

Herd Share and Boarding Agreement

BLOSSOM RIDGE FARM AND DAIRY (“Seller” or “The Dairy”) and
_____ (“Buyer”) agree as follows.

DEFINITIONS:

Definitions of terms used. The full name is followed by the abbreviated name in parentheses.
The BLOSSOM RIDGE FARM AND DAIRY HERD (“The Milk Herd”)

1. Seller agrees to sell _____ herd share(s) to Buyer. One herd share is defined as 1/15th the value of one milk cow. One half share is worth 1/30th the value of one milk cow. Buyer is not assigned a particular cow in the BLOSSOM RIDGE FARM AND DAIRY herd (“The Milk Herd”). Values are based on the average value of all animals in The Milk Herd, and thus change from time to time. Seller warrants that at the time of sale, the number of shares held by shareholders does not exceed fifteen times the number of animals in The Milk Herd.
2. Buyer agrees that herd shares gives the buyer interest in the The Milk Herd only. Buyer gains no interest in other animals, equipment, buildings, property, assets, profits, holdings, or any other aspect of The Dairy.
3. One herd share purchase price is \$125. A non-refundable, administrative fee is included in the herd share purchase price. It is \$25 for a half share and \$50 for a whole share.
4. Buyer, upon payment of \$_____, becomes part owner of The Milk Herd.
5. Buyer agrees to pay for the care, maintenance, boarding, feeding, and labor of his/her cow(s) for the complete duration of his/her ownership in The Herd. These costs are currently _____ per month. These amounts may change from time to time. The Dairy will provide at least a thirty day notice of changes.
 - a. One half Share = \$26/mo.*
 - b. One Share = \$48/mo.**
 - c. One and a half Share = \$66/mo.***
 - d. Two Shares = \$80/mo.****
6. Buyer may sell or transfer his/her part ownership in The Herd. However, obligations for the boarding portion of this agreement may be terminated only by one of the following three methods:
 - a. Buyer may give Seller 30 days’ written notice of his/her desire to sell share(s). The purchase price for the share, less any administrative fees, will be credited to Buyer’s account only after a new buyer completes all requirements for purchase, including full payment and gives evidence of satisfactory credit.
 - b. Buyer may give Seller 30 days’ prior written notice of his/her intention to abandon his or her share(s). Ownership of abandoned shares reverts to The Dairy at the end of the 30-day period, and The Boarding Agreement is terminated upon this transfer of ownership. Buyer will not receive payment from The Dairy for abandoned shares.
 - c. Buyer may sell or transfer his/her shares to a third-party. If the third-party meets Seller’s standards for credit worthiness, and after Buyer provides a signed and dated copy of the sale contract, and the new purchaser signs The Boarding Agreement and makes the first month’s payment to The Dairy, Buyer is released from the Boarding Agreement for the shares sold.

7. Milk cows go through different stages of lactation throughout their lifetimes. Buyer understands and agrees that not all animals in the milking herd produce milk at all times, and that the amount of milk produced by the herd varies from time to time. This variation may change the amount of milk Buyer receives.
8. From time to time, cows are bought, sold, and/or slaughtered as part of the management of the milking herd. The Dairy is empowered to make all management decisions without consulting share owners. These decisions include, but are not limited to, purchase and sale of animals, slaughter of animals, animal diets, health care, and housing. Buying, selling, and/or slaughtering individual animals for the purpose of herd management does not entitle Buyer to any payment, as long as the herd contains at least one-fifteenth as many animals as the number of shares held by shareholders. Proceeds from such sales are used for the purchase of new animals, the costs of maintaining the herd, breeding and growing replacement animals, and profits for The Dairy.
9. If the entire herd is sold, disbursement of proceeds, less costs, will be made to shareholders according to the number of shares each one holds. The amount disbursed from sale of the herd is conditioned by the market, and may be less than the Buyer paid for the share. If Seller buys back Buyer's shares or if the entire herd is sold, the Boarding Agreement shall no longer be in force.
10. Buyer agrees that Seller's liability and/or obligation to Buyer may never exceed the original purchase price of herd share(s) or the current price of herd shares, whichever is less.
11. Buyer accepts all risks of ownership, including possible loss of by-products and/or value of share(s). Though Seller believes it is unlikely that losses reducing the size of the herd to less than one-fifteenth the number of shares owned by shareholders is unlikely. However, if such a loss occurs, the loss of value and by-products will be shared proportionately by all shareholders.
12. Each one-half herd share entitles Buyer to 1/30th of all by-products that one cow produces. Buyer is responsible for packaging, transport, etc. of those by-products he/she claims. If the by-product is fluid milk, Buyer is responsible to collect it on a weekly basis, and on an assigned day of the week. If Buyer desires other by-products such as manure, Buyer must arrange a pick up time, means to transport, etc. Likewise, Buyer is entitled to his/her share of prize money awarded to milk herd animals that may be exhibited in competition. Ownership of by-products not collected by shareholders within a reasonable time reverts to The Dairy. Said reasonable time respects the normal management practices of the dairy. For example, Milk is not safe to consume after a certain time; manure is spread on fields from time to time. Manure cannot be claimed by a shareholder after it has been spread. Milk cannot be claimed after it is too old for safe human consumption.
13. Buyer is entitled to enter Seller's farm premises at reasonable hours on an appointed day of the week to pick up by-products that their share produces.
14. Buyer is responsible to thoroughly clean containers for fluid milk before coming to the farm. Seller is not responsible to bottle or clean Buyer's containers. Seller may make containers available for purchase by the Buyer. Informing the Sellers of the desire to purchase containers is appreciated and increases the likelihood that containers will be available for purchase.
15. Buyer is aware of the risks associated with the consumption of fresh unprocessed whole milk. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unprocessed whole milk and will

educate anyone to whom the milk is offered. This relieves The Dairy and its owners and agents of this responsibility.

- 16. Buyer understands that it is illegal to sell raw milk. Buyer warrants that all fresh unprocessed whole milk obtained by Buyer is for his/her own personal use and for no other purpose.
- 17. If Buyer believes someone contracts an illness that could possibly originate from the milk, Buyer will contact Seller immediately so that appropriate action can be taken.
- 18. Buyer understands and agrees that Seller has appropriate processes in place for safe milk handling. Buyer agrees that the consumption of any food product, regardless of its source, involves risk, and proper handling of milk cannot remove all risks. Buyer accepts these risks and agrees to hold The Dairy harmless.
- 19. This contract will be interpreted and enforced in accordance with the laws of the State of Michigan. If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.
- 20. All communication The Dairy is responsible to make, may be made consistently with the contact information provided below by Buyer. Buyer may change this information in writing at any time, and The Dairy will update its records within seven days.

Contact information of Buyer:

Name:(Print)_____

Address:_____

Phone number:_____

Email address:_____

- 21. The Dairy maintains telephone numbers, email address, and a website with a contact form. Informal communication can be made through any of these means. Formal notices of changes in herd share ownership should be sent to the street address below:

Mailing Address	Phone and Electronic Communications
1775 20 Mile Rd NW Kent City, MI 49330 blossomridgedairy@gmail.com	Blossomridgedairy@gmail.com blossomridgedairy.com (616) 443-0677

Signed this _____ day of _____, in the year _____.

BLOSSOM RIDGE FARM AND DAIRY Seller:

Buyer:

John Ritz or Linda Ritz

How much milk will my share of the herd produce?

As a part owner of The Herd, you are simply collecting your share of the milk it produces. We estimate that your share of the milk will be approximately as follows:

- ❖ ½ Share typically yields about 1 gallon of whole, unprocessed milk per week*
- ❖ 1 Share typically yields about 2 gallons of whole, unprocessed milk per week **
- ❖ 1 ½ Shares typically yields about 3 gallons of whole, unprocessed milk per week ***
- ❖ 2 Shares typically yields about 4 gallons of whole, unprocessed milk per week ****