

Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co.

HERD SHARE AGREEMENT



This herd share agreement made and entered into this [redacted] 2024, by and between [redacted] hereinafter designated as "Buyer", and Rhoda Myers, of Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co., hereinafter designated "Seller".

WITNESSETH

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

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, Seller agrees to sell [redacted] 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 Buyer in the herd as determined by dividing the total number of the Buyer'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,

WHEREAS, for purposes of this agreement, The Buyer wishes to have their share of the cow herd boarded and milked by the Seller. The price of joining to the Buyer is \$ [redacted], which includes a \$10 ownership into the herd, as well as brand new glass jars, plastic lids, and one box of milk filters. It is a non-refundable, one-time cost of ownership. The price per share for labor of milking one gallon of the Buyer's milk from the herd, is currently set at \$ [redacted].

WHEREAS, Buyer may dispose of his/her interest(s) in Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co. herd at any time by giving Seller 15- day written notice of his/her intent to dispose of said share(s). Upon receiving such notice, Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co. 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 (\$10), paid by Buyer for his/her share(s).

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

WHEREAS, Seller possesses the infrastructure at 38922 N Glenn Hwy, Sutton, Alaska 99674 for the holding, caring for, handling and milking of dairy cows (“dairy animals”).

II.) Seller agrees that:

- A. Seller will feed, water, and care for the herd of cows in accordance with good barn management practice.
- B. Seller will milk the herd daily, using a container or containers supplied by Buyer (purchased new one-time by Seller when Buyer signs this agreement), 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.) Buyer agrees that:

- A. Buyer will pay their portion for Seller’s labor of milking the herd on the first day of each month, in advance, via cash, Venmo, Apple Pay, or Cash App. Seller shall have the right, at any time, to increase the monthly 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, which change Seller will notify Buyer of with at least a 15-day written notice. In the event of an “Act of God,” natural disaster, or war, Seller will not be obligated to provide milk to Buyer for the weeks requiring recovery, nor to refund Buyer for the same month’s payment, though Seller will attempt to do so, if at all possible. During seasons or weeks when milking animals get sick, drop in production, milk gets knocked over or lost, etc, should there not be enough milk to cover all herd share customers, Seller will have the authority and freedom to notify which herd share customers she needs to, to notify them of the shortage and the fact that they will not receive milk that week. In this event, Seller will reimburse the cost of that week’s milk to the Buyer.
- B. Buyer will be at the milk pick up in a prompt and timely fashion, wherever the agreed-upon location maybe, or send a representative to pick it up for them. If Buyer or Buyer’s representative does not appear within 15 minutes of pick-up time, their milk is forfeited for that week, with no refund, unless Buyer notifies Seller that they will not be able to pick up and other arrangements are made.
- C. Buyer understands, and agrees, that if they are a no-show/no-call for any milk delivery day, Buyer will immediately forfeit all ownership of their herd share(s) and Seller will be allowed to sell that share(s) to any other interested party.
- D. Neither Seller, her 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 any person, animal, or property caused by the cows in the herd, from any cause whatsoever. Buyer agrees to indemnify the Seller and her officers, employees, and agents against any claim for any damages to any person, animal or property caused by the cows in the herd, or Buyer.
- E. Buyer enters the premises of Seller’s farm solely at their own risk; Seller shall bear no liability to Buyer or damage to Buyer’s property.

III.) Buyer and Seller mutually agree that:

- A. The term of this contract is one year from the date hereof, which contract shall be automatically renewed indefinitely subject to the notice provisions herein, until Buyer or Seller shall give 15-day written notice of intent to sell share back to Seller and end this contract.
- B. Buyer hereby relinquishes all control of veterinarian services to the Seller. Buyer has no control over what cows are fed, when the cows are vetted, vaccinated, bred, dried off, and has no control over or ownership of offspring. All control of the herd is relinquished to the Seller.
- C. Notwithstanding II above, Buyer shall not be liable for damage to Seller's property caused by any member of 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 parties incurred reasonable attorney's fees, costs and expenses will be paid by the losing party. This agreement may be terminated by either party giving thirty (15) 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 Alaska, 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.
- E. If an animal in the Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co. herd has not been bred within the appropriate freshening window of time, the Seller will decide 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.
- F. 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 Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co. (Rhoda Myers) of the responsibility.
- G. 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 Buyer's 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.
- H. Buyer understands that the Seller takes cleanliness extremely seriously and has appropriate processes in place regarding safe milk handling, including the use of hot water, dish soap, diluted bleach and iodine solutions, as well as vinegar.
- I. Buyer agrees that if they break, chip, or crack any of their allotted half-gallon jars and/or lids, they are responsible to purchase replacements by the time they return those jars/lids. Seller will not place milk into jars that have broken, chipped, or cracked glass or plastic. Seller will not be

responsible to cover the cost of purchasing the new jars and lids, but will take the money Buyer sends to her and will purchase the preferred brand (to Seller) jars and lids for Buyer.

- J. The Buyer is responsible to return used jars and lids weekly. Jars must be hand or dishwasher washed. Seller will not accept dirty/smelly jars/lids that require scrubbing in addition to usual sanitization. **Buyer agrees to not place ANY other substance/food/liquid into the half-gallon jars and lids that are to be used SOLELY for fresh milk from Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co.** If Buyer comes to pick up weekly milk share and Buyer has forgotten jars/lids, or have brought dirty/smelly jars/lids, Buyer forfeits their milk share that week, without refund, and will not be able to pick up milk again until the following week when they return with all jars/lids that have been cleaned and dried appropriately. There is no exception to this.
- K. Buyer agrees to write their name on a small slip of paper and drop it inside their cleaned and dried jars by time of returning them to Seller at next drop day. This helps Seller to keep track of whose jars are whose and know who to contact if jars/lids are chipped, cracked, or broken.
- L. 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.
- M. As milk volume is variable throughout a lactation season, there may be times that there is no fluid milk available due to reasonable dry seasons for the dairy animals. During those weeks, Buyer's monthly fee will be adjusted so that Buyer is not charged for a week when no fluid milk is available for them.

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

Signed this _____ day of _____, in the year 2024 by Sawmill Creek Rustic Mountain Farm, Bakery, & Firewood Co.

(Seller): _____, (Rhoda Myers)

BUYER Name:

BUYER Mailing Address:

BUYER Phone number:

BUYER Email:

BUYER Signature: _____

