

# BullPEN Listing Agreement

BullPEN, LLC ("BullPEN") is authorized by \_\_\_\_\_ ("Breeder", each a "Party", and together with BullPEN, the "Parties") pursuant to this Listing Agreement (this "Agreement") to insert and publish Breeder's information, as described below, in the BullPEN mobile application (the "App"). The Parties further agree as follows:

## Send Bull Information

Email [glenda.bullpen@gmail.com](mailto:glenda.bullpen@gmail.com) in an Excel spreadsheet: (a) **all bull EPD** information recognized by the applicable breed association and corresponding **registration number, lot number** (if no lot animal ID or tattoo will be used), **birth date**, and **horn** status and **color** (if applicable); and (b) at the discretion of Breeder, information including, but not limited to, **birth weight, adj WW, adj YW, ratios, comments, scrotal measurements, sire and dam name**, and Red Angus and Simmental **breed category/type and composition** (collectively, with all other information shared herein, "**Listing Information**").

Breeder understands that its appearances in search results may be limited if any portion of the Listing Information is not sent. BullPEN will publish the Listing Information and any updates to such information within five (5) business days of receiving such information from Breeder. Breeder may retain the handle granted by BullPEN for repeated use for up to fifteen (15) months and BullPEN only guarantees use of the handle during that period. BullPEN reserves all rights to the handle with respect to its use on the App.

## Breeder Listing Information

Handle: _____					
Ranch Name: _____		Phone: _____			
Ranch Address: _____					
		Address	City	State	Zip
Email: _____		Website: _____			
Sale Location: _____		Date/Time: _____			
Sale Address: _____					
		Address or Lat & Long	City	State	Zip
Online Bidding: _____					
Online Video: _____					

## Private Treaty Contact Options

How should BullPEN contact Breeder regarding weekly  
 Email: \_\_\_\_\_ Text: \_\_\_\_\_  
 Breeder Will Notify BullPEN: \_\_\_\_\_

## Social Media

May BullPEN share Breeder's Listing Information on BullPEN social  
 Yes \_\_\_\_\_ No \_\_\_\_\_

## Breeder Billing Information

Name: _____		Phone: _____			
Address: _____					
		Address	City	State	Zip
Email: _____					

## Term & Payment

Starting Date: \_\_\_\_\_ End Date: \_\_\_\_\_

	x	\$1.00		\$0.00	
Number of Head		Price Per Head		\$0.00	
	x	\$15	\$0	Total Amount Due	
# of EPD Updates		Price/Update			

Please send payment to:

BullPEN, LLC  
 13039 Burgess Lane  
 Ashby, NE 69333

General Updates are free and include changes in sale outs, actual scrotal measurements, and any basic changes to sale details. By the Breeder opting in to the EPD Information Update above, BullPEN will update such information in the App for fifteen dollars (\$15) per update.

## Removing Bulls from the App

Breeder agrees to promptly notify BullPEN when bulls listed in the App are no longer available. Breeder understands that: (i) bulls no longer available will be removed by BullPEN from the App following the conclusion of the sale or within one (1) week of being notified by Breeder; and (ii) if Breeder does not maintain up-to-date information about bull availability, BullPEN may, at its sole discretion, remove the Listing Information from the App upon three (3) business days' prior written notice.

The Parties have read and understand the terms and provisions above and the General Terms & Expectations (on back) of this Agreement and agree to be bound by such.

BullPEN Member	Date	Breeder Authorized Representative	Date
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## General Terms & Expectations

**A. License.** Breeder understands and agrees that by sharing the Listing Information, Breeder grants to BullPEN a license to print, copy, distribute, publicly display, and modify the Listing Information.

**B. Listing Information Changes.** If Breeder wishes to change any of the Listing Information, Breeder will notify BullPEN. Breeder understands that if any of the Listing Information is inaccurate at the time of listing, BullPEN reserves the right, in its reasonable discretion, to remove the Listing Information upon three (3) business days' prior written notice to Breeder notifying it of the inaccuracies.

**C. Listing Information Rights.** BullPEN reserves the right to reject, alter, or refuse any of the Listing Information in its sole discretion or disapprove any of the Listing Information in accordance with any rules BullPEN may now have or may adopt in the future.

**D. Breeder Representations & Warranties.** Breeder represents and warrants that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) its performance of this Agreement will not violate any contracts with third parties; (iii) the Listing Information is accurate and complies with BullPEN's advertising standards; (iv) all of the Listing Information submitted does not contain any computer viruses or other damaging code; (v) it holds the necessary rights to permit the use of the Listing Information by BullPEN for the purposes of this Agreement; and (vi) the use, reproduction, distribution, or transmission of the Listing Information will not violate any laws, rules, or regulations or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary or property right, false advertising, unfair competition, defamation, or any other right of any person or entity. Breeder further agrees to indemnify and hold harmless BullPEN from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by BullPEN arising out of or related to Breeder's breach of any of these representations and warranties.

**E. Result Order Request.** For the avoidance of doubt, any specification or order by Breeder for the appearance or nonappearance in any particular search result in the App will be treated as a request only and will not be binding on BullPEN. If BullPEN grants such request, Breeder will pay all additional charges as determined by the Parties.

**F. Term.** Breeder agrees that the Listing Information will be published in the App until the date of the sale or, in the event a listed bull does not sell, for a period not to exceed ninety (90) days ("Term"). In the event Breeder's bulls remain available after the Term expires, Breeder understands that it may elect to relist the Listing Information with BullPEN, but that such relisting may result in the execution of another agreement or additional fee.

**G. Refunds.** Breeder understands that BullPEN will not refund any payment made due to: (i) early termination by Breeder before the sale; or (ii) early termination by BullPEN due to Breeder's breach of this Agreement. If the App crashes or otherwise fails, BullPEN will use commercially reasonable efforts to fix the App within five (5) business days. If the App is not fixed within the aforementioned period, BullPEN will issue a refund in an amount equal to the number of bulls then listed by Breeder on the App at the per head rate earlier described in this Agreement.

**H. Logo Use.** BullPEN permits Breeder to use and display the BullPEN logo in connection with Breeder's advertising. Breeder's use of the BullPEN logo shall be limited to the style and format of the logo as represented in the downloadable materials provided at <https://getpenned.com/list/>.

**I. Sale of Information to a Third Party.** BullPEN will not sell the Listing Information to third parties.

**J. Liability & Damages.** BullPEN will not be liable for any errors in the Listing Information published in the App. Breeder's sole remedy for errors in the Listing Information is to require BullPEN to correct the error within three (3) business days of receiving written notice of the error from Breeder. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, except for the obligation to pay, if such delay or failure is caused by a force totally beyond such Party's control, including, but not limited to, war, embargoes, strikes, civil strife, fires, floods, acts of God, governmental restrictions, lockouts, and power or communication line failures. BullPEN will not be liable for any damages, including incidental or consequential damages, caused by downtime of the App.

**K. Entire Agreement & Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes any other communications or agreements between the Parties regarding the subject matter of this Agreement. All amendments to this Agreement must be written and signed by both Parties. If any provision of this Agreement is adjudicated invalid or against public policy by a court of competent jurisdiction, it is specifically intended that every provision not so invalidated will remain in full force and effect.

**L. Governing Law.** This Agreement is made and entered into in the State of Nebraska and will be governed by the laws of such state.

**M. Notices.** Written notices will be effective when sent via email to the Party as described in this Agreement.