

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**

**1 PRINCIPAL NAME AND ADDRESS**

**2 TRUSTEE NAME AND ADDRESS**

3a AMOUNT OF BOND (SPELL OUT DOLLAR AMOUNT)	3b DOLLAR AMOUNT  \$
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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 <b>SELLS</b> 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 <b>BUYS</b> 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 <b>CLEAR</b> 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 "clearees," including:  _____  _____  _____  or if Principal's clearees shall (1) pay when due to the person or persons entitled thereto the purchase price of all livestock purchased by Principal's clearees 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 clearees for the purpose of paying for livestock purchased for the accounts of others,
Applicable if Principal <b>BUYS</b> 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:

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

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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.

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7 DATE EFFECTIVE: \_\_\_\_\_

8a SIGNATURE OF TRUSTEE	8b SIGNATURE OF PRINCIPAL
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**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**

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9 NAME OF BANK OR OTHER DEPOSITORY

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10 ACCOUNT OR SECURITY(IES) IDENTIFICATION AND NUMBER

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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.

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**11 DEPOSITORY BY (TITLE)**

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**12 (Authorized signature)**

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