

Windy Prairie Homestead

Herd Share Agreement

This herd share agreement made and entered into this _____ day of _____, _____ by and between _____, hereinafter designated as Shareholder, and Bethlyn (Beth) Hoover and/or Cassandra (Cassie) Brown, of Windy Prairie Homestead, hereinafter designated "Agister"

WITNESSETH

Whereas, for purposes of this agreement, The Shareholder wishes to have his share of the cow herd boarded and milked by the Agister. The price to become an shareholder in the herd is listed below, based upon the number of shares the Shareholder prefers:

Full Share: **\$10.00**, and this buys one share (1/40th interest) in the herd.

Half Share: **\$5.00**, and this buys one-half share (1/80th interest) in the herd.

This is a non-refundable, one-time cost of purchasing shares. Our herd currently produces, on average, approximately 40 gallons per week. As such, the milk production value due to each shareholder is approximately 1 gallon per week for Full Shares, and 1/2 gallon per week for Half Shares (note: this may fluctuate to be more or less based on time of year, but each share will remain at 1/40th [full] or 1/80th [half] of the total production).

As part of caring for the herd, each shareholder shall contribute **\$40 (full share)** or **\$20 (half share)** monthly to the price of board, feed and labor for milking.

The monthly contribution is due on the 1st day of the month, which may be paid via cash, checks (made out to Beth Hoover OR Cassie Brown) or other means as agreed upon with the Agister.

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, using a container or containers supplied by Shareholder, 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. Shareholder agrees that:

- A. Shareholder will pay their portion for Agister's labor of milking the herd on the first day of each month in advance. Provided however, 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. Shareholder will be at the milk pick-up location in a prompt and timely fashion, wherever the agreed-upon location may be. Or send a representative to pick it up for them. If Shareholder or Shareholders 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 a person, animal, or property caused by the cows in the herd, or Shareholder, from any cause whatsoever. Shareholder 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 Shareholder.

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

III. Shareholder and Agister mutually agree that:

A. There is no set term for herd share lengths

B. The Agister reserves the right to buy back any share at any time, with or without cause, for \$10 (full shares) or \$5 (half shares), provided 14-days notice. Note: if circumstances dictate, both parties agree that the Agister may buy back their share without warning, provided written notice is given at the time.

C. A herd Shareholder can sell their share back to the Agister at any time for \$10 (full shares) or \$5 (half shares), provided 14-days notice.

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

E. Notwithstanding II C. above, Shareholder shall not be liable for damage to Agister's property caused by any animal in the herd.

F. 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.

This agreement may be terminated by either party giving fourteen (14) 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 Colorado, 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 Shareholder: _____ Date: _____

Signature of Agister: _____ Date: _____