



## Herd Share Agreement

THIS HERD SHARE AGREEMENT (the "Agreement"), by and between New Dawn Acres Farm ("Seller") and \_\_\_\_\_ ("Buyer" or "Owner")

WITNESSETH

WHEREAS, Seller possess the infrastructure at 2660 Fishburn Mtn. Rd., Rocky Mount, VA 24151 for the holding, caring for, handling and milking of dairy goats and cows ("dairy animals").

WHEREAS, as specified herein, Seller desires to sell and Buyer desires to buy an undivided interest in the herd of dairy animals held, cared for, handled and milked by Seller.

WHEREAS, as specified herein, Seller desires to provide care and boarding for the herd at its location for a fee and Owner (together with all other owners of all the undivided interests in the herd) desires to board the dairy animals constituting Owner's undivided interest in the herd with Seller and to have Seller pasture, care for and milk the herd.

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

1. Seller agrees to sell 1 herd share(s) to Buyer. One herd share is defined as one undivided interest in the Seller's herd of dairy animals. The percentage interest in the said herd represented by such herd share(s) means the undivided percentage interest of the Owner in the herd as determined by dividing the total number of the Owner's shares in the herd by the total number of shares authorized to be sold in the herd. Such percentage interest may change, from time to time, at the Seller's sole discretion, based on the total number of herd shares sold and outstanding at any given time,
2. The purchase price for the above share(s) is \$ 40.00 . Upon payment of this purchase price, Buyer becomes part owner of the New Dawn Acres herd. In leu of the purchase price Buyer can provide 6 half gallon wide mouth Ball jars per share to Seller.
3. A non-refundable administrative fee is included in the herd share purchase price. It is \$ 12.00 per share.

4. Buyer agrees to pay for the care, maintenance, boarding, feeding and labor associated with his/her share(s) for the complete duration of his/her ownership in the New Dawn Acres herd. The monthly boarding fee associated with these services, to be provided by New Dawn Acres, is \$ 40.00 per share. This fee is due on the 30<sup>th</sup> of each month. Payable via Paypal, Venmo, or cash to the New Dawn Acres administrator. This fee can be increased at the sole discretion of New Dawn Acres Farm following a 30 day written notice to share holders.

5. Buyer may dispose of his/her interest(s) in New Dawn Acres herd at any time by giving Seller 30 days written notice of his/her intent to dispose of said share(s). Upon receiving such notice, New Dawn Acres shall have the first option to purchase Buyer's interest(s) in the herd and may do so in exchange for the payment of the original sum, less the non-refundable administrative fee, paid by Buyer for his/her share(s).

6. Dairy animals go through different stages of lactation throughout their lifetime. Seller reserves the right to determine the appropriate care and treatment of every animal in the New Dawn Acres Herd on an individual basis.

7. If an animal in the New Dawn Acres herd has not been bred within the appropriate freshening window of time, the Seller will make a decision as to whether or not that animal will be sold and replaced with an animal expected to freshen in that window or keep her as a dry animal until she freshens.

8. Buyer is entitled to enter Seller's farm premises at reasonable hours on appointed days of the week to pick up the products that their share produces, or it will be delivered to a dedicated drop off point in their area.

9. Buyer is aware of the risks associated with the consumption of fresh unpasteurized milk. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unpasteurized milk and will educate Buyer's family members and friends who may also consume the milk. This relieves New Dawn Acres of the responsibility.

10. If Buyer believes he/she or a family member/friend contracted an illness that could have possibly originated from the milk, Buyer will contact the Seller immediately so that appropriate action can be taken, However, Seller is not liable for any damages from Buyers consumption of their own property. Seller believes raw milk is safe to drink when handled properly. Seller cannot be held responsible for any mishandling of your fresh refrigerated product once it leaves her care.

11. Buyer understands that the Seller takes cleanliness extremely seriously and has appropriate processes in place regarding safe milk handling.

12. The Buyer is responsible to return used jars and lids weekly. Jars need to be hand or dishwasher washed. Seller assigns a \$1 surcharge for dirty putrid jars/lids that require scrubbing in addition to usual sanitization. There is a \$2 jar fee for broken jars and \$1 lost lid fee for prompt replacement of said jars and lids.

13. Buyer understands that it is illegal to sell raw milk. Buyer warrants that all fresh unpasteurized milk obtained by Buyer is for his/her own personal use and no other purposes.

14. As milk volume is variable throughout a lactation season, there will be times that there is no fluid milk available due to reasonable dry seasons for the dairy animals. Likewise, there are times that there is more fluid milk than is shared out. In times of surplus Buyers may pay New Dawn Acres staff to process excess milk into various dairy products such as cheese, yogurt and gelato. These will be priced based on time, cultures and coagulants needed to produce said product. Items will be offered up as they are available. Buyer may also forgo fluid milk and substitute a finished product. All products will be in 5 unit packaging.

15. This contract will be interpreted and enforced in accordance with the laws of the state of VA.

Signed this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

New Dawn Acres (Seller):

\_\_\_\_\_

Summer Pate

Name of Buyer \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Signature of Buyer:

\_\_\_\_\_