

Herd share agreement

This herd share agreement made and entered into this ____day of _____, by and between _____, hereinafter designated as Owner, and Brown Creek Creamery LLC., hereinafter designated "Agister."

WITNESSETH

Whereas, for purposes of this agreement, The Owner wishes to have his share of the cow herd boarded and milked by the Agister.

The price of joining to the Owner is **\$50** and this buys ownership into the herd. It is a non-refundable, yearly cost of ownership. The price per share for labor of milking one gallon of the Owner's milk from the herd, is currently set at **\$6 and picked up at the farm**. There is a limit of four shares a week per buy in.

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

I. Agister agrees that:

- A. Agister will feed, water, and care for the herd of cows in accordance with good barn management practice.
- B. Agister will milk the herd daily, and will keep the milk clean, fresh, and will refrigerate promptly.
- C. Any other services to be performed must be agreed upon in writing.

II. Owner agrees that:

A. Owner will pay their portion for Agister's labor of milking the herd on the first day of each quarter in advance. If Owner misses a quarterly payment, Owner will then forfeit it's right to Ownership and be placed on a waiting list to buy back in, if Owner chooses to do so. Agister shall have the right on January 1 and July 1 of each year to increase the fee for the remainder of the term to reflect additional costs to it such as an increase in feed prices, electricity costs and the like.

B. Owner will be at the farm to pick up milk in a prompt and timely fashion, or send a representative to pick it up for them. If Owner or Owners representative does not appear, their milk is forfeit for that week, unless other arrangements have been made.

C. Neither Agister, his employees, officers, or agents shall be liable for any disease, accident, injury or death of cows in the herd, from any cause whatsoever; neither shall they be liable for any injury or damage to person, animal, or property caused by the cows in the herd, Owner, from any cause whatsoever. Owner agrees to indemnify the Agister and his officers, employees, and agents against any claim for any damages to any person, animal or property caused by the cows in the herd, or Owner.

D. Owner enters the premises of Agister's farm solely at his own risk; Agister shall bear no liability to Owner or damage to Owners property.

III. Owner and Agister mutually agree that:

A. The term of this contract is one year from the date hereof, which contract shall be automatically renewed indefinitely subject to the notice provisions herein, until Owner or Agister shall give notice of cancellation.

B. Owner hereby relinquishes all control of veterinarian services to the Agister. Owner has no control over what cows are fed, when the cows are vetted, vaccinated, bred, dried off, and also has no control over or ownership of offspring. All control of the herd is relinquished to the Agister.

C. Notwithstanding II C. above, Owner shall not be liable for damage to Agister's property caused by any member of the herd.

D. In the event either party takes action to enforce any of the terms or conditions of this agreement, it is specifically agreed that the prevailing parties incurred reasonable attorneys fees, costs and expenses will be paid by the losing party.

E. Owner can not resale or transfer share to another party, and shares shall not be redistributed. This will lead to immediate termination from the program.

This agreement may be terminated by either party giving thirty (30) days written notice to the other. This document constitutes the entire agreement between the parties, and there are no other agreements between them.

This agreement shall be governed by the laws of North Carolina, both as to interpretation and performance. All terms and conditions of this agreement shall be binding on the parties, their successors, assigns, heirs, administrators, agents, and personal representatives.

Signature of Owner Date

Signature of Agister Date

