

Elim Springs Dairy, LLC
DAIRY COW BOARDING
and MAINTENANCE CONTRACT

Herd Share Agreement

THIS AGREEMENT made this ____ day of _____, between Elim Springs Dairy, LLC whose address is 401 Raines Tavern Rd. Farmville, Va. 23901 (herein called "Elim Springs"), and

whose address is _____

_____ (herein called "Boarder").

WHEREAS,

1. Elim Springs has facilities at 401 Raines Tavern Rd. Farmville, Va. 23901 for the holding, caring for, handling and milking of dairy cows (female bovines). Said facilities will be used for the maintenance, boarding and milking on behalf of the Boarder and other owners of the dairy animals which will constitute the hereafter defined Herd.

2. Boarder is the owner of an undivided interest of ONE (1) share in the Herd of dairy cows (herein called the "Herd") located at the Elim Springs facilities. The Herd consists of all dairy cows currently in the herd as well as all replacements and any increase or decrease of the dairy cows, as specified in the herd designation.

3. Boarder (together with the owners of all the undivided interests in the Herd who are each entering into an agreement with Elim Springs substantially similar to this one) desires to board the Herd with Elim Springs and to have Elim Springs care for and milk the animals in the Herd and Elim Springs desires to take on the boarding obligation.

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the parties agree as follows:

1. Definitions: In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:

a. "Boarding" shall mean having possession of, feeding, maintaining and caring for the Herd, milking the Herd and preparing the production of milk from the Herd for pick up by Herd owners or their agent(s).

b. "Herd Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by the owners of the remaining undivided interests in the Herd.

c. "Herd Owners" shall mean collectively all of the owners of undivided interests in the Herd.

d. "Percentage Interest" shall mean the undivided percentage interest of Boarder (or another person) in the Herd determined by dividing the total number of the Boarder's (or other person's) undivided number of shares in the Herd by the total number of shares created and existing from time to time in the entire Herd.

2. Status of Herd for Boarding. Upon the execution of agreements substantially similar to this one by the owners of all the ownership interests in the Herd, Elim Springs shall be in possession of the Herd for and on behalf of the owners.

3. Boarding Fees. For boarding the Boarder's undivided interest in the Herd, Boarder shall pay to Elim Springs a monthly boarding fee equal to \$33.50 per share of the herd owned by Boarder. **The first month's boarding fee is being paid with the execution of this Agreement. Thereafter, the boarding fee shall be paid by Boarder to Elim Springs, in advance, on or before the first (1st) day of each month during the time this Agreement is in effect.** The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by Boarder for its services to be provided to Elim Springs under this Agreement.

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

I. Elim Springs Agrees That:

A. Elim Springs shall feed, water and care for the herd in accordance with good farm management practice.

B. Elim Springs shall milk herd daily, during season of lactation, and in a sanitary and appropriate manner cool milk quickly and maintain proper storage temperature.

- C. Elim Springs shall make available to the Boarder, on an available, and reasonable basis, such amounts of extra milk or amounts and types of value added dairy product when available as may be agreed between the parties, per current price list for providing this service.
- D. Elim Springs reserves the option, but is not required, to temporarily replace, at their own expense, any sick, pregnant, out of production, culled or deceased animal in which the Boarder has an interest with another animal of suitable attributes.

II. Boarder (Herd-share owner) Agrees That:

- A. **Boarder has paid Elim Springs for a percentage share in the designated herd, and \$33.50 per month for the boarding and maintenance of their percentage share of the herd, payable on the first day of each month in advance.** Boarder understands and agrees that Elim Springs 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 incurred such as an increase in feed prices, electricity costs, and the like. In the event of extraordinary circumstances, Elim Springs may request a proportional payment to continue maintenance.
- B. Boarder has paid Elim Springs \$15 for purchase of glass half gallon jars for storage of the milk per share, or has provided their own jars. Boarder will pick up approximately 1 gallon of milk for each share owned once a week at a time and place agreed upon by both parties. Milk will be stored in the half gallon glass jars.
- C. Boarder shall return all jars and lids to Elim Springs in a clean and sanitary condition. Jars shall be cleaned according to the Elim Springs Dairy Jar Cleaning Protocol that Boarder has read and signed with the return of this agreement. Boarder will be charged a \$2.50 fee for each jar that Elim Springs has to rewash.
- D. Boarder understands that jars must be returned each week. Failure to return jars will necessitate the use of plastic substitute, with the accompanying cost billed to the boarder .
- E. Replacement of broken jars will be a Boarder expense. Costs are \$2.50 per ½ gallon jar.
- E. Neither, Elim Springs, its employees, officers or agents shall be liable for any disease, accident, injury, or death of any animal of the herd above, from any cause whatsoever; neither shall, Elim Springs, its officer, employees or agents be liable for any injury or damage to any person, animal or property caused by any animal, his

or her agents or employees, from any cause whatsoever. Boarder agrees to indemnify Elim Springs and its officers, employees and agents against any claim for any damages to any person, animal or property caused by animal, Boarder, his or her agents or employees.

- F. Boarder enters the premises of Elim Springs solely at his own risk; Elim Springs shall bear no liability to Boarder or damage to Boarder's property.
- G. Boarder understands that a cow must have 8-12 weeks of being dried off before calving, and that there may be a short period of unavailability or low availability of milk. Production will be distributed equitably among Boarders during the periods of variation of production. Regardless of production, monthly maintenance fees must be kept current.
- H. Boarder is responsible for picking up milk in a regular and timely fashion according to the day assigned and agreed upon with Elim Springs. If there is a problem with pick up time and date the party who needs to change the arrangement is responsible for notifying at least 48 hours prior to the change, except in an emergency.
- I. Boarder agrees not to sell any milk or dairy products received from the Herd.

III. Boarder and Elim Springs mutually agree that:

- A. The term of this contract is one year from the date hereof, after which contract shall be automatically renewed for one year terms subject to the notice provisions herein.
- B. In the event that the cow shall require the services of a Veterinarian, Elim Springs will appropriately contact one. Elim Springs is hereby authorized, as agent for Boarder, (a) to call Dr. Rodney Cole, DMV; and, should he be unavailable, (b) to call any other licensed veterinarian of Elim Springs' choice. Elim Springs shall be responsible for normal and ordinary veterinary expenses, as well as occasional common injury or health problems.
- C. Boarder shall not be liable for damage to Elim Springs' property nor any other liability caused by 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 party's incurred reasonable attorney's fees, costs and expenses will be paid by the losing party.

- E. Any offspring born to herd cows are the sole property of Elim Springs and Elim Springs retains the right to manage breeding.
- F. Boarder may not remove any animal from Elim Springs and agrees that in order to maintain a share ownership the Boarder must be current in monthly maintenance fee payments unless otherwise agreed in writing between Boarder and Elim Springs.
- G. Life of Share will be for the lifetime of the herd and Elim Springs' operation, at depreciating cash value based upon a three (3) year depreciation or until Boarder chooses to relinquish such share back to herd as a whole upon mutual agreement or transfers share to a new shareholder agreed upon by Elim Springs. All share transfers must be agreed to by Elim Springs. At the beginning of the fourth year, and each anniversary date thereafter, an additional \$25.00 maintenance fee shall be charged to each shareholder. The benefits and responsibilities of the share continue each year upon renewal.
- H. If there are breaks in production due to illness at Elim Springs or an emergency, Elim Springs will notify Boarder and they may take this opportunity to participate in helping to keep milk production continuing.

This agreement may be terminated by either party giving thirty (30) days written notice to the other. If Boarder chooses to terminate this agreement he must either (a) Forfeit his cow share in writing or (b) provide evidence that the share has been transferred to another responsible party, agreed to in writing by Elim Springs, either by gift or sale. If Elim Springs chooses to terminate this agreement they agree to purchase back cow share at the redemption rate for the time remaining. This document, together with the BILL OF SALE for an Undivided Interest in Dairy Herd, Documentation of Herd Designation, and Signed Protocols, constitutes the entire agreement between the parties, and there are no other agreements between them. This agreement shall be governed by the laws of the Commonwealth of Virginia, 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. Share is transferable with above conditions remaining in force.

Signature of Herd Share Owner _____ Date _____

Email address _____

Phone Number _____

Cell Phone Number _____

BY: _____

Elim Springs Dairy, LLC

info@elimspringsfarm.com

Date