

PROCESSING SERVICES AGREEMENT

This Processing Services Agreement ("Agreement") is entered into between The Livestock Institute of Southern New England, Inc. ("Meatworks") and _____ ("Customer") (together, "Parties"). This Agreement is effective as of the date of the last signature below.

WHEREFORE, Meatworks is in the business of meat processing, including, but not limited to, slaughter, fabrication, and further processing and packaging of meat;

WHEREFORE Customer desires to hire Meatworks to process meat;

NOW, THEREFORE, in consideration of the mutual promises contained below the Parties agree as follows:

A. DEFINITIONS

1. "Governmental Authority" shall mean any federal, state, local, or foreign government or governmental, quasi-governmental, administrative or regulatory authority, agency, body, or entity, including any court or other tribunal.
2. "Meat" shall mean (a) any meat products, as opposed to livestock, brought to Meatworks by Customer for further fabrication, processing, packaging or repackaging or (b) meat from livestock slaughtered by Meatworks staged for processing and/or packaging or packaged.

B. DELIVERY AND SLAUGHTER OF LIVESTOCK

1. Customer shall back trucks and/or trailers up to the barn gate and close yard gates to prevent livestock from escaping. Trailers may be subject to inspection.
2. Customer acknowledges that Meatworks is not responsible or liable for any actions taken by USDA or other Governmental Authority including, but not limited to, actions regarding post-mortem carcass inspection such as carcass or partial carcass condemnation.
3. Customer acknowledges that Meatworks is not liable nor responsible financially or otherwise for livestock harmed or dead prior to time of stunning. Customer shall pay any costs or losses sustained by Meatworks that are caused by Customer's livestock. This includes, but is not limited to,

livestock arriving harmed or dead at Meatworks or livestock harming itself or other livestock. Said costs and losses shall include, but are not limited to, cost of removal or disposal of affected livestock, operational costs due to delays, and employee wages.

4. Customer shall be responsible for any animal delivered with a zoonotic disease. If Customer delivers an infected animal that affects other animals not owned by Customer, Customer shall pay all costs arising out of said infection. This includes, but is not limited to, disruption of Meatworks' operations including, but not limited to, disposal of livestock, employee wages, medical costs, facilities overhead costs, legal fees, and loss of packaging or other materials. The length of time of any disruption of operations is understood to mean the period from the identification of the zoonotic disease to the restarting of normal processing activities.
5. After livestock slaughter, Customer grants Meatworks ownership of all offal, variety meats, by-products, and other products that pass USDA inspection and that is not requested by the Customer on the transaction's Cutting Instruction Sheet.

C. SHIPPING, RECEIVING, PROCESSING, and PACKING OF MEAT

1. Meatworks shall to its best ability process and package meat to Customer's specifications. Customer acknowledges that Meatworks' processing and packaging of meat may be limited by factors outside its control which include, but are not limited to, standard packaging equipment settings, standard packaging materials, timing of other order demands, size of the hanging animal, and Governmental Authority action.
2. Customer acknowledges that Meatworks reserves the right to make cutting decisions at the butcher's discretion based on the size of the animal, the species, desired finished product, and other relevant factors at the time of cutting without notification to Customer.
3. Customer acknowledges that Meatworks is not responsible or liable for any quality defects in meat products other than those related to chemical, physical, or biological hazards as controlled by Hazard Analysis and Critical Control Points (HACCP).

4. If Customer provides meat for processing, as opposed to livestock, Customer shall provide meat that meets Meatworks' quality specifications as defined by Meatworks' Receiving, Refrigeration and Storage Standard Operating Procedure (SOP) and Rework Requirements SOP, according to the type of product to be produced. Quality specifications are defined by Meatworks. If Customer delivers raw materials to Meatworks that are later discovered to be of an unsuitable quality, Customer shall pay processing expenses and meat costs. This may include, but is not limited to, processing costs, handling and disposal by Meatworks, and reimbursement for other meat contaminated by the unsuitable meat. Customer shall also provide a Certificate of Analysis (COA) for such meat, as required. Customer acknowledges that any such meat is subject to inspection by USDA and Customer assumes the sole risk of condemnation by USDA.
5. Customer acknowledges that once the product leaves Meatworks, Meatworks is not responsible or liable for the safety or quality of the product which includes, but is not limited to, improper storage, handling, or display.
6. If any meat belonging to Customer is rendered unwholesome, Meatworks shall only be liable to Customer for the replacement cost of the meat.
7. Customer acknowledges that hang time in the aging process will vary based on a number of factors including, but not limited to, the season, cutting instructions, species, or specific carcass conditions.
8. Customer acknowledges that the finished product weight yields will vary based on a number of factors including, but not limited to, season, cutting instructions, species, or specific carcass conditions.
9. Prior to removing its finished product from Meatworks, Customer shall verify all product. If there are any questions or concerns about the final product, Customer shall bring this to Meatworks' attention before the product exits the Meatworks facility. Customer shall be responsible for all product once product has left the Meatworks facility.
10. Customer shall pick up finished product within the time frame agreed and as outlined on the Meatworks fee sheet. Customer shall pay Meatworks daily storage fees for any finished product that is not picked up by the agreed

upon date. If finished product remains at Meatworks for more than sixty days, said finished product ownership shall transfer to Meatworks at no cost to Meatworks.

D. LABELING AND PACKAGING OF MEAT PRODUCT

1. Customer shall pay all expenses associated with the development of labels, including USDA label approving for any special claims or other formatting and any special packaging.
2. Meatworks may charge Customer for storage of inventory, including, but not limited to, management fees, organization, set up, and maintenance.
3. Meatworks may dispose of Customer's labels and/or special packaging materials after six months from the last date of production for Customer.
4. Meatworks is not liable for misprinted or poorly printed labels. If re-labelling is requested by Customer, Customer is responsible for any operational costs incurred by Meatworks associated with this activity.

E. INSURANCE. Upon Meatworks' request, Customer shall provide Meatworks with proof of liability insurance either by supplying a certificate or a copy of their policy and shall notify Meatworks in writing of any changes in liability insurance coverage within 10 business days of change effective date.

F. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Meatworks and its directors, officers, employees, agents or assigns (Meatworks Parties) from and against all liabilities, claims, damages, fines, losses and expenses, including, but not limited to, court costs and reasonable attorneys' fees (collectively, Damages) of a Governmental Authority or any third party not related to Meatworks. If Customer does not assume the defense, Meatworks retains the right to employ lawyers and to control any such action, and the reasonable fees and expenses of such lawyers shall be at the expense of Customer. Except with Meatworks' prior written consent, the Customer shall not (a) admit wrongdoing, fault or liability of Meatworks, (b) consent to any injunction or similar relief binding Meatworks (c) enter any settlement that provides any relief other than monetary damages that Customer pays in full, or (d) enter any settlement that fails to unconditionally release Meatworks in full.

- G. CHOICE OF LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Meatworks and Customer irrevocably submit to the exclusive jurisdiction and venue of the state or federal courts in the State of Massachusetts for any legal action arising from or connected with this Agreement.
- H. COMPLETE AND CONTINUING AGREEMENT. The Parties represent and warrant that this Agreement is complete, continuing and controlling as long as service is requested and until obligations are performed by the Parties. This Agreement supersedes any other agreement previously entered between the Parties.

MEATWORKS

CUSTOMER

BY:

BY:

Date:_____

Date:_____