



*Kolb's Dairy Sales, LLC*

*We Have Something To Suit Everyone!*

*Professionally Licensed & Bonded | Organic Certified | Over 100 Years in Business*

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## ***SERVICES AGREEMENT***

*This SALES REFERRAL AGREEMENT (this “Agreement”) is entered into and effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between:*

*Seller/Buyer Name:* \_\_\_\_\_

*Business/Company Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Phone Number:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Bank Name:* \_\_\_\_\_

*Bank Address:* \_\_\_\_\_

*Account Number:* \_\_\_\_\_

*ABA Routing Number:* \_\_\_\_\_

*and*

*Kolb’s Dairy Sales, LLC*

*Owner/Operator: Matthew Kolb*

*Address: 6573 Hollow Dr, East Petersburg, PA 17520*

*Phone: 717-203-8055*

*Email: [kolbsdairysales@gmail.com](mailto:kolbsdairysales@gmail.com)*

*Wiring Information:*

*PNC Bank, 500 First Ave, Pittsburgh, PA 15219*

*Bank Contact: Susan Lopez – 717-569-4507*

*ABA Routing #: 043000096*

*Account #: 5012257412*

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## **1. DEFINITIONS**

- **“Referrer”** - any individual or entity referring business to Kolb's Dairy Sales, LLC.
- **“Client”** - any buyer or seller of cattle introduced through Kolb's Dairy Sales, LLC.
- **“Effective Date”** – the date the agreement is signed by both parties.
- **“Transaction”** – any cattle sale, purchase, or deal initiated or completed through Kolb’s Dairy Sales, LLC.
- **“Commission”** – the fee structure owed per head or per transaction as defined by Kolb’s Dairy Sales, LLC.

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## **2. REFERRAL SERVICES**

### **2.1 Kolb Services**

*Kolb offers dairy cattle sales and marketing services for which certain Broker or Client contacts may have a need.*

### **2.2 Non-exclusive Relationship**

*This Agreement applies only to formally registered buying/selling opportunities. This is a non-exclusive relationship.*

### **2.3 Registered Opportunities**

*Each new opportunity to work with Kolb’s Dairy Sales, LLC as a referral shall be acknowledged through written communication or registration.*

### **2.4 Authority Limitations**

*Referrers or brokers shall not bind or represent Kolb’s Dairy Sales, LLC unless authorized in writing.*

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### **3. COMMISSION & EXPENSES**

#### **3.1 Commission Structure**

*Kolb's Dairy Sales, LLC operates on a commission. The commission rate is added on a per head basis, which is added on top of the seller's asking price. Payment will be made in full via wire transfer directly to Kolb's Dairy Sales, LLC. If a down-payment is used, 20% of the total amount owed will be sent. Under no circumstances shall any cattle leave the Seller's premises until full payment has been received and confirmed by Kolb's Dairy Sales, LLC.*

#### **3.2 Broker Referral Fee (If Applicable)**

*In the event a Broker is referring business to Kolb's Dairy Sales, LLC, the referral fee percentage will be: \_\_\_\_\_% of Broker Generated Revenue for a new customer, up to a maximum of 2 years.*

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### **4. TERMS OF SALE**

#### **Specifications:**

No.	Description	QTY	Price Per Head	Price
1.				
2.				
			<b>Total Price</b>	

*All sales must be conducted exclusively through Kolb's Dairy Sales, LLC. Any direct negotiation, purchase, or sale between parties introduced by Kolb's Dairy Sales, LLC without Kolb's involvement is strictly prohibited and constitutes a breach of this Agreement.*

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## **5. SERVICE TIMELINE & GUARANTEES**

***Kolb's Dairy Sales, LLC commits to:***

- *60-day minimum sourcing or sale period to ensure optimal results.*
  - *On-site inspections, evaluations, photo/video documentation, and record collection (breeding, health, production, etc).*
  - *Marketing via social media network and direct outreach to qualified buyers/sellers nationwide.*
  - *Referrals to reliable, biosecure trucking services experienced in dairy cattle transport.*
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## **6. CATTLE ACCEPTANCE POLICY**

***Kolb's Dairy Sales, LLC does not accept cattle that are: (Per Industry Standard)***

- *3-Quartered*
  - *Lame or Injured*
  - *Visibly Defective*
  - *High SCC (Somatic Cell Count)*
  - *Recently Out-in-Days or Not Confirmed Pregnant*  
*\*Exceptions require buyer's written consent.\**
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## **7. BUYER & SELLER RESPONSIBILITIES**

### **SELLER RESPONSIBILITIES:**

- Seller will include the following documents/materials during the deal process
  - Vaccination history/Animal health history
  - Provide accurate herd information (production, breeding, due dates, etc)
- Seller will keep constant communication and provide any updates if necessary
- Seller will work with a licensed veterinarian to ensure all cattle will meet the current health requirements for transportation and cover all associated costs.
- Seller is responsible for the health/welfare of livestock before being loaded.
- Seller agrees to provide only animals matching the descriptions approved and agreed to by Kolb's Dairy Sales, LLC and/or the Buyer. Substitution or misrepresentation is a material breach and may result in cancellation of the sale, legal action, including recovery of any commissions, marketing costs, and damages, if not immediately corrected by the Seller.

### **BUYER RESPONSIBILITIES:**

- Buyer will pay in full via wire transfer to Kolb's Dairy Sales, LLC for all livestock before being loaded at the Seller's facility/farm.
- Buyer is responsible for unloading animals at their destination once trucks arrive.
- Buyer is responsible for the health/welfare of livestock after unloading.
- Buyer is responsible for all transportation costs.
- Buyer waives the right to reject animals upon delivery unless a written and documented discrepancy is reported during the unloading process. Failure to report immediately constitutes acceptance.

**7.1 Payment Enforcement:** *Final payment is due within three (3) business days of invoice issuance. Failure to pay within this timeframe shall constitute a material breach of this Agreement, granting Kolb's Dairy Sales, LLC the right to pursue all remedies outlined in Section 8, including recovery of legal costs and liquidated damages.*

**7.2 Indemnification:** *Buyer and Seller shall indemnify, defend, and hold harmless Kolb's Dairy Sales, LLC and its affiliates from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach of this Agreement or any negligent or willful act or omission by the Buyer or Seller.*

### **7.3 Limitation of Liability for Seller Representations**

*Kolb's Dairy Sales, LLC acts solely as a broker and makes no independent representations or warranties regarding the health, production, breeding status, or condition of cattle listed or sold. All information is provided by the Seller and is the Seller's sole responsibility. Kolb's Dairy Sales, LLC shall not be held liable for any loss, damages, or disputes arising from inaccurate, false, or misleading information provided by the Seller. Kolb's Dairy Sales, LLC is not responsible for any changes in animal condition, performance, health status, or fertility that occur after the livestock are delivered and under the buyer's care. Any claims related to animal condition must be made in writing during the unloading process. Beyond that time, all risk, responsibility, and liability transfers fully to the buyer.*

***Buyers are encouraged to verify all representations and arrange inspection times with Kolb's Dairy Sales, LLC prior to purchase.***

***7.4 Cattle Loss or Injury During Transport:*** *Kolb's Dairy Sales, LLC shall not be liable for any injury, death, or loss of cattle during or after transportation. All risk during transit is assumed by the transport company.*

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## **8. BREACH OF AGREEMENT**

***8.1*** *All sales initiated or facilitated through Kolb's Dairy Sales, LLC must be completed through Kolb's Dairy Sales, LLC. Circumventing Kolb's involvement by completing a transaction directly with the buyer or seller introduced by Kolb's Dairy constitutes a material breach of this Agreement.*

***Any party that circumvents Kolb's Dairy Sales, LLC after signing this agreement will be required to:***

- *Pay all promotional/advertising, traveling, and other incurred expenses*
- *Pay the full commission owed for all cattle sold or sourced*

*In the event of a breach of this Agreement, including but not limited to circumvention or failure to pay owed commissions, the breaching party agrees to pay liquidated damages equal to **three (3) times the full commission amount owed**, plus all costs, legal fees, and court expenses incurred by Kolb's Dairy Sales, LLC in enforcing this Agreement.*

**8.2 Non-Circumvention Clause:** Buyer and/or Seller expressly agree that if they initiate contact with, solicit, or conduct business involving the sale or purchase of cattle with any client, customer, or third party introduced by Kolb's Dairy Sales, LLC — directly or indirectly — they are obligated to pay Kolb's Dairy Sales, LLC full commission.

*This obligation shall extend for a period of **five (5) years** from the date of first introduction by Kolb's Dairy Sales, LLC and shall apply to any future transactions directly or indirectly related to the original introduction. This provision shall survive termination and be binding and enforceable without exception.*

*Failure to comply constitutes a material breach and entitles Kolb's Dairy Sales, LLC to all available remedies including injunctive relief, recovery of commissions, legal fees, and court costs.*

**8.3 Third-Party Interference:** No third party shall interfere with, solicit, or attempt to circumvent this Agreement in any capacity. This includes brokers, agents, buyers, sellers, or any representatives acting on behalf of either party. Any third party that knowingly assists in a breach of this Agreement shall be held jointly and severally liable for all resulting damages, commissions, and legal expenses.

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## **9. FORCE MAJEURE**

*Neither party shall be liable for delays or failure in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, pandemics, government regulations, or labor disputes.*

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## **10. CONFIDENTIALITY**

*The Buyer and Seller agree to maintain confidentiality of all proprietary business information, client lists, pricing, or other confidential materials disclosed during the term of this Agreement.*

## **11. DISPUTE RESOLUTION & LEGAL**

*All disputes, claims, or controversies arising under or in connection with this Agreement shall be resolved through **binding arbitration** conducted in Lancaster County, Pennsylvania, under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.*

*The prevailing party in any arbitration or legal proceeding shall be entitled to recover all reasonable attorney's fees, court costs, and other litigation expenses.*

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## **12. FINAL SALES & REFUND POLICY**

*All sales are final upon payment. Cattle are sold as-is. Refunds are granted only at the sole discretion of Kolb's Dairy Sales, LLC under limited and approved circumstances. No refunds, adjustments, or liability shall be granted based on animal health, condition, or production once the livestock have been received and placed under buyer care. All sales are final.*

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## **13. TERM & TERMINATION**

**13.1 Term:** *This Agreement remains in effect for 60 days from the Effective Date or until a transaction is completed, whichever is later, unless terminated earlier by either party with 24-hour written notice.*

**13.2 Termination for Convenience:** *Either party may terminate with written notice.*

**13.3 Post-Termination:** *Any referral fees earned before termination shall still be honored.*

**13.4 Cause For Delay:** *Any party that causes unreasonable delay in execution of the sale, fails to respond within 3 business days of confirmed agreement, responding to communications, delivering documents, or facilitating transactions may be deemed in breach and held liable for lost commission or damages.*

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## **14. ELECTRONIC SIGNATURES**

**14.1 Electronic Signature:** *This Agreement may be executed and delivered via electronic signature, which shall have the same legal effect as an original signature.*

**14.2 Digital Communications:** *All written communication, including text messages and emails, shall be deemed valid and binding as part of this Agreement when confirming deal terms, cattle availability, pricing, or scheduling.*

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## **15. BINDING AGREEMENT**

*This Agreement shall be binding upon Recipient and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Recipient or controlled by Recipient and shall inure to the benefit of Company and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Company or controlled by Company.*

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## **DISCLAIMER**

*This Services Agreement and its addendum are for general business use. Each party is advised to seek independent legal counsel before signing. Kolb's Dairy Sales, LLC disclaims any liability arising from the use or misinterpretation of this document.*

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## **SIGNATURES**

**Personal Guarantee:** *The individual signing this Agreement on behalf of the Buyer/Seller hereby personally guarantees full performance of all obligations outlined herein, including but not limited to financial payments, indemnifications, and non-circumvention terms.*

***IN WITNESS WHEREOF, the undersigned duly authorized representatives of each party execute this Agreement effective as of the Effective Date. By signing below, the Buyer/Seller affirms that they are the legal owner of the cattle or are fully authorized to execute this Agreement and transact on behalf of the party they represent.***

***Buyer/Seller Signature:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Print Name:*** \_\_\_\_\_

***Kolb's Dairy Sales, LLC Signature:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Print Name: Matthew Kolb (Owner/CEO)***

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***Thank you for choosing Kolb's Dairy Sales, LLC!***