line No.	Subject	Instruction
1	Former Name of Stockyard	Enter the previous name of the stockyard as posted.
2	Location of Stockyard	Enter the number, street, city, state, and 9-digit zip code of the physical location of the stockyard.
3	Facility Number	Enter the posted stockyard number.
4	New Name of Stockyard	Enter the new name of the stockyard.
5	Stockyard Owned By	Enter the name(s) of owners and/or officers including individuals and partners.
6	Change Date	Enter the date of the change of ownership.
7	Signed	An owner or officer of the stockyard must sign the form.
8	Title	Enter the title of the owner or officer who signed the form.
9	Date	Enter the date the form was signed.

U.S. DEPARTMENT OF AGRICULTURE
 GRAIN INSPECTION, PACKERS AND
 STOCKYARDS ADMINISTRATION
 PACKERS AND STOCKYARDS PROGRAM

APPLICATION FOR REGISTRATION
 (Under Packers and Stockyards Act, 1921, as Amended and Supplemented)

1. Name of Applicant to Be Registered (Individual or Firm) _____

2. Trade Name or All Known Aliases _____

3a. Mailing Address _____

3b. City _____ 3d. State _____ 3e. Zip _____

3c. County _____ 3f. Country _____

4a. Operating Address _____

4b. City _____ 4d. State _____ 4e. Zip _____

4c. County _____ 4f. Country _____

5. Telephone No. _____ 6. Cell Phone No. _____ 7. Fax No. _____

8. E-Mail Address _____

9. Web Site Address _____

10. Type of Livestock Handled (Check All That Apply):

- Cattle Swine Sheep and Goats Horses and Mules

11. Character of Business (Check Applicable Operations):

a. Market Agency: Buying on Commission Selling on Commission
 Clearing Service Other (Specify) _____

b. Dealer: Buying and Selling

c. Clearee: Yes No d. Cleared By: _____

12a. Type of Organization (Check One)

- Association L.L.C. Other (Specify) _____
 Corporation L.L.P.
 Individual Partnership

12b. State Formed _____ 12c. Date Formed _____

13a. Owners, Partners, Members, or Officers (Name and Title)	13b. % Ownership		13d. Home Mailing Address (Number, Street, City, State, Zip Code)

14. Names and Locations of Posted Stockyards, Auction Markets, Feedlots, and Web Sites Where Applicant Will Operate

15. If Previously Registered, List All Registered Names and Addresses

16. Does Registrant Own/Lease a Scale(s) Used in the Purchase and Sale of Livestock?

- No Yes (Give Physical Location of Scale(s); Street, City, State, Zip Code, Model, and Serial Number)

17. Registrant Will Operate on

- Calendar Year Fiscal Year Basis: _____ to _____

18. If Applicable, Sale Day(s)

- Sun Mon Tue Wed Thu Fri Sat

Market Agency Selling on Commission – Custodial Account Information

19a. Bank

19b. Account No.

19c. Street

19d. City

19e. State

19f. Zip

19g. Telephone

19h. Contact Person

CERTIFICATION I certify that the financial condition of the applicant meets the requirements of the Packers And Stockyards Act, 1921, as amended and supplemented and the application for registration has been prepared by me or under my direction and that to the best of my knowledge and belief this application is true and correct.

20. Signature and Title (Owner, Partner, or Responsible Officer)

21. Date

Space Below: Not to Be Filled In By the Applicant

Registration Number

Date of Acceptance

Type of Registration

- SUPPLEMENTAL REACTIVATED NEW AMENDED RENEWAL

Registered As

- MARKET AGENCY DEALER MARKET AGENCY & DEALER BRAND INSPECTION

Registration is required in order to operate as a market agency or dealer subject to the Packers and Stockyards Act, 1921, as amended and supplemented and 9 CFR 201.10 (a). Information held confidential (9 CFR 201.96).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average .30 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**Instructions To Complete
Application For Registration
Form P&SP – 1000**

Form P&SP-1000 is used by applicants to register their operation with the Packers and Stockyards Program as a dealer buying and selling livestock for their own account or for the account of others, a market agency buying livestock on a commission basis, or a market agency selling livestock on commission. If any information is missing or incorrect, the Packers and Stockyards Program will return the application form to the principal for completion or correction.

Operating without proper registration and bond may subject the principal to penalties under law, including a fine of not more than \$550 for each violation and not more than \$27.50 for each day it continues.

Mail the completed form to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below the regional office's address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the appropriate regional office of the Packers and Stockyards Program as listed above.

Applicants must complete lines 1 through 19 and 21 and sign line 20.

If any information for lines 15 and 16 does not fit into the space provided, attach a separate sheet of paper with the information.

Line No.	Subject	Instruction
1	Name of Applicant to be Registered	If you will operate as an individual, enter your first name, middle initial, and last name. If you will operate as a partnership, enter each partner's first name, middle initial and last name. If you will operate as a corporation, association, Limited Liability Partnership (L.L.P.), or Limited Liability Corporation (L.L.C.), enter the name of the corporation, association, L.L.P., or L.L.C.
2	Trade Name or Alias	Enter the trade name under which you, the applicant will operate. This is the name the business will use. If you do not operate with a "Trade Name" or an "Alias," enter "N/A."
3a through 3f	Mailing Address	Enter your mailing address. Enter street, city, county, state, zip +4 code, and country. This is the address where all correspondence from the Packers and Stockyards Program will be sent.
4a through 4f	Operating Address	Enter the physical location of your operating address. Enter street, city, county, state, zip +4 code, and country. This is the address where you conduct your business services.

U.S. DEPARTMENT OF AGRICULTURE GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION PACKERS AND STOCKYARDS PROGRAM	BOND REQUIRED OF LIVESTOCK MARKET AGENCIES, DEALERS, AND PACKERS Subject to the Packers And Stockyards Act, 1921, as Amended and Supplemented
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1. Bond Number _____

2. Principal Name, Address, and Phone Number	3. Surety Name, Address, and Phone Number
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4. Trustee (List if required by State, Principal, or Surety) and Phone Number

5. Amount of Bond (Spell out dollar amount)	Dollar Amount
	\$

6. The Condition of this Bond is such that:

Applicable if Principal SELLS on commission	(1) If Principal shall pay when due to the person or persons entitled thereto the gross amount, less lawful charges, for which all livestock is sold for the accounts of others by Principal.
Applicable if Principal BUYS on commission or as a dealer	(2) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal for his/her own account or for the accounts of others, and if Principal safely keeps and properly disburses all funds, if any, which come into his/her hands for the purpose of paying for livestock purchased for the accounts of others.
Applicable if others CLEAR through Principal	(3) If Principal, acting as a clearing agency responsible for the financial obligations of other registrants engaged in buying livestock, hereinafter referred to as "clearers," including: _____ _____ or if Principal's clearers shall (1) pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal's clearers for their own accounts or for the accounts of others and (2) safely keep and properly disburse all funds coming into the hands of Principal or Principal's clearers for the purpose of paying for livestock purchased for the accounts of others.
Applicable if Principal BUYS as a Packer	(4) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased for purposes of slaughter by Principal for his/her own account.

then this bond shall be null and void, otherwise to remain in full force, subject to the following terms, conditions, and limitations:

- (a) Conditions _____, _____, and _____ were deleted prior to execution and are not part of the bond.
- (b) This bond shall apply only to transactions occurring on or at any time after the date hereof, and before the effective date of termination hereof as hereinafter provided.
- (c) Payment by Surety to a claimant or to Trustee in settlement of one or more claims shall discharge Surety as to those claims and shall reduce the penal sum of this bond to the extent of such payment or payments.
- (d) Any person damaged by failure of Principal to comply with any condition clause of this bond may maintain suit in his or her own name to recover on this bond even though such person is not a party named in this bond. Trustee may maintain suit in his or her own name, the recovery to be made for the use of the persons damaged. Principal and Surety hereby waive every defense, if any, based on the fact that any person damaged or in whose name a suit shall be brought, is not a party or privy to this bond.

- (e) Any claim for recovery on this bond must be filed in writing with either Surety, Trustee if one is named, or the Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture, and whichever of these parties receives such a claim shall notify the other such party or parties at the earliest practicable date. All claims must be filed within 60 days of the date of the transaction on which the claim is based. Suit thereon shall not be commenced in less than 120 days or more than 547 days from the date of the transaction on which the claim is based.
- (f) The Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture, is authorized to designate a trustee to represent all claimants under this bond if (1) any claim is filed or any action is required to recover damages for breach of any condition of this bond, and if (2) a trustee is not designated herein or Trustee designated herein fails or is unable to act or serve.
- (g) Surety shall not be liable to pay any claim for recovery on this bond if it is not filed in writing within 60 days from the date of the transaction on which the claim is based, or if suit thereon is commenced less than 120 or more than 547 days from the date of the transaction on which the claim is based.
- (h) The proceeds of this bond shall not be used to pay fees, salaries, or expenses for legal representation of Surety or Principal.
- (i) The term "person" as used in this bond shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and the heirs, executors, administrators, successors, or assigns thereof.
- (j) The acts, omissions or failures of authorized agents or representatives of Principal or persons whom Principal shall knowingly permit to represent themselves as acting for Principal shall be taken and construed to be the acts, omissions, or failures of Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of Principal.
- (k) Termination of the clearing services for a registrant under condition clause three (3) of this bond may be accomplished by issuance of a rider or endorsement by Surety named herein deleting the name of the registrant as a clearance. Termination of the clearing services shall become effective thirty (30) days after the date of receipt of the rider or endorsement by the Packers and Stockyards Program.
- (l) This bond may be terminated by either party hereto delivering written notice of termination to the other party and the Packers and Stockyards Program at least thirty (30) days prior to the effective date of such termination. (In the event that Surety named herein writes a new bond to replace this bond for the same Principal, the thirty (30) day termination will be waived, and this bond will terminate as of the effective date of the replacement bond.) Immediately upon filing of a claim for recovery on this bond, unless Surety believes that such claim is frivolous, Surety shall cause termination of this bond in accordance with this paragraph.
- (m) A fully executed duplicate of this bond and of any endorsement, amendment, rider, or other attachment hereto, shall be filed with the Regional Director, Packers and Stockyards Program, for the area in which Principal resides or has his, her, or its principal place of business.

7. Signatures:

A. Principal's Signature	Name & Title
B. Surety's Signature	Name & Title
C. Trustee's Signature	Name & Title

8. Date Effective

9. Attach Power Of Attorney

An adequate bond and registration is required in order to operate as a market agency or dealer as defined in Section 301 or packer as defined in section 201 of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. 201 and 7 U.S.C. 191, respectively) and 9 CFR 201.29. Information held confidential (9 CFR 201.96).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0380-0015. The time required to complete this information collection is estimated to average 45 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Instructions to Complete
Bond Form
Form P&SP-2000**

When you, as a packer, market agency or dealer (also referred to as the Principal), apply for a surety bond to meet the bonding requirements of the Packers and Stockyards Program, you must provide form P&SP-2000 to the surety for execution of the bond to cover your operation with the Packers and Stockyards Program.

A bond requires complete and correct information to be submitted to the Packers and Stockyards Program on form P&SP-2000. If any information is missing or incorrect, the Packers and Stockyards Program will return the bond form to the principal or surety for completion or correction.

Operating without proper registration and bond may subject the principal to severe penalties under law, including a fine of not more than \$11,000 for each violation.

Mail two fully executed bond forms to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the regional office of the Packers and Stockyards Program that covers your state, as listed above.

The Surety must complete lines 1 through 6, sign line 7(b), and complete lines 8 and 9.

The Principal must sign line 7(a).

If the bond names a trustee, the trustee must sign line 7(c).

Line No.	Subject	Instruction
1	Bond Number	Enter the bond number assigned by the surety.

Line No.	Subject	Instruction
2	Principal Name and Address (Street, City, State, Zip)	<p>Enter the full name and mailing address of the principal. The principal's name must match the name under which the principal is registered with the Packers and Stockyards Program. (Contact the Regional Office that covers your state as listed above, if you need this information.)</p> <p>Examples how John Doe might be registered include:</p> <ul style="list-style-type: none"> • John Doe • John Doe Livestock, Inc. • John Doe Livestock Co., L.L.C. • John Doe d.b.a. John Doe Livestock Company. • John Doe and Sam Doe d.b.a. Doe Livestock, or • John Doe and Sam Doe.
3	Surety Name, Address and Phone No. (Street, City, State, Zip, Phone No.)	Enter the full name, mailing address, and telephone number of the surety.
4	Trustee, If Required (Street, City, State, Zip, Phone No.)	<p>If a trustee is required on the bond, list the trustee's full name, address, and telephone number of the trustee. If a trustee is not required, leave line 4 blank.</p> <p>Some States require that a State agency or official be named as trustee.</p> <p>NOTE: See separate Trustee Information Sheet for descriptions of suitable trustees and for information about State required trustees.</p>
5	Amount of Bond	<p>Enter the full dollar amount of the bond; spell out the amount and provide the amount numerically. For example, if the full dollar amount of the bond is \$10,000, list the amount as follows:</p> <p>Ten Thousand Dollars and No/100 \$10,000.00</p>
6	Conditions	<p>Line 6 defines the conditions that are applicable for livestock operations. If condition 3 applies, enter the registrant(s) name(s) to be listed as clearee(s) under this bond in the space available in the definition for condition 3.</p> <p>Examples of each of the conditions are:</p> <p>Condition 1 - The principal sells livestock for the account of others.</p> <p>Condition 2 - The principal buys livestock for his/her own account or for the accounts of others.</p> <p>Condition 3 - The principal is providing bond coverage for other registrant(s), as clearee(s), and therefore is responsible for the obligations of the clearee(s).</p> <p>Condition 4 - The principal is purchasing livestock for purposes of slaughter, for his/her own account as a packer</p>

Line No.	Subject	Instruction
6a	Conditions Not Applicable to Principal's Operation.	<p>On line 6a enter the conditions that are NOT applicable to the principal's livestock operations. Based on the principal's operation, enter one of the following combinations of conditions to exclude from the bond:</p> <ul style="list-style-type: none"> • Enter 2, 3 and 4 if the principal will be operating as a market agency selling on commission. • Enter 1, 3 and 4 if the principal will be operating as a dealer buying and selling for his or her own account or as a market agency buying on commission. • Enter 1 and 4 if the principal will be operating as a dealer and/or market agency buying on commission and a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 4 if the principal is operating solely as a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 3 if the principal is operating as a packer.
7 (a, b, & c)	Signatures	<p>a) PRINCIPAL'S SIGNATURE: The principal, or someone authorized to sign for the principal (i.e. partner, owner, or officer), must sign the bond.</p> <ul style="list-style-type: none"> • If an individual operation, the principal must sign the bond. • If a partnership operation, one of the partners must sign the bond. • If a corporation, limited liability corporation, limited liability partnership, or association, an owner, officer or duly authorized agent of the firm must sign the bond. <p>b) SURETY'S SIGNATURE: The attorney-in-fact for the surety company must sign.</p> <p>c) TRUSTEE'S SIGNATURE: If a trustee is named, the trustee must also sign, where indicated on the form.</p>
8	Date Effective	Enter the effective date of the bond.
9	Attach Power of Attorney	A Power of Attorney must be attached to the bond. The date of the Power of Attorney must be equal to or prior to the effective date of the bond. The individual signing the bond must be listed on the attached Power of Attorney.

- (b) This trust fund agreement shall apply only to transactions occurring on or at any time after the effective date, and before the effective date of termination of this agreement as hereinafter provided.
- (c) Payment by Trustee to a claimant in settlement of one or more claims shall discharge the Trustee as to those claims and shall reduce the amount of this fund to the extent of such payment or payments.
- (d) Any person damaged by failure of Principal to comply with any condition clause of this agreement, may maintain suit in his/her own name to recover on this agreement even though such person is not a party named in this agreement. Principal and Trustee hereby waive every defense, if any, based on the fact that any person damaged or in whose name a suit shall be brought is not a party or privy to this agreement.
- (e) Any claim for recovery on this agreement must be filed in writing with either Trustee or the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture and whichever of these parties receives such a claim shall notify the other party at the earliest practicable date. All claims must be filed within 60 days of the date of the transaction on which claim is based. Suit thereon shall not be commenced in less than 120 days or more than 547 days from the date of the transaction on which the claim is based.
- (f) The Deputy Administrator is authorized to designate a person to act as Trustee under this agreement if the Trustee designated herein fails or is unable to act or serve. In the event of such designation, all assets of the trust fund to which this agreement refers shall be paid over to the person so designated to act as Trustee.
- (g) The Trustee shall not be liable to pay any claim for recovery on this agreement if it is not filed in writing within 60 days from the date of the transaction on which the claim is based, or if suit thereon is commenced less than 120 or more than 547 days from the date of the transaction on which the claim is based.
- (h) The trust fund shall not be used to pay fees, salaries, or expenses for legal representation of the Principal.
- (i) The term "person" as used in this agreement shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and the heirs, executors, administrators, successors, or assigned thereof.
- (j) The acts, omissions, or failures of authorized agents or representatives of Principal or persons whom Principal shall knowingly permit to represent themselves as acting for Principal shall be taken and construed to be the acts, omissions, or failures of Principal and to be within the protection of this agreement to the same extent and in the same manner as if they were the personal acts of Principal.
- (k) Termination of the clearance of a registrant under condition clause three (3) of this trust fund agreement may be accomplished by issuance of a rider deleting the name of the clearee. Termination of the clearance shall become effective 30 days after the date of receipt of the rider by the Deputy Administrator.
- (l) This agreement may be terminated by either party hereto delivering written notice of termination to the other party and the Deputy Administrator at least 30 days prior to the effective date of termination. **In the event that the Principal named herein files an acceptable bond written by an approved Surety to replace this agreement, the 30 day termination provision will be waived, and this agreement will become terminated as of the effective date of the bond.** In no case shall the funds deposited with the Trustee herein be returned to the Principal until a Trust Fund Agreement Special Report, Form P&SP-5, has been submitted by the Principal to the Deputy Administrator certifying that all obligations arising under the conditions of this agreement prior to the effective date of its termination have been discharged and authorization for the release of the funds has been received from Deputy Administrator. Immediately upon filing of a claim for recovery on this agreement, unless Trustee believes that claim is frivolous, Trustee shall cause termination of this agreement in accordance with this paragraph.
- (m) Interest or dividends accruing to the securities pledged to this trust agreement are to be delivered by Trustee to:

5 NAME(S) OF PERSON(S) TO WHOM INTEREST OR DIVIDENDS ARE TO BE PAID

6 NAME OF TRUSTEE

TFA NO.: _____

U.S. DEPARTMENT OF AGRICULTURE GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION PACKERS AND STOCKYARDS PROGRAM	TRUST FUND AGREEMENT IN LIEU OF BOND Required of Livestock, Market Agencies, Dealers and Packers Under The Packers and Stockyards Act, 1921, as Amended and Supplemented
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1 PRINCIPAL NAME AND ADDRESS

2 TRUSTEE NAME AND ADDRESS

3a AMOUNT OF BOND (SPELL OUT DOLLAR AMOUNT)	3b DOLLAR AMOUNT
	\$

4 The provisions of the Packers and Stockyards Act, 1921, as amended and supplemented, and the regulations of the Secretary of Agriculture issued thereunder, require a good and sufficient surety bond or its equivalent of all market agencies, dealers, and packers as defined in the Packers and Stockyards Act, 1921, as amended and supplemented to cover their obligations as such; and whereas, the principal is engaged in business as a market agency, dealer or packer as defined in the Packers and Stockyards Act, 1921, as amended and supplemented. Therefore, the amount set out above is hereby deposited by principal with trustee, for the following purposes and subject to the following conditions:

Applicable if Principal SELLS on commission	(1) If Principal shall pay when due to the person or persons entitled thereto the gross amount, less lawful charges, for which all livestock is sold for the accounts of others by Principal,
Applicable if Principal BUYS on commission or as a dealer	(2) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by said Principal for his/her own account or for the accounts of others, and if Principal shall safely keep and properly disburse all funds, if any, which come into his/her hands for the purpose of paying for livestock purchased for the accounts of others,
Applicable if other registrants CLEAR through Principal	(3) If Principal, acting as a clearing agency responsible for the financial obligations of other registrants engaged in buying livestock, hereinafter referred to as "clearers," including: _____ _____ or if Principal's clearers shall (1) pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal's clearers for their own accounts or for the accounts of others and (2) safely keep and properly disburse all funds coming into the hands of Principal or Principal's clearers for the purpose of paying for livestock purchased for the accounts of others,
Applicable if Principal BUYS as a Packer	(4) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased for purposes of slaughter by Principal for his/her own account,

then this fund shall not be liable, but if there shall be any defaults, failures, or neglects under any one or more of the listed conditions, then this fund shall be liable, subject to the following terms, conditions, and limitations:

(a) Conditions _____, _____, and _____ were deleted prior to execution and are not part hereof.

- (b) This trust fund agreement shall apply only to transactions occurring on or at any time after the effective date, and before the effective date of termination of this agreement as hereinafter provided.
- (c) Payment by Trustee to a claimant in settlement of one or more claims shall discharge the Trustee as to those claims and shall reduce the amount of this fund to the extent of such payment or payments.
- (d) Any person damaged by failure of Principal to comply with any condition clause of this agreement, may maintain suit in his/her own name to recover on this agreement even though such person is not a party named in this agreement. Principal and Trustee hereby waive every defense, if any, based on the fact that any person damaged or in whose name a suit shall be brought is not a party or privy to this agreement.
- (e) Any claim for recovery on this agreement must be filed in writing with either Trustee or the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture and whichever of these parties receives such a claim shall notify the other party at the earliest practicable date. All claims must be filed within 60 days of the date of the transaction on which claim is based. Suit thereon shall not be commenced in less than 120 days or more than 547 days from the date of the transaction on which the claim is based.
- (f) The Deputy Administrator is authorized to designate a person to act as Trustee under this agreement if the Trustee designated herein fails or is unable to act or serve. In the event of such designation, all assets of the trust fund to which this agreement refers shall be paid over to the person so designated to act as Trustee.
- (g) The Trustee shall not be liable to pay any claim for recovery on this agreement if it is not filed in writing within 60 days from the date of the transaction on which the claim is based, or if suit thereon is commenced less than 120 or more than 547 days from the date of the transaction on which the claim is based.
- (h) The trust fund shall not be used to pay fees, salaries, or expenses for legal representation of the Principal.
- (i) The term "person" as used in this agreement shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and the heirs, executors, administrators, successors, or assigned thereof.
- (j) The acts, omissions, or failures of authorized agents or representatives of Principal or persons whom Principal shall knowingly permit to represent themselves as acting for Principal shall be taken and construed to be the acts, omissions, or failures of Principal and to be within the protection of this agreement to the same extent and in the same manner as if they were the personal acts of Principal.
- (k) Termination of the clearance of a registrant under condition clause three (3) of this trust fund agreement may be accomplished by issuance of a rider deleting the name of the clearee. Termination of the clearance shall become effective 30 days after the date of receipt of the rider by the Deputy Administrator.
- (l) This agreement may be terminated by either party hereto delivering written notice of termination to the other party and the Deputy Administrator at least 30 days prior to the effective date of termination. **In the event that the Principal named herein files an acceptable bond written by an approved Surety to replace this agreement, the 30 day termination provision will be waived, and this agreement will become terminated as of the effective date of the bond.** In no case shall the funds deposited with the Trustee herein be returned to the Principal until a Trust Fund Agreement Special Report, Form P&SP-5, has been submitted by the Principal to the Deputy Administrator certifying that all obligations arising under the conditions of this agreement prior to the effective date of its termination have been discharged and authorization for the release of the funds has been received from Deputy Administrator. Immediately upon filing of a claim for recovery on this agreement, unless Trustee believes that claim is frivolous, Trustee shall cause termination of this agreement in accordance with this paragraph.
- (m) Interest or dividends accruing to the securities pledged to this trust agreement are to be delivered by Trustee to:

5 NAME(S) OF PERSON(S) TO WHOM INTEREST OR DIVIDENDS ARE TO BE PAID

6 NAME OF TRUSTEE

hereby accepts the trust under the above agreement.

Any notice or document required to be given to or filed with the Deputy Administrator under this agreement may be given to the Regional Director of the Regional Office, Packers and Stockyards Program, in the region where the Principal resides or maintains their principal place of business. Any approval, authorization, designation, or other action taken by the Deputy Administrator under this agreement may be taken or performed by the Regional Director or the Deputy Administrator.

- (n) A fully executed duplicate of this agreement, and of any endorsement, amendment, rider, or other attachment will be filed with the Regional Director, Packers and Stockyards Program, for the region in which the Principal resides or has his/her principal place of business.
- (o) The securities pledged by Principal under this agreement may be disbursed to known valid claimants by Trustee after he/she has been presented with a sworn proof of claim form and other papers to support such claims. In the event that claims filed against this agreement exceed the sum of the securities pledged to the agreement, the securities shall be prorated to the valid claimants known by Trustee. Trustee shall determine the total amount of valid claims prior to disbursing any portion of the securities pledged under this trust fund agreement.

7 DATE EFFECTIVE: _____

8a SIGNATURE OF TRUSTEE

8b SIGNATURE OF PRINCIPAL

COMPLETE THIS BLOCK ONLY IF TRUSTEE IS A STATE OFFICIAL AND TRUST FUNDS OR SECURITIES ARE PLACED IN AN ACCOUNT OR DEPOSITORY IN TRUSTEE'S NAME

9 NAME OF BANK OR OTHER DEPOSITORY

10 ACCOUNT OR SECURITY(IES) IDENTIFICATION AND NUMBER

Depository acknowledges having received notice that the account and/or security(ies) identified above are trust funds subject to a trust fund agreement, to be paid out only as directed in writing by Trustee, or by successor Trustee appointed by the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture and properly identified as such, or by a court of competent jurisdiction. Depository will not be responsible for any such person's disposition of such funds.

11 DEPOSITORY BY (TITLE)

12 (Authorized signature)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average 45 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**Instructions to Complete
Trust Fund Agreement
Form P&SP-2200**

A Trust Fund Agreement may be used in lieu of a surety bond to meet the bonding requirements of the Packers and Stockyards Act, 1921, as amended and supplemented. If the principal chooses to pledge one or more savings accounts or one or more certificates of deposit to fulfill the requirement to obtain and file a bond under the Packers and Stockyards Act, the account(s) or certificate(s) of deposit **MUST** be pledged in the name of the principal and the trustee for the sole purpose of securing the principal's livestock operations.

A trust fund agreement requires complete and correct information to be submitted to the Packers and Stockyards Program on Form P&SP-2200. If any information is missing or incorrect, the Packers and Stockyards Program will return the trust fund agreement form to the principal or financial institution for completion or correction.

Operating without proper registration and bond may subject the principal to severe penalties under law, including a fine of not more than \$11,000 for each violation.

After completing the trust fund agreement form, the trustee must retain the original and must send a fully executed copy with original signatures to the appropriate regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDeuwrCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	States Covered AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	States Covered IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the appropriate regional office of the Packers and Stockyards Program listed above.

The Regional Office of the Packers and Stockyards Program will assign the trust fund agreement number.

The bank issuing the security pledged as collateral to this trust fund agreement should complete lines 1 through 7, sign line 8a, and complete 9 through 11, if applicable. This is not a requirement and in some instances, the Principal will complete these lines.

The Principal must sign line 8b.

The trustee, if different than the issuing bank, must sign line 8.

Line No.	Subject	Instruction
1	Principal Name, Address, and Phone No.	List the full name, address, and telephone number of the principal. The principal's name must match the name under which the principal is registered with the Packers and Stockyards Program. For example, John Doe might be registered as John Doe OR John Doe Livestock, Inc. OR John Doe d.b.a John Doe Livestock, Inc. OR John Doe and Sam Doe d.b.a Doe Livestock L.L.C., or John Doe and Sam Doe.

Line No.	Subject	Instruction
2	Trustee Name, Address, and Phone No.	<p>List the full name, address, and telephone number of the trustee. A trustee MUST ALWAYS be named for the trust fund agreement, and must be a financially responsible, disinterested person. If the bank issuing the collateral will not act as the trustee, the principal is responsible for finding a disinterested third party to act as trustee. The trustee cannot be anyone that is directly involved with the business of the principal.</p> <p>Some States require that a State agency or official be named as trustee.</p> <p>See separate Trustee and Contact Information package for descriptions of suitable trustees and State trustee contact information (available on the GIPSA web site along with the forms and instructions).</p>
3 a and b	Amount of Trust Fund Agreement	<p>Spell out the full dollar amount of the trust fund agreement. For example, if the full dollar amount of the trust fund agreement is \$10,000, list the amount as follows:</p> <p>Ten Thousand Dollars and No/100 \$10,000.00</p>
4	Condition Clauses	<p>Line 4 defines the conditions that are applicable for livestock operations. If condition 3 applies, enter the registrant(s) name(s) to be listed as clearee(s) under this bond in the space available in the definition for condition 3.</p> <p>Examples of each of the conditions are:</p> <p>Condition 1. The principal sells livestock for the account of others. Condition 2. The principal buys livestock for his/her own account or for the accounts of others. Condition 3. The principal is providing bond coverage for other registrant(s), as clearee(s), and therefore responsible for the obligations of the clearee(s). The registrant(s) name(s) to be listed as clearees under this bond should be inserted into the space available in condition 3. Condition 4. The principal is purchasing livestock for purposes of slaughter for his/her own account as a packer.</p>
4a	Conditions NOT Applicable to Principal's Operation	<p>Enter the condition clauses that are NOT applicable to the principal's livestock operations. Based on the principal's operation, enter one of the following combinations of conditions to exclude from the bond:</p> <ul style="list-style-type: none"> • Enter 2, 3 and 4 if the principal will be operating as a market agency selling on commission. • Enter 1, 3 and 4 if the principal will be operating as a dealer buying and selling for his or her own account or as a market agency buying on commission. • Enter 1 and 4 if the principal will be operating as a dealer and/or market agency buying on commission and a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 4 if the principal is operating solely as a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 3 if the principal is operating as a packer.
5	Interest or Dividends to be Paid to	Enter the name of the individual or entity to receive interest or dividends earned. The principal may name anyone; however, this line MUST be completed.
6	Name of Trustee	Enter the full name, city and state of the trustee, as shown in line 2.
7	Effective Date	Enter the effective date of the Trust Fund Agreement.

Line No.	Subject	Instruction
8	Signatures	<p>a. Trustee's Signature: The trustee or someone authorized to sign for the trustee must sign, where indicated.</p> <p>b. Principal's Signature: The principal, or someone authorized to sign for the principal (i.e. partner, owner, or officer), must sign the agreement.</p> <ul style="list-style-type: none"> • If an individual operation, the principal must sign the agreement. • If a partnership operation, one of the partners must sign the agreement. • If a corporation, limited liability corporation, limited liability partnership, or association, an owner, officer or duly authorized agent of the firm must sign the agreement.
<p>If the trustee named on the front of the trust fund agreement is a state official, the bottom portion of the trust fund agreement must also be completed.</p>		
9	Name of Bank or Other Depository	List the name and address of the bank or other institution where the principal has deposited the funds pledged to the trust fund agreement.
10	Account or Security / Securities Identification	List the account number(s) or the number(s) of the certificate(s) of deposit.
11	Depository by (Name and Title)	Name and title of the authorized officer of the bank or other institution, signing the form as depository.
12	Signature	An officer of the bank or other institution where the principal has deposited the funds pledged to the trust fund agreement must sign the form.

TA Number: _____

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS
PROGRAM

TRUST AGREEMENT
For Use with One or More Letters of Credit
in Lieu of the Bond Required of Livestock Market Agencies,
Dealers, and Packers Operating Subject to
the Packers and Stockyards Act, 1921, as Amended and Supplemented

Whereas the provisions of the Packers and Stockyards Act, 1921, as amended and supplemented, and the regulations issued thereunder by the Secretary of Agriculture, hereinafter referred to as "the P&S Act" and "Regulations," acting through the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture, Washington, D.C. 20250, hereinafter referred to as "Deputy Administrator," require a good and sufficient surety bond or its equivalent of market agencies, dealers, and packers as defined in the P&S Act to cover their obligations as such; and

Whereas _____
(1. Name of Principal)

hereinafter referred to as "Principal," is engaged in business as a market agency, dealer, or packer as defined in the P&S Act and

(2. Name of Trustee)

hereinafter known as the "Trustee," accepts the obligations of Trustee hereunder;

(3) Now, therefore, Principal has obtained or will obtain, from one or more banks, one or more irrevocable letters of credit, under which Trustee may draw funds from such banks for the account of Principal for the following purposes and subject to the following conditions:

Applicable if Principal SELLS on commission	(1) If Principal shall pay when due to the person or persons entitled thereto the gross amount, less lawful charges, for which all livestock is sold for the accounts of others by Principal.
Applicable if Principal BUYS on commission or as a dealer	(2) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal for his/her own account or for the accounts of others, and if Principal safely keeps and properly disburses all funds, if any, which come into his/her hands for the purpose of paying for livestock purchased for the accounts of others.
Applicable if others CLEAR through Principal	(3) If Principal, acting as a clearing agency responsible for the financial obligations of other registrants engaged in buying livestock, hereinafter referred to as "clearers," including: _____ _____ _____ or if Principal's clearers shall (1) pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal's clearers for their own accounts or for the accounts of others and (2) safely keep and properly disburse all funds coming into the hands of Principal or Principal's clearers for the purpose of paying for livestock purchased for the accounts of others.
Applicable if Principal BUYS as a Packer	(4) If Principal shall pay when due to the person or persons entitled thereto the purchase price of all livestock purchased for purposes of slaughter by Principal for his/her own account.

then funds drawn by Trustee shall not be liable, but if there are any defaults, failures, or neglects under any one or more of the applicable conditions, then the funds drawn by the Trustee shall be liable, subject to the following terms, conditions, and limitations:

(4)(a) Conditions _____, _____, and _____ were deleted prior to execution and are not part of the trust agreement.

- (b) Any person damaged by failure of Principal to comply with any applicable condition of this agreement, in a transaction occurring on or after the effective date of this agreement and before the termination date of this agreement in accord with its provisions, may recover under this agreement in accord with and subject to its provisions. Acts, omissions or failures of authorized agents or representatives of Principal or persons whom Principal shall knowingly permit to represent themselves as acting on behalf of Principal shall be taken and construed to be acts, omissions or failures of Principal and to be within the protection of this agreement to the same extent and in the same manner as if they were the acts of Principal.
- (c) Trustee shall not be liable to pay any claim for recovery under this agreement if it is not in writing and received by either Trustee or the Deputy Administrator within 60 days from the date of the transaction on which the claim is based. Whichever of these persons first receives a claim will notify the other at the earliest practicable date.
- (d) Trustee, upon determination that funds are due to a claimant, shall draw funds pursuant to a letter of credit obtained by Principal under this agreement as are necessary to pay what is due to claimant up to the amount of such letter and pay such funds to the claimant, except as otherwise provided hereinafter. Trustee, prior to paying any funds to any claimant, shall determine the total amount due to all claimants under this agreement. If the total amount due all claimants exceeds the total of all funds which can be drawn by Trustee under letter(s) of credit obtained by Principal under this agreement, Trustee shall distribute funds on a pro rata basis among the claimants to which funds are due. Payment by Trustee to any claimant and acceptance by any claimant of payment by Trustee shall discharge Trustee and reduce the amount of funds subject to this agreement as to that claimant in the amount of payment to that claimant.
- (e) If Principal seeks an order of a court to enjoin the honoring of a draft drawn by Trustee, or an order of a court to enjoin payment by Trustee of a claim, or both, Trustee shall notify the claimant and the Deputy Administrator. In any such action, Trustee shall not be obligated to defend. Claimant at his or her own expense may defend in the name of Trustee.
- (f) Any claimant under this agreement may maintain suit in his/her own name and at his/her own expense against Trustee and, if desired, against Principal, to recover under this agreement, except as provided hereafter. Trustee shall not be liable to pay any claim for recovery under the agreement if it is not in writing and received by Trustee or the Deputy Administrator within 60 days from the date of the transaction on which it is based, or if the claimant commences suit against Trustee thereon in less than 120 or more than 547 days of the date of the transaction on which the claim is based. Principal and Trustee hereby waive every defense, if any, based on the fact that any such claimant is not party or privy to this agreement. If any such action is brought by a claimant against Trustee, Trustee shall not be obligated to defend; Principal or any other claimant, at his or her own expense, may defend in the name of Trustee.
- (g) If Trustee issues any draft under a letter of credit obtained by Principal under this agreement that is not honored by the bank on which it is drawn, Trustee shall notify the claimant and the Deputy Administrator. The claimant, at his/her own expense, may bring legal action in Trustee's name to compel payment under the letter of credit to Trustee for disposition under this agreement. Trustee shall not be obligated to prosecute any action.
- (h) If one irrevocable letter of credit obtained by Principal under this agreement is replaced by another in the same form issued by the same bank under which Trustee can draw the same or a greater amount at the same or a later time than under the former letter of credit, Trustee may surrender the former in exchange for the latter. In exchange for the entire amount that can be drawn by Trustee under the letter of credit, Trustee may surrender the letter of credit. Trustee shall not, without written approval from the Deputy Administrator, otherwise surrender or dispose of any letter of credit obtained by Principal under this agreement.
- (i) If any letter of credit obtained by Principal is about to expire and has not been replaced by another in the same form issued by the same bank under which Trustee can draw the same or a greater amount at a later time than under the expiring letter of credit, Trustee, unless the Deputy Administrator shall in writing state that this is unnecessary, shall obtain the full amount of the expiring letter of credit before it expires.
- (j) This agreement may be terminated by either Trustee or Principal by delivering to the other and the Deputy Administrator written notice of termination stating or describing a termination date. The termination date shall not be less than 30 days after the date the notice is received by the Deputy Administrator unless the Deputy Administrator, in writing, approves an earlier termination date. Transactions occurring after the termination date cannot be the basis of claims under this agreement. Trustee shall deliver notice upon such receipt of any claim for recovery under this agreement unless Principal informs Trustee that action will be taken to contest the claim. Trustee, unless otherwise directed by the Deputy Administrator, shall, before the termination date, draw the full amount that can be drawn on under every letter of credit obtained by Principal hereunder.
- (k) During times when Trustee holds funds that have been obtained under this agreement, Trustee shall invest these funds in the name of Trustee in a fully negotiable obligation of or guaranteed by the United States Government, or in deposits in national banks or in other banks insured by the Federal Deposit Insurance Corporation, or as otherwise approved in writing by the Deputy Administrator. Trustee shall not be obligated to maximize interest received on these funds. Trustee shall dispose of interest or dividends received by Trustee on these funds in the same manner as the funds. Trustee shall not expend the funds except as follows:
1. Funds may be used to pay taxes due on account of interest earned by the funds and received by Trustee;
 2. Funds, with the written approval of the Deputy Administrator, may be used to pay reasonable expenses and compensation to Trustee;
 3. Funds may be paid to claimants to whom funds are due under this agreement;
 4. Funds determined not to be needed to pay claimants under this agreement, with the written approval of the Deputy Administrator, may be returned to the bank from which the funds were obtained to be credited to Principal's account(s).

- (l) No amendment, endorsement, rider, or modification of this agreement shall be effective unless it is in writing, a fully executed duplicate (DOCUMENT MUST HAVE ORIGINAL SIGNATURES) of it is received by the Deputy Administrator, and either 30 days shall elapse after the date the duplicate is received by the Deputy Administrator or the Deputy Administrator shall state in writing that he or she has no objection to it. A rider may be used to terminate the clearing services of a registrant under condition clause 3 of this agreement.
- (m) Trustee may be removed by delivering written notice of resignation to the Deputy Administrator. The Deputy Administrator is hereby authorized to designate a person to act as Trustee under this agreement if Trustee designated herein or successor Trustee resigns, or fails, or is unable to act or serve. Immediately upon such designation by the Deputy Administrator, the prior Trustee shall transfer all letters of credit obtained by Principal hereunder, and shall disburse all funds drawn under these letters of credit and in the possession of the prior Trustee to the person so designated by the Deputy Administrator. This transfer and disbursement shall discharge the prior Trustee from all obligations hereunder to draw funds after the transfer under any letter of credit so transferred, or to pay any funds so disbursed, or to perform any other obligations accruing under this agreement after the transfer and disbursement. Resignation shall not operate to discharge prior Trustee from obligations accruing under this agreement prior to the transfer and disbursement.
- (n) The term "person" as used in this agreement shall be construed to mean and include both singular and plural, individuals, corporations, partnerships, associations, and the heirs, executors, administrators, successors, and assigns thereof.
- (o) Any reference in this agreement to one letter of credit shall be deemed to apply to multiple letters of credit if obtained by Principal under this agreement.
- (p) Any notice or document required to be given to or filed with the Deputy Administrator under this agreement may be given to the Regional Director of the Regional Office, Packers and Stockyards Program, in the region where Principal has its residence or principal place of business. Any approval, authorization, designation, or other action taken by the Deputy Administrator under this agreement may be taken or performed by the Regional Director or the Deputy Administrator.

5. This agreement becomes effective on the _____ day of _____, 20_____.

6a. Signature of Trustee:

Name:

Title:

Address:

Telephone number:

6b. Signature of Principal

Name:

Title:

Address:

Telephone number:

According to the Paperwork reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this collection is estimated to average 18 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Instructions to Complete
Trust Agreement Form
Form P&SP-2300**

In these instructions, you refer to a packer, market agency or dealer (referred to as the Principal).

When you provide one or more irrevocable, transferable, standby letter(s) of credit, issued by a Federally-insured bank or institution to meet the bonding requirements of the Packers and Stockyards Program, use form P&SP-2300 for the trust agreement (TA), governing said funds. A trust agreement, along with the standby letter(s) of credit, must be executed to cover your operation with the Packers and Stockyards Program.

A trust agreement requires complete and correct information to be submitted to the Packers and Stockyards Program on Form P&SP-2300. If any information is missing or incorrect, the Packers and Stockyards Program will return the trust agreement form to the principal for completion or correction.

Operating without proper registration and bond may subject the principal to severe penalties under law, including a fine of not more than \$11,000 for each violation.

Mail two copies of the completed form P&SP-2300, along with a fully executed letter of credit, with original signatures, to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the appropriate regional office of the Packers and Stockyards Program listed above.

The Regional Office of the Packers and Stockyards Program will complete Item 1.

The financial institution providing the Irrevocable, Transferable, Standby Letter of Credit may complete lines 1 through 5, and, if named as trustee on the trust agreement, sign line 6(a). In some instances, the Principal may complete lines 1 through 5 of the form.

If the financial institution writing the letter of credit is not named as Trustee, the Trustee named on the agreement must sign line 6(a).

The Principal must sign line 6(b).

Line No.	Subject	Instruction
1	Principal Name	<p>Enter the full name of the principal. The principal's name must match the name under which the principal is registered with the Packers and Stockyards Program. (Contact the Regional Office that covers your state as listed above, if you need this information.)</p> <p>Examples how John Doe might be registered include:</p> <ul style="list-style-type: none"> • John Doe • John Doe Livestock, Inc. • John Doe Livestock Co., L.L.C. • John Doe d.b.a. John Doe Livestock Company. • John Doe and Sam Doe d.b.a. Doe Livestock, or • John Doe and Sam Doe.
2	Trustee Name	<p>Enter the full name of the trustee named to the trust agreement. A trustee must always be named for the trust agreement, and must be a financially responsible, disinterested person. If the bank issuing the collateral will not act as the trustee, the principal is responsible for finding a disinterested third party to act as trustee. The trustee cannot be anyone that is directly involved with the business of the principal.</p> <p>Some States require that a State agency or official be named as trustee.</p> <p>See separate Trustee Information Package for descriptions of suitable trustees and for information about State required trustees.</p>
3	Conditions	<p>Line 3 defines the conditions that are applicable for livestock operations. If condition 3 applies, enter the registrant(s) name(s) to be listed as clearee(s) under this trust agreement in the space available in the definition for condition 3.</p> <p>Examples of each of the conditions are:</p> <p>Condition 1 - The principal sells livestock for the account of others. Condition 2 - The principal buys livestock for his/her own account or for the accounts of others. Condition 3 - The principal is providing bond coverage for other registrant(s), as clearee(s), and therefore is responsible for the obligations of the clearee(s). Condition 4 - The principal is purchasing livestock for purposes of slaughter, for his/her own account as a packer</p>

Line No.	Subject	Instruction
4(a)	Conditions Not Applicable to Principal's Operation	<p>Line 4(a) identifies the conditions that are NOT applicable to the principal's livestock operation. Based on the principal's operation, enter one of the following combinations of conditions to exclude from the trust agreement:</p> <ul style="list-style-type: none"> • Enter 2, 3 and 4 if the principal will be operating as a market agency selling on commission. • Enter 1, 3 and 4 if the principal will be operating as a dealer buying and selling for his or her own account or as a market agency buying on commission. • Enter 1 and 4 if the principal will be operating as a dealer and/or market agency buying on commission and a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 4 if the principal is operating solely as a clearing agency responsible for the financial obligations of other registrants. • Enter 1, 2 and 3 if the principal is operating as a packer.
5	Effective Date of Trust Agreement	Enter the effective date of the trust agreement. This may be the date the principal obtains the initial irrevocable, transferable, standby letter of credit.
6(a) and (b)	Signatures	<p>a) TRUSTEE'S SIGNATURE: The trustee must sign the form and enter his/her name, title, address, and telephone number.</p> <p>b) PRINCIPAL'S SIGNATURE: The principal, or someone authorized to sign for the principal (i.e. partner, owner, or officer), must sign the form, where indicated. The person who signs must enter his/her name, title (if any), address, and telephone number.</p> <ul style="list-style-type: none"> • If an individual operation, the principal must sign the trust agreement. • If a partnership operation, one of the partners must sign the trust agreement. • If a corporation, limited liability corporation, limited liability partnership, or association, an owner, officer, or duly authorized agent of the firm must sign the trust agreement.

U.S. DEPARTMENT OF AGRICULTURE
 GRAIN INSPECTION, PACKERS AND
 STOCKYARDS ADMINISTRATION
 PACKERS AND STOCKYARDS PROGRAM

IRREVOCABLE, TRANSFERABLE, STANDBY LETTER OF CREDIT

(1) Issuing Bank, Branch, Division, Department, Telephone Number

(2) Letter of Credit Number	(3) Amount \$	(4) Date
-----------------------------	------------------	----------

(5) To _____,

as Trustee or a successor trustee to a Trust Agreement that became effective on (6) _____, to which

_____ is a party.

(7) (Packer, Market Agency, Dealer)

This credit is transferable, one or more times, but only to a successor trustee designated by the Packers and Stockyards Program under the same Trust Agreement. Any such transfer shall govern all rights of the Trustee, including the entire amount that remains available under this credit at the time of such transfer.

Sight draft or drafts must be drawn on us. Your draft or drafts drawn at sight must bear the following clause:

Drawn under _____ standby letter of credit (8)
number _____ dated _____ up to the aggregate amount of \$ _____ (9) (10) (11)

The following signed statement must be made by the drawer and must accompany any such draft:

Drawer will dispose of the funds received under the accompanying draft in accord with the Trust Agreement that became effective on _____ to which (12) _____ is a party. (13)

We (the bank) will not be responsible for the disposition of any funds received by drawers.

Except as otherwise provided herein, any such draft does not need to be presented with any other document.

If any such draft is drawn by a successor trustee under the same Trust Agreement, it must be accompanied by a copy of the letter issued by the Packers and Stockyards Program designating such drawer as the successor trustee. We will not be responsible for verifying the authenticity of any such document that appears to be authentic on its face.

This credit may not be modified without the written approval of the Deputy Administrator, Packers and Stockyards Program.

(14a)

Any such draft must be received by us on or before _____
We hereby agree with drawers, endorsers, and bona fide holders of all drafts drawn hereunder and in compliance herewith that such drafts will be duly honored on sight upon presentation to us.

If desired:

The amount of any draft drawn hereunder must be endorsed on the reverse side of this letter of credit by the negotiating bank, and any such draft must be accompanied by a signed statement that an appropriate notation has been made, or by this letter.

OR

(14b)

Any such draft must be received by us on or before _____
We hereby agree with drawers of all drafts drawn hereunder and in compliance herewith that such drafts will be duly honored on sight upon presentation to us.

If desired:

This letter must be presented with any such draft for endorsement of the amount of such draft on the reverse side of this letter.

Except as provided above, this credit is subject to the Uniform Customs and Practice for Documentary Credits (July 2007 revision), International Chamber of Commerce Publication No. 600.

(15a) Authorized Signature: _____

(15b) Name: _____

(15c) Title: _____

(15d) Telephone Number: _____

This form is authorized by 7 U.S.C. 204 and 9 CFR 201.27. If a Letter of Credit is used in lieu of the bonding requirement, the completed and executed form must be submitted to the Packers and Stockyards Program.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this collection is estimated to average 18 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

U.S. DEPARTMENT OF AGRICULTURE GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION PACKERS AND STOCKYARDS PROGRAM	RIDER FOR GENERAL USE WITH BOND Required Under the Packers and Stockyards Act, 1921, as Amended and Supplemented
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Know all that (1) _____
(Name of Current Principal)

_____ of (2) _____
(City, State)

as Principal, and (3) _____
(Name of Surety)

as Surety, issued bond number (4) _____, dated (5) _____

in favor of (6) _____
(Name of Trustee)

as Trustee.

In consideration of the premium charged for the above-described bond, Principal and Surety agree to amend the bond as follows:

Complete the applicable clause(s) set out below:	
7. Increase in Bond	The bond identified above is increased FROM: \$ _____ TO: \$ _____
8. Decrease in Bond	The bond identified above is decreased FROM: \$ _____ TO: \$ _____
9. Change in Name of Principal	The name and address of the Principal, as given on the bond identified above, are changed FROM _____ <small>(Name and Address)</small> _____ TO _____ <small>(Name and Address)</small> _____
10. Change in Name of Trustee	The name and address of the Trustee, as given on the bond identified above, are changed FROM _____ <small>(Name and Address)</small> _____ TO _____ <small>(Name and Address)</small> _____
11. Add Clearing Services	The bond identified above is amended to add Condition 3, Clearing Services. <input type="checkbox"/> Yes <input type="checkbox"/> No
12. Delete Clearing Services	The bond identified above is amended to delete Condition 3, Clearing Services. <input type="checkbox"/> Yes <input type="checkbox"/> No

**Instructions to Complete
Rider for General Use with Bond
Form P&SP-2100**

A rider amending a surety bond requires complete and correct information to be submitted to the Packers and Stockyards Program on form P&SP-2100.

If any information is missing or incorrect, the Packers and Stockyards Program will return the bond rider form to the principal or surety for completion or correction. If the trustee's signature has not been obtained, the regional office will obtain the trustee's signature, and will ensure that the trustee retains an original copy of the rider for his or her files.

Operating without proper registration and bond may subject the principal to a fine of not more than \$11,000 for each violation.

Mail two fully executed bond rider forms to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below their address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the regional office of the Packers and Stockyards Program listed above.

The Surety must complete line 1 through 14, as applicable, sign line 18, and complete lines 15 and 16.

The Principal must sign line 17.

If the bond names a trustee, the trustee must sign line 19.

Line No.	Subject	Instruction
1	Current Principal	Enter name of the principal. The name must match that listed on the original bond, or the most current as changed by a previous rider.
2	City and State of Principal	Enter the city and state where principal operates.
3	Surety	Enter the name of the surety company writing the bond.
4	Bond Number	Enter the original bond number (do not list rider numbers).
5	Bond Date	Enter the original effective date of the bond. This item should ALWAYS reference the date the bond was issued, NOT the date of the most current rider.
6	In Favor of	If a trustee is named on the original bond or added with a previous rider, enter the name of the trustee. If no trustee is named, leave this line blank.

Line No.	Subject	Instruction
7	Increase in Bond	Enter the amount of the bond before the increase and the amount of the bond after the increase.
8	Decrease in Bond	Enter the amount of the bond before the decrease and the amount of the bond after the decrease.
9	Change in Name of Principal	Enter the full name and address of the principal in the FROM section as it is stated on the original bond or previous rider, and the principal's current name and address in the TO section, as changed.
10	Change in Name of Trustee	Enter the full name and address of the former (previous) trustee in the FROM section, and the full name and address of the successor (current) trustee in the TO section.
11	Add Clearing Services	Check the appropriate box to indicate if the rider adds clearing services to the bond (Condition Clause 3 on form P&SP-2000).
12	Delete Condition 3 from Agreement	Check the appropriate box to indicate if the rider deletes clearing services from the bond (Condition Clause 3 on form P&SP-2000).
13	Add Clearee to Clause 3	Enter the full name(s) and address(s) of the clearee(s) being added to the bond.
14	Delete Clearee from Clause 3	Enter the full name(s) and address(s) of the clearee(s) being deleted from the bond.
15	Rider Effective Date	Enter the effective date of the rider.
16	Signed and Dated	Enter the date that the rider was signed and dated by the surety.
17	Principal Signature	Enter the name of the principal. The rider MUST be signed by someone with the authority to sign on behalf of the principal. For example, if the principal is a corporation, a responsible owner or officer must sign; if the principal is a partnership, one of the partners must sign.
18	Surety Signature	Enter the name of the surety. The rider MUST be signed by someone with the authority to sign on behalf of the surety. In addition, the surety must attach a current POWER OF ATTORNEY for the person signing the rider. The date of the Power of Attorney must be equal to or prior to the effective date of the rider.
19	Trustee Signature	Enter the name of the trustee. If a trustee is named, the trustee, or someone authorized to sign on behalf of the trustee, must sign the rider.

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAM

**RIDER FOR GENERAL USE WITH
TRUST FUND AGREEMENT OR TRUST AGREEMENT
(Bond Equivalents)**

Required Under Packers and Stockyards Act, 1921, As Amended and Supplemented

To be attached to and to form a part of Trust Fund Agreement No. (1) _____ or
Trust Agreement No. (2) _____ in the amount of (3) \$ _____, dated (4) _____,
naming (5) _____

_____ as Principal, (6) _____

_____ as Trustee; and if a Trust Fund Agreement, (7) _____

_____ as Depository.

The subject Agreement is amended as follows:

8. Increase in sum of Trust Fund Agreement The sum of the Trust Fund Agreement identified above is increased.
FROM \$ _____
TO \$ _____

Not For Use with Trust Agreement

(If a Depository is named, complete the Depository Statement on the second page of this form.)

9. Decrease in sum of Agreement The sum of the agreement identified above is decreased.
FROM \$ _____
TO \$ _____

Not For Use with Trust Agreement

10. Change in name of Principal The name of the principal as given in the agreement identified above is changed.
FROM _____
TO _____

11. Change of Trustee The Trustee as given in the agreement identified above is changed.
FROM _____
TO _____

The change in trusteeship and transfer of the original agreement to the new trustee is agreed to and accepted.

12(a) Former trustee's signature

12(b) Successor trustee's signature

13. Adding Condition Clause Three to Agreement The agreement identified above is amended to add Condition 3, Clearing Services.
Please check YES or NO, as applicable YES NO

14. Deleting Condition Clause Three to Agreement The agreement identified above is amended to delete Condition 3, Clearing Services.
Please check YES or NO, as applicable YES NO

15. Adding Clearee to Clause Three of Agreement THE NAME(S) OF _____

 (Name(s) and Address(s))
 is (are) added as clearee(s) under the clearing services clause of agreement identified above.
16. Deleting Clearee from Clause Three of Agreement THE NAME(S) OF _____

 (Name(s) and Address(s))
 is (are) deleted as clearee(s) under the clearing services clause of agreement identified above.

If This Rider Is Amending a Trust Fund Agreement, Please Complete Items 17 through 21, Otherwise Proceed to Item 22

17. Change of Depository The Depository Is Changed
 FROM _____

 (Name(s) and Address(s))
 TO _____

 (Name(s) and Address(s))

18(a) Signature of Officer of Former Depository _____ 18(b)* Signature of Officer of Successor Depository _____

* Successor Depository Will Need to Complete the Following Depository Statement

DEPOSITORY STATEMENT	
19. Name of Bank or Other Depository	_____
20. Account or Security(ies) Identification and Number	_____
<p>Depository acknowledges having received notice that the account and/or security(ies) identified above are trust funds under the above trust fund agreement, to be paid out only as directed in writing by trustee, or by a successor trustee appointed by Packers and Stockyards Program and properly identified as such, or by a court of competent jurisdiction. Depository will not be responsible for any person's disposition of such funds.</p>	
21. Depository by (Authorized signature)	_____

All other conditions of this agreement remain the same.

22. This rider shall become effective as of the _____ day of _____, 20 _____.

23(a) Signature of Principal _____

23(b) Signature of Trustee _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Instructions to Complete
Rider for General Use with Trust Fund Agreement or Trust Agreement
Form P&SP-2400**

When you, as a packer, market agency, or dealer (also referred to as the Principal), amend either the Trust Fund Agreement or Trust Agreement that is provided as bond coverage for your operation use form P&SP-2400.

A rider amending a bond equivalent requires complete and correct information to be submitted to the Packers and Stockyards Program on Form P&SP-2400. If any information is missing or incorrect, the Packers and Stockyards Program will return the rider form to the principal or financial institution for completion or correction. If the trustee's signature has not been obtained, the regional office will obtain the trustee's signature, and will ensure that the trustee retains an original copy of the rider for his/her files.

Operating without proper registration and bond may subject the principal to severe penalties under law, including a fine of not more than \$11,000 for each violation.

Mail two copies of the completed form to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 E-mail: PSPAAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 E-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 E-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the regional office of the Packers and Stockyards Program listed above.

In most instances, the bank or financial institution providing the collateral for the referenced agreement will complete lines 1 through 11, 13 through 17, and 19 through 21, as applicable to the type of agreement originally filed by the Principal. The Principal may also complete the lines referenced above.

If the original agreement is a **Trust Agreement** with a **Letter of Credit**, it is not necessary to complete lines 8, 9, and 17 through 21.

If a Change of Trustee is implemented by the rider, the Former Trustee will sign line 12(a), and the Successor (Current) Trustee will sign line 12(b).

If a Change of Depository is implemented by the rider, the Former Depository will sign line 18, and the Successor (Current) Depository will sign line 18(b). The Current Depository will also sign line 21.

The Principal must sign line 23(a).

The current Trustee must sign line 23(b)

Line No.	Subject	Instructions
1	Trust Fund Agreement No.	If the agreement being amended is a Trust Fund Agreement (TFA) , enter that identification number.
2	Trust Agreement No.	If the agreement being amended is a Trust Agreement (TA) , enter that identification number.
3	Amount	Enter the current amount of the agreement.
4	Dated	Enter the original effective date of the agreement.
5	Principal	Enter name of the Principal. The name must match that listed on the original agreement or the most current as changed by a previous rider.
6	Trustee	Enter the trustee, as named on the original agreement, or the most current as changed by a previous rider.
7	Depository	If the original agreement is a Trust Fund Agreement , enter the depository, as named on the original agreement, or the most current as changed by a previous rider. If the original agreement is a Trust Agreement , leave this section blank.
Use lines 8 through 21 to specify changes the rider makes to the agreement. Complete the line(s) appropriate for the change you make to the agreement.		
8	Increase in Sum of Agreement	If the original agreement is a Trust Fund Agreement , enter the amount of the agreement before the increase and the amount of the agreement after the increase. If the original agreement is a Trust Agreement , leave this section blank.
9	Decrease in Sum of Agreement	If the original agreement is a Trust Fund Agreement , enter the amount of the agreement before the decrease and the amount of the agreement after the decrease. If the original agreement is a Trust Agreement , leave this section blank.
10	Change in Name of Principal	Enter the full name and address of the Principal in the FROM section as stated on the original agreement or previous rider and the principal's current name and address in the TO section.
11	Change in Name of Trustee	Enter the full name and address of the former (previous) trustee in the FROM section as stated on the original agreement or previous rider and the full name and address of the successor (current) trustee in the TO section.
12(a)	Former Trustee's Signature	If there is a change in the name of the trustee, the former trustee to the agreement must sign the form .
12(b)	Successor Trustee's Signature	If there is a change in the name of the trustee, the successor (current) trustee to the agreement must sign the form .
13	Add Condition 3 to Agreement	Check the appropriate box to indicate if the rider adds clearing services to the agreement (Condition Clause 3 on form P&SP-2300).
14	Delete Condition 3 from Agreement	Check the appropriate box to indicate if the rider deletes clearing services from the agreement (Condition Clause 3 on form P&SP-2300).
15	Add Clearee to Clause 3	Enter the full name(s) and address(s) of the clearee(s) being added to the agreement.
16	Delete Clearee from Clause 3	Enter the full name(s) and address(s) of the clearee(s) being deleted from the agreement.

Line No.	Subject	Instructions
<p>Complete line numbers 17 through 21 if the agreement the principal maintains is a trust fund agreement.</p> <p>If the principal maintains a trust agreement with a letter of credit, please proceed to item 22.</p>		
17	Change of Depository	Enter the full name and address of the previous depository in the FROM section, and the current depository in the TO section. If there is a change, complete lines 18 through 21.
18(a)	Former Depository Signature	A responsible officer of the depository that maintained the collateral pledged to the referenced agreement as listed on the original Trust Fund Agreement, or as changed by a previous rider must sign the form .
18(b)	Successor Depository Signature	A responsible officer of the financial institution that currently maintains the collateral pledged to the referenced Trust Fund Agreement must sign the form .
19	Name of Bank or Other Depository	Enter the name of the financial institution that currently maintains the collateral pledged to the referenced Trust Fund Agreement.
20	Account or Security(ies) Identification and Number	Enter the account number or identification numbers of all accounts or securities that are pledged to the referenced Trust Fund Agreement.
21	Depository By	A responsible officer of the financial institution, acting as Successor Depository, must sign the form to signify the officer understands the responsibility of the depository regarding the disposition of the funds pledged to the trust fund agreement.
22	Rider Effective Date	Enter the effective date of the rider.
23(a)	Signature of Principal	The Principal, or someone authorized to sign for the principal (for example, a partner, owner, or officer), must sign the form .
23(b)	Trustee Signature	The trustee, or someone authorized to sign on behalf of the trustee, must sign the form .

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAM

**TERMINATION OF TRUST AGREEMENT OR TRUST FUND
AGREEMENT**

1. Date: _____

Part I - Termination

2. Name of Registrant or Packer and Address (Street and No., City, State and Zip Code)	3. Name and Address of Trustee (Street and No., City, State and Zip Code)
--	---

Agreement Identification

4. Trust Agreement No. _____ or 5. Trust Fund Agreement No. _____

6. Value of Collateral \$ _____ 7. Effective Date: _____

8. Termination Date: _____

Part II - Statement of Obligations for Livestock Purchased or Sold

Your agreement is ~~terminated thirty (30) days following the date of receipt of your request~~ with Packers and Stockyards Program.

The trustee is prohibited from releasing the collateral until a satisfactory showing has been made to the Deputy Administrator, Packers and Stockyards Program, that all obligations arising under the terms of the agreement have been satisfied.

Complete this report **after the termination date** then return to the above address.

9. Does the registrant or packer named above (Part I, line 2) **owe or have any outstanding obligations** for livestock purchased or sold (including for checks or drafts which have been issued in payment for livestock which have not been presented for payment or actually paid) during the period in which the agreement was in effect?

NO

YES

(If yes, please attach a list of livestock sellers to whom payment has not been made and the amount owed each seller. List the amount and date of each check and draft that has been issued in payment for livestock that has not been presented for payment and actually paid.

CERTIFICATION: I certify that this report has been prepared by me or under my direction and that to the best of my knowledge and belief, this report is true and correct.

10. Signature Of Registrant/Packer

11. Date

Return report to appropriate regional office; see separate instructions for information.

Part III – Collateral

Because the registrant or packer has certified that all obligations arising under the terms of the agreement have been paid, we now authorize the trustee to release the collateral pledged.

12. Letter of Credit Identification (If Applicable)	13. Date
14a. Signature	14b. Title

Execution of special report is required to insure all livestock sellers have received payment before collateral held under the trust agreement or trust fund agreement will be released (9 CFR 201.34 (c)). Information held confidential (9 CFR 201.96).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average .75 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

The Packers and Stockyards Act, 1921, as amended and supplemented provides in part that: "Any person who shall willfully make, or cause to be made, any false entry or statement of fact in any report required to be made under this Act ... shall be deemed guilty of an offense against the United States, and shall be subject, upon conviction in any court of the United States of competent jurisdiction, to a fine of not less than \$1,000 nor more than \$5,000, or to imprisonment for a term of not more than three years, or to both such fine and imprisonment."

**Instructions to Complete
Termination of Trust Agreement or
Trust Fund Agreement
Form P&SP-2500**

If you, as a packer, market agency, or dealer wish to terminate your trust agreement or trust fund agreement covering your livestock operation with the Packers and Stockyards Program, form P&SP-2500 must be completed. Completion of the termination form will initiate the procedure to release the collateral funding the agreement.

After the termination date, as noted on the enclosed form P&SP-2500, you as the principal must sign and date the form P&SP-2500 and return it to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 e-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 e-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 e-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions about the form or completing the form, please contact the regional office of the Packers and Stockyards Program that covers your state as listed above.

The regional office of the Packers and Stockyards Program will complete Part I of the form (lines 1 through 8).

You, as the registrant/packer, must complete Part II, including the certification (lines 9 through 11).

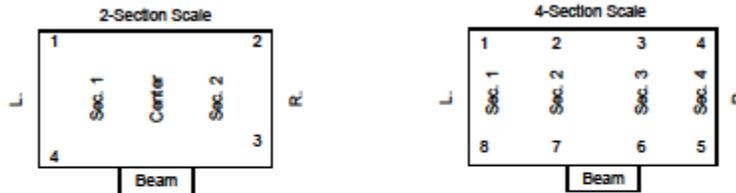
After you sign and return the form to the regional office, certifying that you do not owe outstanding livestock obligations, the regional office will sign and date Part III (lines 12 through 14), and forward the form to the trustee as authorization to release the collateral funding the agreement. The regional office will retain a copy for the registrant's/packer's files.

Line No.	Subject	Instruction
9	Owes for Outstanding Livestock Obligations	Check the appropriate box to indicate whether you have outstanding obligations for any livestock you have purchased or sold. If yes, attach a list of the sellers that have not yet been paid, or presented their checks to the bank for payment. Include the amount and date for each check or draft that has not been paid by your financial institution.
10	Signature of Registrant or Packer	The principal, or someone authorized to act on the principal's behalf, must sign the form.
11	Date Report Signed	The form must not be signed prior to the date of termination, as indicated in part II of the form. If the form is signed prior to the termination date, an additional copy of form P&SP-2500 will be mailed to you, as the Principal, for completion and signature after the termination date.

Explanation of Terms and Abbreviations

1. Test Weight Position (Corners and Sections).

The corners and sections of a scale platform are designated as shown in diagrams below when an observer is standing in the weighing position facing the scale platform.



2. SR (Sensitivity Response).

SR is a measure of the sensitiveness of a scale and is defined as the change in load required to change the position of rest of the indicator a definite amount. The term SR does not apply to automatic indicating scales.

3. Errors.

If the scale indication exceeds the value of the applied test load (*overregistration*) the error is designated as plus (+). If the scale indication is less than the value of the applied test load (*underregistration*) the error is designated as minus (-).

Suggestions to Owners of Livestock Scales

The following suggestions and recommendations are offered in the interest of improving maintenance and livestock weighing practices.

1. Visibility.

The weighbeam, dial, or digital instrument should be located so that the weighmaster has a full and unobstructed view of the platform, stock racks and gates.

The weighbeam, dial, or digital instrument should be located so that the weighing will be done in full view of the interested parties.

2. Installation.

Careful installation by a competent scale mechanic will tend to reduce maintenance costs and improve weighing accuracy. Scales are precision devices and require regular maintenance to assure continued accuracy.

Ready access to the scale pit should be provided through the neck of the pit or by an outside entrance.

For a fully electronic load cell scale, access to the weighing elements (load cells) must be provided for the purpose of inspection and maintenance of the weighing elements.

3. Approaches.

Approaches should be level and on the same plane as the scale platform.

4. Scale Platform.

The scale platform should be waterproof. Concrete platforms, scored, or well roughened, are recommended.

Where cleats are used, they should be of metal or sturdy wooden construction in the form of a hinged grid.

Clearance around edges of platform should be not less than 1/2 inch, and edges should be undercut.

5. Stock Racks.

Stock racks should be of substantial wooden or steel construction, and be firmly anchored to the platform.

Stock racks should have a clearance of at least 3 inches from all adjacent structures and have adequate side protection to prevent interference during the weighing.

Entrance and exit gates on stock racks should swing freely and have positive latches. The preferred location of gates is at the ends of the platform rather than the sides.

6. Maintenance.

The scale should be regularly serviced by a competent scale technician.

The lever system and structural steel in the pit should be kept well painted.

Pivots and bearings should be packed with a protective grease. Periodically this grease should be removed and the pivots and bearings repacked.

Weighbeam notches and poises should be kept clean.

The weighbeam should be protected by a fabric cover when not in use.

7. Testing.

Scales must be tested at least twice a year by a competent scale testing agency.

Adequate provision should be made for access of the testing equipment to the scale.

**Instructions to Complete
Livestock Scale Test Report
Form P&SP-4200**

The scale inspector or person testing the scale must complete form P&SP-4200 to document the scale tests required by the Packers and Stockyards Program.

Mail the completed form to the regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 e-mail: PSPAAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 e-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 e-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

For more information, see Instructions for Testing Livestock and Animal Scales available from a regional office or via our web site at <http://www.usda.gov/gipsa/pubs/live.pdf>

If you have any questions regarding this form, please contact the appropriate regional office of the Packers and Stockyards Program listed above.

NOTE: Explanations of terms and abbreviations are provided on page 2 of the form.

Line No.	Subject	Instruction
1	Page Number	The page number is normally 1 of 1. If additional space is needed or when testing multiple indicator/platform installations, number pages identifying the current page number and the total number of pages. For example, page 2 of 3.
2	Scale Test Agency	Enter the name, address, city, state, zip code, phone number, and e-mail address of the scale test agency.
3-7	Scale Owner	Enter the name of the scale owner and the address, city, county, and state where the scale is located. (Directional addresses may be helpful in rural locations. Attach a separate sheet to the form to provide directions.)
8	Scale Manufacturer	Enter the name of the manufacturer of the beam, dial or digital indicator
9	Model Number	Enter the model number of the indicator from the manufacturer's ID plate.
10	Serial Number	Enter the serial number of the indicator found on the ID plate.
11	Type Indicator	Check the appropriate box to indicate the type of indicator and check the printer box if it has printing capabilities.
12	Balance Indicator	Enter the name of the manufacturer of the balance indicator installed on beam scales.
13	Pit Depth	If indicator is below ground, enter depth of pit in feet.
14	Lever Type	Enter the type or design of the lever system or load cell. (For example: "S" or straight; "A" or truss; pipe; pipe and load cell; 4-cells; 6-cells.)
15	Scale Capacity	Enter the total scale capacity (maximum nominal capacity), in pounds.

Line No.	Subject	Instruction
16	Scale Division	Enter the minimum scale division quantity, in pounds.
17	Class of Scale	Check the appropriate box to indicate if the scale is non-marked, or marked III or III L. NOTE: The scale may be marked as both III and III L.
18-19	Platform Size and Capacity	First: Inside the rack, measure and enter the length and the width of the platform in meters or feet; indicate which measurement (for example, feet) is used. Enter the length x width in line 18. Second: Multiply the length times the width to determine the size of the platform. Third: Use the following chart with the platform size to determine the capacity. See the example following the chart. Enter the scale capacity in line 19.

Livestock Scales Capacity		
Category of Livestock	1 square meter	1 square foot
Cattle	540 kg	110 lbs
Hogs and Calves	340 kg	70 lbs
Sheep and Lambs	240 kg	50 lbs

Examples:

Platform size – length: 4 m. width: 2.5 m.

$$4m \times 2\frac{1}{2}m = 10 m^2$$

10 x 540 kg = 5,400 kg Capacity

Platform size – length: 14 ft. width: 8 ft.

$$14' \times 8' = 112 sq. ft.$$

112 x 110 lb = 12,320 lbs Capacity

Line No.	Subject	Instruction
20	Species Weighed	Enter the category of livestock that are weighed. (For example, steers, heifers, cows, bulls, calves, hogs, sheep, goats, horses, and mules.)
21	Accessories	Check the appropriate box to indicate each of the accessories that are part of the scale.
22	Access to Scale	Enter your observation and opinion as to access to the scale for testing.
23	Test Date	Enter the date (month, day, and year) you tested the scale.
24	Last Test Date	Enter the date (month, day, and year) the scale was last tested.
25	Condition of Parts of the Scale	Enter the housekeeping and maintenance condition of the scale. Specify the condition for the (1) gates and racks, (2) scale deck, and (3) scale pit.
26	Test Results	The State official or the scale company that conducted the test enters the test results.
Test Data		
27	Sensitivity Response	Enter the Sensitivity Response (SR) on beam scales, or the discrimination on dial and digital scales, in pounds, at zero and maximum test loads.
28	Motion Detection	Enter the range in pounds (plus – minus) at which motion detection prevents printing of weight values.
29	Auto Zero	Enter the range in pounds (plus – minus) at which the scale will automatically reset to zero after minor balance changes.

Line No.	Subject	Instruction
30a-e	Test Data	<p>It is important that you fill out the test report in the sequence and in the manner you conduct the test. If you begin a test and determine that the scale is defective, and then correct the defective condition, record this in sequence on the test report. Enter each of the following in the respective columns:</p> <p style="text-align: center;"><u>Column</u> <u>Enter Test Data</u></p> <p>(a) The location or position on the platform of the test weights. (b) The total amount of test weights on the scale, in pounds. (c) The amount of correction weights, in pounds, used to balance the scale at zero load. (d) On beam scales: the amount of error weights, in pounds, added or removed, to balance the scale. On dial and digital scales: the indicated or printed weight. (e) Subtract column 4 from column 3; enter the amount, in pounds, as the error.</p>
31	Decreasing Load Test and Balance	<p>For dial and digital scales only, enter the test data for the decreasing load test and the resulting balance. It is important that you fill out the test report in the sequence and in the manner you conduct the test. If you begin a test and determine that the scale is defective, and then correct the defective condition, record this in sequence on the test report. Enter each of the following in the respective columns:</p> <p style="text-align: center;"><u>Column</u> <u>Enter Test Data</u></p> <p>(a) The location or position on the platform of the test weights. (b) The total amount of test weights on the scale, in pounds. (c) The amount of correction weights, in pounds, used to balance the scale at zero load. (d) On beam scales: the amount of error weights, in pounds, added or removed, to balance the scale. On dial and digital scales: the indicated or printed weight. (e) Subtract column 4 from column 3; enter the amount, in pounds, as the error.</p> <p><u>On the balance line, enter the amount the scale indicated after the test.</u></p>
32	Remarks	Use the "Remarks" section to enter needed explanations, comments, adjustments you made, recommendations needed to correct a defective condition, etc.
33	Receipt Signature	The owner or responsible person must sign the form acknowledging receipt of a copy of the test report form.
34	Inspector Signature	The scale inspector or person(s) testing the scale must sign the test report form.

U.S. DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAM

**WEIGHER'S ACKNOWLEDGEMENT
AND AGREEMENT
FOR WEIGHING LIVESTOCK**

I, _____,
(1) Weigher's Name

employed by _____,
(2) Weigher's Company Name

at _____, _____, as a weigher
(3) City (4) State

of livestock, have read and received the Instructions for Weighing Livestock issued under the authority of the Packers and Stockyards Act, 1921, as amended and supplemented. I agree to fully comply with the Instructions. I am aware that it is an offense against the United States to willfully make any false entry of weight or other information on a scale ticket or other record kept by my employer.

(5) SIGNATURE OF WEIGHER:

(6) SIGNATURE OF WITNESS:

(7) DATE:

The employer of the weigher must: Send one copy of the agreement to the Regional Office of the Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, USDA.

Retain one copy for the weigher named on this agreement.

Response is required to acknowledge receipt of Instructions for Weighing Livestock and to show that weigher has read and agrees to follow the instructions (9 CFR 201.73-1). Information held confidential (9 CFR 201.96).

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average 5 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Instructions to Complete
Weigher's Acknowledgement and Agreement
For Weighing Livestock
Form P&SP-4000**

Mail the completed form to the appropriate regional office of the Packers and Stockyards Program as listed below. The states covered by each regional office are listed below its address.

Regional Offices of the Packers and Stockyards Program Grain Inspection, Packers and Stockyards Administration		
Eastern Regional Office Suite 230 75 Spring Street Atlanta, GA 30303-3308 Telephone: (404) 562-5840 FAX: (404) 562-5848 e-mail: PSPAtlantaGA.GIPSA@usda.gov	Western Regional Office 3950 Lewiston St., Suite 200 Aurora, CO 80011-1556 Telephone: (303) 375-4240 FAX: (303) 371-4609 e-mail: PSPDenverCO.GIPSA@usda.gov	Midwestern Regional Office Room 317 210 Walnut Street Des Moines, IA 50309-2110 Telephone: (515) 323-2579 FAX: (515) 323-2590 e-mail: PSPDesMoinesIA.GIPSA@usda.gov
States Covered	States Covered	States Covered
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI

If you have any questions regarding this form, please contact the appropriate regional office of the Packers and Stockyards Program listed above.

Line No.	Subject	Instruction
1	Name	Enter name of person signing Weigher's Acknowledgement and Agreement.
2	Employer	Enter name of company weigher is employed by.
3	City	Enter city where weigher will be weighing livestock.
4	State	Enter state where weigher will be weighing livestock.
5	Weigher Signature	The weigher must sign the form in front of a witness.
6	Witness Signature	A witness must sign the form after witnessing the weigher's signature.
7	Date	Enter the date that Weigher's Acknowledgement and Agreement was signed and witnessed.

(Post conspicuously near livestock scale.)

UNITED STATES DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION
PACKERS AND STOCKYARDS PROGRAMS

**THIS SCALE IS OPERATED UNDER
THE REQUIREMENTS OF THE PACKERS AND STOCKYARDS ACT
INSTRUCTIONS FOR WEIGHING LIVESTOCK**

1. Keep scale balanced at zero at all times.
2. Check zero balance at least every 15 minutes or every 15 drafts; also after each load of more than half scale capacity, or 10,000 pounds, if it is to be followed by a load of less than 1,000 pounds.
3. Show time of zero balance check on scale on scale ticket.
4. Weigh each draft of livestock accurately to the nearest weight value that can be recorded.
5. Do not favor either buyer or seller.
6. Be sure there are no binds between scale platform and scale pit wall.
7. On weighbeam scales check SR, or scale sensitivity, at least twice a day by moving fractional poise one notch with scale balanced and scale platform empty.
8. Print scale tickets only while livestock is on the scale.
9. Use serially numbered scale tickets in sequence.
10. Scale tickets must be dated and initialed by weighmaster.
11. Scale tickets must show correct identification of buyer and seller.
12. Keep all voided tickets and do not leave unused scale tickets at scale without being locked up.

**FALSE WEIGHING IS A CRIMINAL OFFENSE
SUBJECT TO FINE AND IMPRISONMENT**

For other information or more detailed instructions, see U.S.D.A.
Scales and Weighing Memo No. 3 obtainable from:



United States
Department of
Agriculture

Grain Inspection,
Packers and Stockyards
Administration

Custodial Account Instructions

1. Custodial Account Requirement:

All market agencies selling on a commission basis are required by section 201.42 of the regulations issued under the Packers and Stockyards Act to establish and maintain a separate bank account designated as "Custodial Account for Shippers Proceeds." The account must be used to deposit custodial funds and disburse all funds due to consignors from livestock sold on a commission basis. All checks to consignors in payment of the net proceeds from the sale of consigned livestock must be issued on the custodial account.

2. General Bank Account:

The market agency must have a separate bank account for general and operating expenses and for livestock purchased on a commission basis or as a dealer. The custodial account cannot be used to pay operating expenses or to pay for any livestock purchases.

3. Trust Account:

The custodial account is a trust account and the bank must be informed that the depositor (market agency) is acting as a fiduciary and that the funds in the account are trust funds.

4. FDIC Bank:

Custodial accounts must be maintained in FDIC-insured banks. To enable each shipper to have FDIC coverage, the selling agency must have the account properly labeled as a "Custodial Account for Shippers' Proceeds." This designation must appear on deposit tickets, checks and bank statements. Names of those shippers having an interest in the account and the amounts which are due each consignor must be clearly disclosed in the records of the market agency in whose name the custodial account is maintained.

5. Custodial Account Checks:

Custodial account checks must be serially numbered and must be imprinted with the name of the market agency and the wording "Custodial Account for Shippers' Proceeds" on the face of the check. Checks of a different color from the general account checks will help avoid bank errors.

6. New Account-Initial Deposit:

When a new custodial account is opened, the market agency should make an initial deposit of its own funds unless arrangements can be made for the bank to honor the first checks presented.

7. Deposits to Custodial Account:

All money received on sale day from buyers in payment for livestock sold on a commission basis must be deposited directly to the custodial account before the close of the next business day after the sale day. Further, the custodial account must be reimbursed before the close of the next business day after the sale for any proceeds due for livestock sold to the market agency, its owner, officers of employees, or any buyer to whom the market agency has extended credit. All money received thereafter in payment for livestock sold on commission must be deposited directly to the custodial account until the account has been reimbursed in full. The account must be reimbursed, in full, within 7 days after the sale day whether or not the proceeds receivable have been collected. (See Exhibit B).

8. Proceeds Receivable:

Proceeds receivable are receivables due the market agency from the sale of consigned livestock that were not paid on the day of purchase. To be classified "proceeds receivable" rather than "accounts receivable," each of the following conditions must be met:

- * no agreement has been entered into with the buyer under which the buyer has been relieved of the duty to transmit or deliver to the market agency the full amount of the purchase price by the close of the next business day following the purchase of livestock;
- * the receivable has not remained uncollected for a period of more than 7 days after the date of sale;
- and
- * the receivable is not due from the market agency, any of its owners, officers, or employees.

9. Withdrawals From Custodial Account:

The custodial account can be used to pay only the net proceeds due to consignors, to pay for lawful charges from consignors' invoices, and to pay the charges due the market agency as compensation for its services. Charges for commissions, yardage, and other services which have been deducted from the account of sale and are due the market agency should be totaled at the end of each sale day and transferred to the general account. Miscellaneous charges against a consignment (trucking, brand and health inspection fees, meat board, etc.) which have been deducted from the sales proceeds may be paid directly from the custodial account.

10. Savings Accounts - Investments:

Custodial account funds may be maintained in interest-bearing savings accounts or invested in one or more certificates of deposit to the extent the market agency's ability to meet its obligations to its consignors is not impaired. Any such savings account or certificate of deposit must be properly identified as being part of the custodial account and maintained the same as the custodial account.

11. Custodial Account Cannot Be Used To:

- * Pay general expense items of the market agency such as salaries, rents, supplies, repair of facilities, owners' personal withdrawals, etc. (Such checks should be written on the general account.);
- * Make advances on livestock received on consignment or make advances for the purchase of livestock;
- * Finance buyers by allowing a period longer than the period specified in section 409 of the P&S Act;
- and
- * Finance livestock purchases of the market agency.

12. Custodial Account Analysis:

It is essential for the market agency to know that its custodial account is in proper balance at all times. To make that determination, the market agency should make at least a monthly reconciliation and analysis of its custodial account and retain it as part of its books and records (See Exhibit A).

The Custodial Account Instructions, Exhibit A and Exhibit B can be found at: www.gipsa.usda.gov under Find a GIPSA Publication, Packers and Stodkyards Program, Custodial Account Instruction.



United States
Department of
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Grain Inspection,
Packers and Stockyards
Administration

Custodial Account Instructions

How to Analyze a Custodial Account

Steps to determine if your custodial account is in balance:

1. Obtain monthly custodial bank statements together with honored or paid checks (or other evidence of checks paid if the bank does not return paid checks) as of the book closing date or analysis date.
2. Sort or arrange paid custodial checks in serial number order. Market's should not destroy, but retain voided checks in the market's records.
3. Determine which checks have been issued but not cashed (outstanding checks) by comparing checks that have cleared with check register, check stubs, or carbon copies of checks written. Mark off those checks that have cleared. Market agencies should periodically contact consignors that have not cashed their checks to encourage prompt negotiation of old outstanding checks, and when necessary, issue new checks to replace lost checks.
4. Prepare a list of check numbers and amounts of all checks issued but not cashed. The total of these checks should be shown as outstanding checks in the analysis. Markets should identify and retain in the company records all outstanding check lists as "Outstanding Checks (month)(year)."
5. Prepare a list from the sales journal or other records, by sale date, of consignors of livestock for which checks have not yet been issued. Show the total amount due to consignors in the analysis.
6. Prepare a list of unpaid expense items deducted from consignors' proceeds remaining in the account, such as check off fees, health inspections, etc. Show the total amount remaining unpaid in the analysis. Do not include amounts due to the market for services, such as commissions and yardage, etc.
7. Prepare a list, by purchase date, of buyers' names and amounts of all uncollected items. Total those receivables for the sale of livestock sold on consignment that originated less than seven (7) days before the analysis date. Exclude those amounts originating one (1) or more days before the analysis date that are due from the market, owners, officers, employees, or those to whom the market has extended credit. Show this total as "Proceeds Receivable" in the analysis.
8. Total all cash and checks received from buyers that the Market has not yet deposited. Show this as "Proceeds on Hand" in the analysis.
9. Total all deposits in the mail or in the bank, but not recorded on the bank statement. Show as "Deposits in Transit" in the analysis.
10. The custodial account is in balance if the bank balance plus deposits in transit, custodial funds invested in certificates of deposit and/or savings accounts, proceeds on hand, and proceeds receivable are equal to the outstanding checks, proceeds due consignors for which checks have not yet been issued, and unpaid expense items remaining in the account.

Analysis of Custodial Bank Account for Shippers' Proceeds

Balance as per Bank Statement	\$ -	
Deposits in transit (in mail or bank but not on statement)	\$ -	
Certificates of deposit and savings accounts designated as custodial funds and on deposit in the bank carrying the custodial account.	\$ -	
Proceeds on hand	\$ -	
Proceeds receivable	\$ -	
Total Debits		\$ -
Outstanding checks and drafts which have not cleared the bank	\$ -	
Proceeds due consignors of livestock for which checks have not yet been issued	\$ -	
Unpaid expense items deducted from consignors' proceeds remaining in account	\$ -	
Total Credits		\$ -
Overall or shortage (if any)		\$ -



United States
Department of
Agriculture

Grain Inspection,
Packers and Stockyards
Administration

Custodial Account Instructions

Chart of Required Deposit Dates to Custodial Account

If Sale Day is on:	Deposit day for funds that are:	Deposit day for funds due from all other buyers:
Monday Tuesday Wednesday Thursday Friday Saturday	(a) Collected on sale day (b) Due from the market itself (c) Due from owner/officer/employee(s) (d) Due from any "credit" buyer	Monday Tuesday Wednesday Thursday Friday**

* If Saturday is a nonbanking business day in the particular location, Monday is the next banking business day. If the day of deposit falls on a business holiday, the next banking business day is the deposit date.

** Unless Saturday is a banking business day in the particular location.



U.S. Department of Agriculture
 Grain Inspection,
 Packers and Stockyards
 Administration

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ANNUAL REPORT OF MARKET AGENCY - SOC

**Packers and
 Stockyards
 Program**

Instructions: If an item's value is zero, enter "0". If an item does not apply, enter "NA". Upon completion please verify that all items have been answered. Return completed form to the P&SP Central Reporting Unit. See instructions for information about this report.

GENERAL INFORMATION - SECTION 1

101	Reporting Period (mm/dd/yy)	a. from	b. to
102	Legal Business Name		
103	Business Name (dba)		
104	Mailing Address		
105	City, State, Zip		
106	Physical Address		
107	City, State, Zip		
108	Contact Name		
109	Telephone Number		
110	Fax Number		

ORGANIZATIONAL STRUCTURE - SECTION 2

List owners, officers, partners, and managing members in control of this business

	a. Name	b. Title	c. Percentage Ownership
201			
202			
203			
204			
205			

206 Type of organization: Individual Partnership Corporation L.L.C. L.L.P. Co-op Association Other

207 Is this the same organization type reported last year? Yes No

208 Is this business owned or controlled by another business entity? Yes No

209 If line 208 is yes, identify the owner/controlling business name and address.

210 Does this business own or control other businesses within the livestock-meat sector? Yes No

If line 210 is yes, then provide the names of businesses that you own or control and percentage of control in items 211-214

	a. Name of Business	b. Percentage of Control
211		
212		
213		
214		

Your response to this form is required under the Packers and Stockyards Act of 1921 (9 CFR 201.97 and 7 U.S.C. 181-229). According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average 2 hour per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

BOND INFORMATION - SECTION 3

Livestock Dealer Activity		a. Cattle & Calves	b. Hogs	c. Sheep & Goats	d. Horses & Mules	e. Total (a+b+c+d)
301	Cost of livestock purchased on a dealer basis for registrant's account	\$	\$	\$	\$	\$
302	Number of head of livestock purchased on a dealer basis for registrant's account					

Livestock Bought on Commission		a. Cattle & Calves	b. Hogs	c. Sheep & Goats	d. Horses & Mules	e. Total (a+b+c+d)
303	Cost of livestock bought on commission for the account of others regardless of who paid for the livestock	\$	\$	\$	\$	\$
304	Number of head of livestock bought on commission for the account of others regardless of who paid for the livestock					

305	What was the dollar value of livestock dealer and BOC purchases in your highest fiscal year quarter?	\$
-----	--	----

CLEARER AND CLEAROR DESIGNATIONS - SECTION 4

401	Are you a clearer (cleared by another business for your livestock purchases)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
402	If you checked yes in item 401, provide the name of the clearing agent:		
403	Are you a clearor (provide clearing services for clearers)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		If yes provide information for items 404-412	
	Clearer's Name as Registered	405	Gross Value of Livestock Purchased
404		\$	
406		407	\$
408		409	\$
410		411	\$
	Total Livestock Purchases of all Clearers	412	\$

BALANCE SHEET - SECTION 5

All clearors and dealers whose line 301e plus 303e plus 412 total is below a specified \$ amount (see instructions) do not need to complete Sections 5 and 6.

Assets

Current Assets

Cash (Enter overdrafts under Current Liabilities - line 515)	501	\$	_____
Temporary Cash Investments (Marketable Securities, Certificates of Deposit, Commercial Paper, etc.)	502	\$	_____
Accounts Receivable (Due in 1 Year or Less)	503	\$	_____
Notes and Loans Receivable (Portion due in 1 Year or Less)	504	\$	_____
Inventory			
Livestock	505	\$	_____
Other Inventory	506	\$	_____
Total Inventory	507	\$	_____
Other Current Assets	508	\$	_____
Total Current Assets	509	\$	_____

Long-Term Assets

Investments	510	\$	_____
Property, Plant, & Equipment net of Depreciation and Amortization	511	\$	_____
Other Long-Term Assets	512	\$	_____
Total Long-Term Assets	513	\$	_____
Total Assets	514	\$	_____

Continuation of Section 5 Balance Sheet.

Liabilities and Net Worth

Liabilities

Current Liabilities

Bank Overdraft		515	\$	_____
Accounts Payable				
Livestock Payables	516	\$	_____	
Other Payables	517	\$	_____	
Total Accounts Payable				518 \$ _____

Notes and Loans Payable (Demand Notes and Portion of

Long-Term Notes due in One Year or Less)		519	\$	_____
Other Current Liabilities		520	\$	_____
Total Current Liabilities				521 \$ _____

Long-Term Liabilities (Due after One Year)

		522	\$	_____
Total Liabilities				523 \$ _____

Total Net Worth

524 \$ _____

Total Liabilities and Net Worth (Equals Total Assets)

525 \$ _____

INCOME STATEMENT - SECTION 6

All clearers and dealers whose line 301e plus 303e plus 412 total is below a specified \$ amount (see instructions) do not need to complete Sections 5 and 6.

Income Statement

Gross Dealer Profit (+) or Loss (-)	601	\$	_____
Buying Commission	602	\$	_____
Other Income	603	\$	_____
Total Income	604	\$	_____
Total Expenses	605	\$	_____
Net Profit (+) or Loss (-) before Income Taxes	606	\$	_____

CERTIFICATION - SECTION 7

Under the Packers and Stockyards Act any person who willfully makes, or causes any false entry or statement of fact in this report shall be deemed guilty of offense against the United States, and be subject to a fine of \$1,000 to \$5,000, or to imprisonment for a term of not more than 3 years, or to both fine and imprisonment.

I certify that this report has been prepared by me or under my direction, and to the best of my knowledge and belief correctly reflects reporting entity operations.

701 Print Name		702 Signature (Must be signed by a person listed on 201-205)	
703 Phone Number	704 Date	705 Title	

Submitted information is confidential (9 CFR 201.96). Failure to report will result in forfeiture to the United States \$110 per day until report receipt (U.S.C. 222).

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1490 Independence Avenue, S.W., Washington, D.C. 20258-9410, or call (800) 795-3272 (voice) or (202) 720-6982 (TDD). USDA is an equal opportunity provider and employer.

**Instructions to Complete
Annual Report of Market Agency SOC
Form P&SP – 3003**

As an individual, corporation, or association engaged in business as a market agency selling livestock on a commission basis, you must file an annual report with the U.S. Department of Agriculture on Form P&SP-3003, Annual Report of Market Agency SOC.

If you report on a calendar year basis, your form must be received by USDA's Packers and Stockyards Program (P&SP) by April 15 each year. If you file on a fiscal year basis, P&SP must receive your Annual Report form by 90 days after the close of your fiscal year. Requests for additional time to file this report must be received by P&SP no later than the applicable filing dates above. Failure to file this form may result in a fine of \$110 for each day the report is delinquent.

For help in completing Form P&SP-3003, or for additional copies of the form, please contact the P&SP regional office that serves your state. Forms and instructions also are on GIPSA's website at www.gipsa.usda.gov. Please mail the completed form(s) to your state's P&SP regional office.

Questions about how to complete Form P&SP-3003, or for additional copies, please contact the PSP Central Reporting Unit at 303-375-4264 or PSP-CRU.GIPSA@usda.gov. Forms and instructions are also on GIPSA's website at www.gipsa.usda.gov. Please fax the completed form to the PSP Central Reporting Unit at 314-457-4421 or mail to:

USDA PSP
P.O. Box 110639
Aurora, CO 80042

SECTION-BY-SECTION INSTRUCTIONS

GENERAL INFORMATION - SECTION 1

Enter name, address and contact information for the entity.

ORGANIZATIONAL STRUCTURE - SECTION 2

Provide information on the organization and ownership of the firm as well as businesses controlled by this firm.

SOC ACTIVITY (CLAUSE 1 BOND) - SECTION 3

Line 301: Enter the number of day's livestock sales were conducted by the market.

Line 302: Enter the total number of head for each category of livestock sold during the year on a commission basis by your market agency. Include livestock sold for individual officers, directors and separately registered partners (report livestock consigned by the market on line 303).

Line 303: Enter the number of head of livestock consigned by you (the market agency) to the market.

Line 304: For each category of livestock, enter the sum of lines 302 and 303 as the total number of head sold on commission.

Line 305: For each category of livestock, enter the gross value of livestock sold on commission.

Line 305: Enter the dollar value of livestock purchases for the calendar year quarter with the highest volume of livestock purchases during this reporting period for both dealer and BOC activity.

SECTION 4 – CLEAREE AND CLEAROR DESIGNATIONS

- Line 401: Check appropriate box indicating if others provide clearing services for you.
Line 402: If you checked “Yes” on line 401, enter name of clearing agent. If you checked “No”, skip lines 402-412 and go directly to Section 5.
Line 403: Check appropriate box indicating if you provide clearing services for others.
Line 404-411: List names of Clearees and gross dollar value of livestock purchased on lines 404-411, if you checked “Yes” on line 403. Attach additional sheet if necessary.
Line 412: Enter the sum of lines 405, 407, 409 and 411.

SECTION 5 – BALANCE SHEET

This section must be completed on this form. Include only the Assets, Liabilities and Net Worth of the reporting Entity.

All clearors and dealers whose line 301e plus 303e plus 412 totals is less than \$2.6 million may continue to Section 7, and do not need to complete Sections 5 and 6.

- Line 501: Enter the total of your firm’s cash on hand, total book balances of all bank accounts that were not in an overdraft position. Enter overdrafts on line 515.
Line 502: Enter the dollar value of any temporary cash investments (securities, CD’s, etc.). Include only those marketable securities that represent the investment of cash available for current operations and not otherwise pledged as security. Include cost or market value, whichever is lower.
Line 503: Enter the dollar amount of only those accounts receivable that are due in one year or less.
Line 504: Enter notes receivable and portions of installment notes that are due in one year or less, including those past due that are deemed likely to be collected.
Line 505: Enter the dollar value of livestock inventory that will be sold within the next 12 months.
Line 506: Enter the dollar value of all other inventory.
Line 507: Enter the sum of lines 505 through 506.
Line 508: Enter the dollar value of all other current assets.
Line 509: Enter the sum of lines 501, 502, 503, 504, 507 and 508.
Line 510: Enter the dollar amount of your firm’s investments.
Line 511: Enter the dollar value of the property, plant and equipment, net of accumulated depreciation and amortization, owned by your firm.
Line 512: Enter the dollar amount other long-term assets.
Line 513: Enter the sum of lines 510 through 512.
Line 514: Enter the sum of lines 509 and 513.
Line 515: Enter the bank overdraft amount as the overdraft on the firm’s books, not the overdraft shown on the bank statement.
Line 516: Enter the total dollar amount you owe for livestock.
Line 517: Enter the total dollar value amount that you owe for meat and all other items.

Line 518: Enter the sum of lines 516 and 517.

Line 519: Enter the total dollar value of demand notes and the principle portion of long-term notes that is due in one year or less.

Line 520: Enter the total dollar value of any other accounts payable that have not already been included on lines 515 through 519.

Line 521: Enter the sum of lines 515, 518, 519 and 520.

Line 522: Enter the total dollar value of notes, mortgages, bonds, and installments that are not payable within one year (past-due notes, etc. should be reported on line 519).

Line 523: Enter the sum of lines 521 and 522.

Line 524: Enter the firm's Total Net Worth (Equity).

Line 525: Enter the sum of lines 523 and 524 (this should equal line 514, Total Assets).

SECTION 6 – INCOME STATEMENT OF DEALER AND MARKET AGENCY BUYING ON COMMISSION

All clearors and dealers whose line 301e plus 303e plus 412 total is less than \$2.6 million may continue to Section 7, and do not need to complete Sections 5 and 6.

Line 601: Enter gross profit on dealer transactions.

Line 602: Enter gross income from buying on commission.

Line 603: Enter the dollar amount of all other income during the reporting period.

Line 604: Enter the sum of lines 601 through 603.

Line 605: Enter the dollar amount of all expenses incurred during the reporting period.

Line 606: Subtract line 605 from line 604; enter the difference as Net Profit or Loss.

SECTION 7 – CERTIFICATION

An owner, partner, officer or managing member in control of the entity must sign the report. Any owner, officer, partner, or officer signing the report must be listed on lines 203-207.

Line 701-705: Enter the date the report was signed, the title or authority of the person signing the report, phone number and signature as explained above.



U.S. Department of Agriculture
Grain Inspection,
Packers and Stockyards
Administration

For P&SP Use Only	P&SP Bar Code Only
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STATUS OF CUSTODIAL BANK ACCOUNT FOR SHIPPERS' PROCEEDS SPECIAL REPORT

Packers and
Stockyards
Program

Instructions: If an item's value is zero, enter "0". If an item does not apply, enter "NA". Upon completion please verify that all items have been answered. Return completed form to the appropriate P&SP regional office. See separate instructions for complete information about this report.

GENERAL INFORMATION - SECTION 1

101	Date of Report (mm/dd/yy)	
102	Legal Business Name	
103	Business Name (dba)	
104	Mailing Address	
105	City, State, Zip	
106	Physical Address	
107	City, State, Zip	
108	Contact Name	
109	Telephone Number	
110	Fax Number	

CUSTODIAL ACCOUNT INFORMATION - SECTION 2

201	Name of Bank	
202	Mailing Address	
203	City, State, Zip	
204	Telephone Number	
205	Bank Contact Name	

CUSTODIAL ACCOUNT DESIGNATION - SECTION 3

301	Designation or Title of Custodial Account on Bank Statement	
302	Designation or Title of Custodial Account on Checks Issued	

ANALYSIS OF CUSTODIAL BANK ACCOUNT FOR SHIPPERS' PROCEEDS - SECTION 4

Bank statement balance:	401	\$	
Deposits in transit (in mail or bank, but not on statement)	402	\$	
CD's and savings accounts designated as custodial funds	403	\$	
Proceeds on hand	404	\$	
Proceeds receivables (show details in Section 5 of this report)	405	\$	
Total debits			406 \$
Outstanding checks and drafts that have not cleared bank	407	\$	
Proceeds due consignors of livestock for which no checks were issued	408	\$	
Expense items related to sales remaining in account	409	\$	
Total credits			410 \$
Overage in account (debits exceed credits)			411 \$
Shortage in account (credits exceed debits)			412 \$

PROCEEDS RECEIVABLE - SECTION 5

**Proceeds Receivables* vary based on the livestock buyer. For most buyers when conducting the custodial analysis any uncollected funds during the time period including the analysis date and the 6 days before the analysis are proceeds receivables. For livestock purchases made by the market, its owner, officers, employers, and credit buyers the time period is limited to include only the analysis date and the previous business day.*

	Date of Sale	Name of Buyer	Amount of Proceeds Receivable
501			\$
502			\$
503			\$
504			\$
505			\$
506			\$
507			\$
508			\$
509			\$
510			\$
511			\$
512			\$
513			\$
514			\$
515			\$
516			\$
517			\$
518			\$
519			\$
520			\$
521			\$
522			\$
523			\$
524			\$
525			\$
526			\$
527			\$
528			\$
529			\$
530			\$
531			\$
532			\$
533	Total from Additional Pages (enter 0 if no other pages used)		\$
534	Total Proceeds Receivable (enter on line 405)		\$

CERTIFICATION - SECTION 6

Under the Packers and Stockyards Act any person who willfully makes, or causes any false entry or statement of fact in this report shall be deemed guilty of offense against the United States, and be subject to a fine of \$1,000 to \$5,000, or to imprisonment for a term of not more than 3 years, or to both fine and imprisonment.

I certify that this report has been prepared by me or under my direction, and to the best of my knowledge and belief correctly reflects reporting entity operations.

701 Print Name		702 Signature (Must be signed by an owner, partner, officer, or managing member)
703 Phone Number	704 Date	705 Title

Submitted information is confidential (9 CFR 201.96). Failure to report will result in forfeiture to the United States \$110 per day until report receipt 7 (U.S.C. 222). Response is required in order to determine establishment, maintenance and status of custodial account (9 CFR 201.97). According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, personal status, religion, sexual orientation, genetic information, political beliefs, aprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (800) 735-3680 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1499 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 735-4382 (TDD). USDA is an equal opportunity provider and employer.

**Instructions to Complete
Status of Custodial Bank Account for
Shipper's Proceeds Special Report
Form P&SP-7001**

As an individual, partnership, corporation, or association engaged in business as a market agency selling livestock on a commission basis, you are required to file a special report on P&SP Form 7001 as requested with the Packers and Stockyards Program.

You must file the form by the date shown in the letter notifying you to file the special report. You may be fined \$110 for each day the report remains delinquent. Mail the completed form to your states regional office as listed below.

For assistance in completing Form P&SP-7001, or additional copies of the form, please contact the P&SP regional office that serves your state. Forms and instruction are also on GIPSA's website at www.usda.gipsa.gov.

Provide information for each line on the form that was current at the date of analysis used to complete the form. If space provided for any item is not sufficient, attach additional pages containing the information and make reference to the line number on the form.

Packers and Stockyards Regional Offices, Contact Information, and States in Office

Eastern Regional Office	Midwestern Regional Office	Western Regional Office
75 Spring St., Suite 230 Atlanta, GA 30303-3308	210 Walnut St., Room 317 Des Moines, IA 50309-2110	3950 Lewiston St., Suite 200 Aurora, CO 80011-1556
Phone: 404-562-5840 Fax: 404-562-5848 PSPAtlantaGA.GIPSA@usda.gov	Phone: 515-323-2579 Fax: 515-323-2590 PSPDesMoinesIA.GIPSA@usda.gov	Phone: 303-375-4240 Fax: 303-371-4609 PSPDenverCO.GIPSA@usda.gov
AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, PA, PR, RI, SC, TN, VA, VT, WV	IA, IL, IN, KY, OH, MI, MO, MN, ND, NE, SD, WI	AK, AZ, CA, CO, HI, ID, KS, MT, NM, NV, OK, OR, TX, UT, WA, WY

SECTION-BY-SECTION INSTRUCTIONS

GENERAL INFORMATION - SECTION 1

Enter information identifying the firm and contact information for the firm in the spaces provided.

CUSTODIAL ACCOUNT INFORMATION – SECTION 2

Line 201-205: Enter name of bank where custodial bank account is maintained, address and contact information.

CUSTODIAL ACCOUNT DESIGNATION – SECTION 3

Line 301: Enter the name and account designation of the account as shown on the bank statement.

Line 302: Enter the name and account designation of the account as shown on the custodial account checks. A copy of a voided custodial account check may be submitted.

ANALYSIS OF CUSTODIAL BANK ACCOUNT FOR SHIPPERS' PROCEEDS – SECTION 4

Line 401: Enter the balance on the analysis date as shown on the bank statement.

Line 402: Enter the total dollar amount of any deposits sent to the bank by the statement date, but not yet posted to the account.

Line 403: Enter the balance as of the analysis date of certificates of deposits or saving accounts that are designated as custodial account. These accounts and certificates of deposit must be at the same bank that holds the custodial checking account.

Line 404: Enter the total dollar amount of cash and checks received from the sale of livestock that have not been deposited to the account as of the analysis date.

Line 405: Use the details sheet (section 5, page 2 of the form) to enter all proceeds receivable. Enter the total from line 534 on line 405.

Line 406: Enter the sum of lines 401 through 405.

Line 407: Enter the total dollar amount of checks issued from the custodial account that have not cleared as of the analysis date.

Line 408: Enter the total dollar amount of any livestock sales by the market agency which have not yet been paid.

Line 409: Enter the total dollar amount of unpaid expense items. Unpaid expense items are valid sale expenses deducted from the consignors' sales proceeds (for example, check off fees, health inspections, etc.). Exclude amounts due to the market for services such as commissions or yardage.

Line 410: Enter the sum of lines 407 through 409.

Line 411: Subtract the total credits from the total debits to calculate the custodial account total. If the amount is positive (zero or above), the account is in balance or has an overage.

Line 412: If the amount is negative (less than zero), there is a shortage in the accounts and the market must deposit funds into the account to bring it into balance.

PROCEEDS RECEIVABLE – SECTION 5

Line 501-533: All receivables from the sale of consigned livestock are classified as proceeds receivable on the day of sale and until the close of the 7th seventh day following the sale, except that after the close of the next business day after the sale, the following are no longer proceeds receivable: 1) Receivable due from buyers who were extended credit. 2) Receivables due from the market agency, its owners, officers, or employees.

Line 534: Enter the sum of lines 501-533.

CERTIFICATION - SECTION 6

An owner, partner, officer of a corporation or a managing member in control of the entity must sign the report.

Line 701-705: Enter the date the report was signed, the title or authority of the person signing the report, phone number and signature as explained above.