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 **A Small Organic Farm Committed to Doing Things the Right way**

**COW HERD SHARE CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and between Oak Spring Meadows Farm, LLC, (Agister) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Owner).

An undivided interest in a herd of cows (“Herd”) representing an ownership interest in \_\_\_\_\_share(s) out of a total number of \_100\_shares in the Herd. The Herd is located at 998 Hatley Rd, Pittsboro, NC 27312. The Herd currently consists of 20 cows and any increases or replacements will be the sole discretion of the Seller.

Agister possesses dairy facilities at 998 Hatley Road, Pittsboro, NC 27312 (the “Dairy Facilities”), for the holding, caring for, and handling and milking of dairy cows. Owner has an undivided interest in a herd of dairy cows (the “Herd”) and desires to board the cow(s) constituting Owner’s undivided interest in the Herd at the Dairy Facilities. Agister has agreed to provide care and boarding for the Herd at the Dairy Facilities for a fee of sixty-five dollars ($65.00) per month per share; and Owner (together with the Herd Owners of all the undivided interests in the Herd, each of whom is entering into this or a similar agreement with Agister) desires to board the cow(s) constituting Owner’s undivided interest in the Herd with Agister and to have Agister pasture, care for, and milk the Herd, pursuant to the terms and conditions of this agreement.

**Boarding:**

For boarding his/her undivided interest in the Herd, Owner shall pay to Agister a monthly boarding fee of sixty-five dollars ($65.00) per share owned by Owner. The first month’s boarding fee is to be paid with the execution of this Agreement. Thereafter, the boarding fee shall be paid by Owner to Agister, each month when milk shares are picked up. Owner shall pay Agister the boarding fee for the month regardless of whether or not milk shares are picked up. The date that milk shares are picked up will be set by the Agister based on availability of milk and may be subject to change based on supply. The parties agree that the amount of the boarding fee is a fair and reasonable charge for the services and supplies to be provided by Agister to Owner under this Agreement. Payment shall be made by cash, check, PayPal, or other method agreed upon by the parties. Agister may, at his or her discretion, adjust the boarding fee up to twice each year to cover any increased expense of boarding and caring for the Herd, such increase not to exceed 10%. Owner understands he is responsible for regular and timely payment of boarding fees, even if he does not retrieve his share of the Herd’s milk production. Owner is paying Agister for the ongoing boarding and care of Owner’s share of the Herd.

**Pickup:**

Owner shall pick up milk on dates scheduled by Agister. If Owner does not pick up milk within two (2) days after scheduled date, Agister may dispense with milk as Agister prefers and as permitted by law. Agister shall provide half gallon glass jars with lids for the storage of milk. Owner will pay Agister a fee of four dollars ($4.00) per jar. Owner assumes all responsibility for cleaning, and returning the jars and lid in usable condition to Agister for refilling. Agister may impose an additional charge to replace broken or unusable jars. Return of cleaned jars and lids is a condition of this Herd Share.

**Ownership:**

Owner warrants that all milk obtained from Agister is for consumption by Owner and Owner’s immediate family only, and for no other purpose. Owner accepts all risk and responsibility associated with the consumption of Owner’s milk by anyone including but not limited to himself and his immediate family. On request, the Owner may have Agister produce cow milk yogurt, cheese, butter, etc. with the Owner’s share of milk. The parties will enter into an additional agreement for prices for such labor. This Agreement is made pursuant N.C. Gen. Stat. §106-266.35(d), which allows for the personal use or consumption of raw milk or raw milk products to “an independent or partial owner of a cow, goat, or other lactating animal.

**Rights:**

Owner understands and agrees that ownership in the Herd does not entitle Owner to any rights in real or personal property owned by the Agister or Farm. D. Owner and Owner’s family may visit the Farm where Owner’s cow(s) are Boarded, inspect Owner’s cow(s) and boarding facilities and observe the milking of Owner’s cow(s) by prior appointment with Agister. Owner further understands and agrees that he may only enter the Farm premises under the supervision of the Agister, or with the express permission of the Agister.

**Assumed Risks:**

By signing this Agreement, Owner hereby knowingly and voluntarily assumes the risk of any and all such harm and also hereby waives any and all right to make, file, or pursue any claims, demands, suits, actions, causes of action, damages, etc. against the other Herd Owners, Agister or any of Agister’s agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arise out of or in any way relates to any injury, illness, death, loss or damage caused, in whole or in part, by (1) the handling or consumption of raw milk produced by the Herd, and/or (2) visiting or entering upon Agister’s premises or any premises where the Herd is located.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date or dates described above.

\_\_\_Sabrina Massie\_\_\_\_\_\_\_6/10/2024 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For Agister Date Owner Date

\_\_\_Sabrina Massie\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: Print Name: