State of Colorado

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Phone: (303) 294-0895
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STATE BOARD OF STOCK INSPECTION COMMISSIONERS
COLORADO DEPARTMENT OF AGRICULTURE
BRAND INSPECTION DIVISION
4701 MARION STREET, SUITE 201
DENVER, CO 80216-2139
www.colorado.gov/ag/brands

Dear brand owner or lessee:

The enclosed lease agreement form must be completed any time a Colorado brand is leased to another party. The fee to record a lease agreement is $50.00 per agreement and must be recorded with this office. The term of the brand lease may begin on January 1, 2012 (or the current date) and the lease agreement will automatically terminate on December 31, 2016 or an earlier date if specified in the lease agreement. The 2012 assessment fee must be current and paid on the brand.

Please complete and sign the lease of livestock brand deed enclosed and return to this office along with the fee.

Recorded to (Lessor) - Print the names of the current owner(s) of this brand on the first line.

Lessee name(s) - Print the names of each lessee exactly as you wish the brand to be leased. If you put "and" between the lessee's names, all names must be included on the proceeds check for livestock sold. If "or" is indicated between the lessee's names, the brand may be used separately by each lessee if desired. This office will require a certificate of good standing for any lessee that is a Limited Liability Company, corporation or partnership. Signatures for the LLC or corporation must be completed properly – see reverse side for further instructions.

Mailing address, city, state and zip code - Please print the complete mailing address where you wish the certified lease agreement to be mailed for this brand.

Physical address, city, state and zip code - Please print the physical address where this brand will be used on livestock if it varies from the mailing address. If there are several different physical addresses, please put the "headquarters" address. A physical address and contact numbers will aid the brand inspectors and law enforcement in locating livestock owners in the case of missing livestock or emergencies.

Phone number(s) - You may include as many phone numbers as you wish. This information is optional.

Email address - This information is optional and not required to lease this brand. Email addresses may be used to contact lessee(s) at certain times possibly during the next renewal period for leases. Please try to limit to two email addresses per brand. Please print legibly.

County of range - Please list the county or counties where this brand will be used in Colorado.

Species - Please indicate if this brand is currently recorded for bovine/equine or ovine/caprine.

Placement of brand – Please indicate which side of the livestock this leased brand will be used on. The lessor may restrict the placement of this brand to a certain location on the animal.

Term of the lease agreement – Please indicate a beginning date and an ending date for the term of this lease agreement. Please note: All lease agreements will automatically end on December 31, 2016, or an earlier date if specified on this line.

Conditions of the lease agreement – The lessor(s) may restrict the use of this leased brand to a certain number of head of livestock, to a certain species, etc. Please list all restrictions on this line.

Brand Drawing – Please draw the brand in the box indicated exactly as the brand is currently on record. The brand must be applied to the animal exactly as the brand is recorded in this office.

Earmarks - Please fill in the earmarks if you wish to use them with your leased brand.

Use of brand – Please mark one of the boxes to indicate if the brand is going to be used solely by the lessee or if the brand may also be used by the lessor.

Lessor signature(s) – All recorded owner(s) of this brand must sign the deed as lessor(s) of this brand. **All lessor signatures must be notarized properly in the notary box provided on the deed.** All owners must sign the lease deed exactly as their name(s) appear on the brand recording. The back of the form may be used for additional signatures or for additional notary space. If the brand is currently recorded to a Limited Liability Company, corporation, partnership or ranch name, this office will require the signature of the managing member/manager of the Limited Liability Company, and the president or vice president of the corporation. The signer must sign in his/her representative capacity. **For example: "XYZ, LLC By: (signer)" or "XYZ, Inc By: (signer)".** Please check with this office if you have any questions concerning who may sign for the Limited Liability Company, corporation, partnership or ranch.

If any of the recorded owner(s) of this brand is deceased, please check with this office to determine if the brand is recorded as joint tenants or tenants in common. This office will advise you of the documents required to be submitted in order to process this lease agreement.

Lessee signature(s) – All lessee(s) listed at the top of the deed must sign the deed. The back of the form may be used for additional signatures. The lessee signatures do not need to be notarized.

Limited Liability Company, corporation, partnership or trust, etc- If the brand is to be leased to a Limited Liability Company, corporation, partnership or ranch name or a trust the following is required to be submitted along with the lease agreement.

- Limited Liability Company or corporation: This office will require **certification** of filing from the Secretary of State's office. Certification will consist of a certificate of good standing, a certificate of existence, a certified copy of the articles of incorporation or articles of organization. This office will require the signature of the managing member/manager of the Limited Liability Company, and the president or vice president of the corporation. The signer must sign in his/her representative capacity. **For example: "XYZ, LLC By: (signer)" or "XYZ, Inc By: (signer)".**
  If the ranch or company is not filed with the Secretary of State's office, this office will require the brand to be leased to the individual's name(s) "doing business as" the ranch or company name. This does allow the lessee to sell livestock under the ranch or company name but the lease of the brand is under the individual name(s).
- Partnership: This office will require a copy of the partnership agreement showing the name of the partnership along with the members of the partnership. This office will require the signature of the general partner.
- Trust: This office will require a copy of the trust agreement showing the name of the trust and the trustees or a copy of the trust affidavit. This office will require the signatures of the trustees.

Please complete the deed between the double lines only. All other areas are to be completed by the brand office.

Upon receipt of the completed, signed and notarized lease deed, this office will process and record the lease agreement and return a certified copy of the lease deed to the lessee. The lessee must present the certified copy to the brand inspector each time livestock is sold or transported. The 2012 assessment fee must be paid and current for the brand before this lease agreement may be processed.

Please make your check or money order payable to STATE BOARD OF STOCK INSPECTION COMMISSIONERS. If you have any questions, please contact this office at 303.294.0895 or cara.wells@state.co.us. Thank you.

Sincerely,

BRAND INSPECTION DIVISION

Cara Wells
Office Manager

COLORADO DEPARTMENT OF AGRICULTURE
BRAND INSPECTION DIVISION
4701 MARION STREET, SUITE 201
DENVER CO 80216-2139
PHONE 303-294-0895 FAX 303-294-0918
www.colorado.gov/ag/brands

Form LS-1 (Revised 7/2008)
Fee $50.00

Receipt Number: _____

Brand Number: _____

LEASE OF LIVESTOCK BRAND

This brand being duly recorded to: _____(Lessor) is hereby leased to:

Lessee Name(s): _____

_____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Phone Number(s): _____

Email Address: _____

County of range: _____

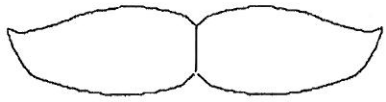
☐ bovine/equine brand ☐ ovine/caprine brand Lease will be valid through 12/31/2016 or earlier as specified below.

This brand is to be used on the _____ left or _____ right side of livestock only.

The term of this lease agreement begins on _____and the term ends on _____.

If the use of this brand is to be limited to certain species, types or numbers of livestock please specify below:

_____

BRAND	EARMARKS
	 RIGHT LEFT

Brand must be applied to the animal exactly as drawn above.

Please mark one:

☐ Lessee has sole use of this brand

☐ Lessor retains the right to use this brand

_____ _____
Signature of lessor Additional signature(s) of lessor(s)

State of: _____
County of: _____
My commission expires: _____

Notary Seal

The foregoing instrument was acknowledged before me
this _____ day of _____, _____
by _____
List name(s) of lessors acknowledged
Witness my hand and official seal

_____
Signature of Notary Public

_____ _____
Signature of lessee Additional signature(s) of lessee(s)

Please complete between the double lines only. Reverse side may be used for additional notarized signatures and if additional notary space is needed.

Recorded at the State Board of Stock Inspection Commissioners, on _____

in Brand Deed Book _____, Page(s) _____.

_____
Brand Commissioner

A certificate of good standing is required for a company, corporation, etc. Please refer to the instruction sheet.

A certified copy will be mailed to the lessee. This certified copy must be presented to the brand inspector when livestock is sold or transported.