



## Tide Creek Farms LLC

Signature requested on February 01, 2026

# Herdshare Agreement

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**Business: Tide Creek Farms LLC**

tidecreekfarms@gmail.com

33080 Tide Creek Rd, Deer Island, OR, 97054-9532

(971) 203-3667

**Recipient: April Beardsley**

tidecreekfarms@gmail.com

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This contract is between Tide Creek Farms LLC (the "Business") and April Beardsley (the "Client") dated 02/01/2026.

Enclosed is all of the necessary documentation to be part of our herdshare program. Please read and sign it carefully!

## Terms

### Bills of Sale

#### BOVINE BILL OF SALE

of an Undivided Interest in a Herd

Tide Creek Farms, LLC ("Seller"), whose address is 33080 Tide Creek Road, Deer Island, OR 97054, for valuable consideration of the sum of the cost of Fifty-Seven Dollars (\$57.00) per share, received upon execution of this instrument by ("Buyer"), has bargained and sold, and hereby does sell, grant, and convey unto the Buyer the following property, goods and chattels: An undivided interest in a herd of cows ("Herd") representing an ownership interest in shares out of a total number of shares in the Herd. The Herd is located at 33080 Tide Creek Road, Deer Island, OR 97054. The Herd currently consists of twelve (12) cows and any increases or replacements. Cows may be culled or removed from the Herd, when such removal or culling is deemed necessary in the sole discretion of the Seller.

Seller sells to Buyer the described undivided interest in the Herd.

Seller warrants that at time of sale, Seller has full legal and equitable ownership of the Herd interest and that the Herd is not subject to any liens or security interests (recorded or unrecorded) of any lender or other third party.

Buyer's interest in the Herd includes a share of the weekly milk production from the Herd. The amount of milk production attributable to Buyer's undivided interest shall be an amount that is equivalent to Buyer's percentage ownership interest in the Herd. This percentage is based on the Herd's historical and projected milk production. For example, if the Herd produces 4 gallons of milk per week, and Buyer owns 14% of the Herd, then Buyer is entitled to 14% of the 4 gallons of milk produced by the Herd for that week.

Should Buyer wish to sell his/her interest in the Herd, Seller has the first right of refusal to purchase Buyer's interest at the price that Buyer initially paid Seller for such interest. Should Seller not exercise its first right of refusal, any transfer of Buyer's interest can only occur with Seller's approval, which shall not be unreasonably withheld.

Risk of loss concerning the Herd Share sold under this Agreement will pass from Seller to Buyer upon the signing of this Agreement.

This Agreement shall be construed exclusively in accordance with the laws of the State of Oregon. The receipt and sufficiency of this Agreement is hereby acknowledged.

**Recipient initial**

**Buyer Address**

**Country**

**Address**

**Apt, suite, etc. (optional)**

**City/Town**

**State**

**ZIP**

**Phone Number**

### **Agistment Agreement**

#### **BOVINE AGISTMENT AGREEMENT**

THIS AGREEMENT, made this day between (Agister) Tide Creek Farms, LLC and (Owner).

#### **Recitals**

Agister possesses dairy facilities at 33080 Tide Creek Road, Deer Island, OR 97054 (the “Dairy Facilities”), for the holding, caring for, and handling and milking of dairy cows.

Owner has an undivided interest in a herd of dairy cows (the “Herd”) and desires to board the cow(s) constituting Owner’s undivided interest in the Herd at the Dairy Facilities.

Agister has agreed to provide care and boarding for the Herd at the Dairy Facilities for a fee of thirteen dollars and fifteen cents (\$13.15) per week per share; and Owner (together with the Herd Owners of all the undivided interests in the Herd, each of whom is entering into this or a similar agreement with Agister) desires to board the cow(s) constituting Owner’s undivided interest in the Herd with Agister and to have Agister pasture, care for, and milk the Herd, pursuant to the terms and conditions of this agreement.

The parties agree as follows:

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

A. “Agister” shall mean the person who will pasture and control the Herd at the Dairy Facilities; feed, maintain and care for the Herd; milk the Herd; and make available the production of the Herd for pick up by Herd Owners or their agents.

B. “Agistment” shall mean pasturing and controlling the Herd at the Dairy Facilities; feeding, maintaining and caring for the Herd; milking the Herd; and making available the production from the Herd for pick up by Herd Owners or their agents.

C. “Herd” means the dairy cows referred to in the Recital above, augmented annually by any increases (male as well as female) and replacements, and diminished annually by any decreases.

D. "Herd Agreements" shall mean collectively this Agreement and all of the other substantially similar agreements signed by the owners of the remaining undivided interests in the Herd. E. "Owner" shall mean the person named above who possesses an undivided interest in the Herd. F. "Herd Owners" shall mean collectively all the owners of undivided interests in the Herd. G. "Percentage Interest" shall mean the undivided percentage interest of Owner (or another person) in the Herd determined by dividing the total number of the Owner's (or other person's) share(s) in the Herd by the total number of shares authorized to be sold in the Herd.

## 2. Share(s) of the Herd.

A. As evidenced by the document attached hereto and titled Bovine Bill of Sale, Owner has purchased the specified number of share(s) in the Herd at fifty-seven dollars (\$57.00) per share as specified within the subscription request form. B. Owner expressly disclaims any ownership rights to any meat that may be harvested from the Herd from time to time.

C. Owner expressly disclaims any ownership rights to any calves that may be born into the Herd from time to time. Owner acknowledges that these calves may or may not become a part of the Herd at the Agister's discretion. If the Agister sells the calves instead of integrating them into the Herd, Owner expressly disclaims any ownership interest in the proceeds from that sale.

D. Should Owner wish to sell his/her interest in the Herd, Agister has the first right of refusal to purchase Owner's interest at the price that Owner initially paid Agister for such interest. Should Agister not exercise its first right of refusal, any transfer of Owner's interest can only occur with Agister's approval, which shall not be unreasonably withheld.

## 3. Boarding Fees.

A. For boarding his/her undivided interest in the Herd, Owner shall pay to Agister a monthly care and boarding fee of fifty-seven dollars (\$57.00) per share owned by Owner. The first month care and boarding fee is to be paid with the execution of this Agreement. Thereafter, the care and boarding fee shall be paid by Owner to Agister, on the 1st of the month when invoices are sent. Owner shall pay Agister the care and boarding fee for the month regardless of whether or not milk shares are picked up. The date that milk shares are picked up will be set by the Agister based on the availability of milk and may be subject to change based on supply. The parties agree that the amount of the care and boarding fee is a fair and reasonable charge for the services and supplies to be provided by Agister to Owner under this Agreement. Payment shall be made by cash, credit card, or other method agreed upon by the parties.

B. Agister may, at his discretion, adjust the fee up to twice per calendar year to cover any increased expense of boarding and caring for the Herd, such increase not to exceed 20% annually. If Agister determines, or Owner requests and Agister agrees to provide, any special services beyond those required under this Agreement, Agister will inform Owner of the amount of additional charges to be paid by Owner. Payment of such additional charges will be a pre-requisite of the performance of the special services. C. Owner understands s/he is responsible for regular and timely payment of care and boarding fees, even if s/he does not retrieve his/her

share of the Herd's milk production. Owner is paying Agister for the ongoing boarding and care of Owner's share of the Herd.

#### 4. Allocation of Milk.

A. Owner shall be entitled to receive a percentage of the weekly milk production equal to Owner's Percentage Interest in the Herd. Based on the historical production of the Herd, it is estimated that one share will typically yield one-half (1/2) gallon a week, but the actual amount Owner receives will be based on the actual production, which will vary.

B. Owner shall pick up milk on dates and locations agreed to by the parties. If Owner does not pick up milk within two (2) days after scheduled date, Agister may dispense with milk as Agister prefers and as permitted by law.

C. Agister shall provide plastic single-use jars with lids for the storage of milk, or Owner may acquire glass jars from Agister for a deposit of five dollars (\$5.00) per jar, which shall be refunded to Owner if jars and lids are returned intact to Agister upon termination of this Agreement. Owner assumes all responsibility for cleaning and returning the glass jars and lids at next milk pickup to Agister for refilling. Agister may impose an additional charge to replace broken, unclean, unreturned, or unusable glass jars. Return of cleaned glass jars and lids is a condition of this Agreement.

D. Owner agrees to receive his/her share of milk directly and in person. Agister will not release Owner's milk to anyone but the Owner, or the owner's agent. On request, the Owner may have Agister deliver Owner's share of milk. The parties will enter into an additional agreement for prices for such services.

E. Agister may refuse to fill Owner's jars if Agister determines Owner's jars are not clean and dry. In such case, Agister will provide a suitable alternative container on a case-by-case basis. A reasonable fee, due upon receipt of milk by Owner, will be charged for each alternative container provided.

F. Owner warrants that all milk obtained from Agister is for consumption by Owner and Owner's immediate family only, and for no other purpose. Owner accepts all risk and responsibility associated with the consumption of Owner's milk by anyone including but not limited to him/herself and his/her immediate family.

5. Duties of Agister. In addition to any other duties provided in this Agreement, Agister shall have the following duties in connection with the care and boarding of the Herd: A. To board the Herd at the Dairy Facilities and to provide any other reasonable services required by this Agreement or requested by the Herd Owners;

B. To maintain and care for the Herd using sound practices in accordance with the herd health protocols attached with this Agreement (Exhibit A);

C. To manage the Herd for and on behalf of the Herd Owners and to acquire and dispose of cows as shall be necessary to maintain the health and productive capacity of the Herd; D. To pay all expenses for maintaining and caring for the Herd as required above, except Owner shall pay pro rata on a per share basis extraordinary veterinary expenses. Extraordinary veterinary

expenses include, but are not limited to, all tests conducted in accordance with herd health protocols; and

E. To provide reports to Owner as shall be appropriate to apprise Owner of the condition of the Herd and any other information that will be useful to Owner regarding the health and performance of the Herd.

6. Special Services. Should Agister determine that special services are reasonably necessary, or should Owner request Agister to perform any special services beyond the care and boarding required

under this Agreement, Agister shall inform Owner as to the amount of charges, if any, in addition to the monthly care and boarding fee, to be paid by Owner to Agister for the special services. 7.

No Sales of Milk. Agister and Owner acknowledge that the unlicensed retail sale of raw milk is prohibited, and the on-farm sale of raw milk is subject to certain restrictions, in the state of Oregon. Under no circumstances shall either Agister or Owner transfer the ownership or possession of any raw milk produced by the Herd in exchange for consideration in any transaction that would constitute a retail sale of raw milk in violation of Oregon law. Agister and Owner each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties that are incurred by the other because of a breach of the provisions of this Paragraph by the indemnifying party.

8. Lien for Charges; Enforcement.

A. Owner shall timely pay the care and boarding charges and other charges contemplated by this Agreement. Agister shall have, and Owner hereby grants to Agister, a lien and security interest in Owner's undivided interest of the Herd for all unpaid purchase price, care and boarding, and other charges that this Agreement obligates Owner to pay.

B. Owner agrees that in the event the payments for which Owner is liable are not paid within the time provided herein or otherwise agreed between Agister and Owner, Agister may dispose of Owner's interest in the Herd for any and all unpaid charges at public or private sale, with or without public notice, ten (10) days after having notified Owner in writing of Agister's intent to act, and apply the net proceeds, if any, to Owner's debt. In the alternative, Agister may acquire Owner's interest in the Herd in satisfaction of the debt.

9. Ownership; Transfer.

A. Owner specifically represents and warrants to Agister that Owner has acquired his/her interest in the Herd for Owner's own use and benefit.

B. Owner shall at no time and under no circumstance sell or exchange any of Owner's interest in the milk production from the Herd and shall at all times use the Owner's share of milk production for Owner's own use. Because all of the Herd Agreements are interdependent and cannot function without all interests in the Herd being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of an interest, the Court is requested to make the transfer or assignment subject to the terms of the Herd Agreement.

C. Owner understands and agrees that ownership in the Herd does not entitle Owner to any

rights in real or personal property owned by the Agister or Farm.

D. Owner and Owner's family may visit the Farm where Owner's cow(s) are boarded, inspect Owner's cow(s) and boarding facilities, and observe the milking of Owner's cow(s) by prior appointment with Agister. Owner further understands and agrees that s/he may only enter the Farm premises under the supervision of the Agister, or with the express permission of the Agister.

#### 10. Owner's Assumption of Risk and Waiver of Claims.

A. Owner understands and acknowledges that raw milk may contain harmful pathogens and that its consumption is not recommended by the Centers for Disease Control (CDC), the Food and Drug Administration (FDA), and the Oregon Department of Agriculture. Owner agrees that Owner will educate Owner's family members about the risks associated with the consumption of raw milk and with the improper storage of raw milk and releases Agister from any responsibility for education of Owner's family members or guests.

B. Owner understands and acknowledges that there are or may be risks of harm encountered in visiting or entering Agister's premises or any other premises where the Herd is located including but not limited to visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd.

C. By signing this Agreement, Owner hereby knowingly and voluntarily assumes the risk of any and all such harm and also hereby waives any and all right to make, file, or pursue any claims, demands, suits, actions, causes of action, damages, etc. against the other Herd Owners, Agister or any of Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arise out of or in any way relates to any injury, illness, death, loss or damage caused, in whole or in part, by (1) the handling or consumption of raw milk produced by the Herd, and/or (2) visiting or entering upon Agister's premises or any premises where the Herd is located.

D. In addition, Owner hereby waives any and all right to make, file, or pursue any claims, demands, suits, actions, causes of action, damages, etc. against the other Herd Owners, Agister or any of Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arise out of or in any way relates to any injury, illness, death, loss or damage to the Herd caused, in whole or in part, by the care and/or boarding of the Herd by Agister.

11. Indemnification.

A. Owner shall indemnify and defend Agister and all other Herd Owners and shall hold harmless Agister and all other Herd Owners against any and all demands, claims, suits, actions, causes of action, etc. for any injury, illness, death, loss or damage that arises out of or relate in any way to (1) any handling, consumption, or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Owner, (2) the visit of any person that Owner brings to or causes to visit Agister's premises or any premises where the Herd is located, and/or (3) any failure on the part of Owner to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Agister that are authorized or permitted by this

Agreement.

B. Owner shall also indemnify, defend, and hold harmless Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. against any and all demands, claims, suits, actions, causes of action, etc. for any injury, illness, death, loss or damage that arises out of or relate in any way to (1) any handling, consumption, or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Owner, (2) the visit of any person that Owner brings to or causes to visit Agister's premises or any premises where the Herd is located, and/or (3) any failure on the part of Owner to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Agister that are authorized or permitted by this Agreement.

12. Claims. In the event that either party to this Agreement seeks to assert any claim against the other party for any reason in connection with this Agreement or the activities of the other party under it, other than a claim of nonpayment as contemplated by Section 8 of this Agreement, the party asserting the claim shall, within one hundred eighty (180) days of learning of the circumstances giving rise to the claim, reduce it to writing, stating the nature of the claim and amount of relief sought, and serve it on the other party. Any claim for liability under this Agreement not made in compliance with this Section is waived.

13. Arbitration of Disputes. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement (other than a claim of nonpayment as contemplated by Section 8 of this Agreement) are subject to arbitration. Either party may serve on the other a written demand for arbitration within one hundred eighty (180) days after the dispute first arises. Any demand for arbitration of a claim served in compliance with Section 12 above shall be contained within and served with the written claim. The arbitration shall be conducted by three arbitrators (one appointed by Agister, one by Owner, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay its own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

14. Effective Date and Duration. This Agreement shall be effective upon execution and shall continue in effect until terminated by either Agister or Owner pursuant to Section 15 hereof. 15. Termination:

A. This Agreement may be terminated by either party upon written notice. Such notice shall be given not less than ten (10) calendar days prior to the date of termination unless caused by catastrophic loss of Herd animals and /or due to acts of God; in such case notice shall be given as soon as practicable. Notice shall be given in writing to the email or street address of each party provided in this Agreement and shall expressly state the date that termination is effective.

B. Upon termination of this Agreement by Agister, Owner may demand that Agister shall purchase shares at the price originally paid. Such demand must be made within thirty (30) days of effective notice of termination of this Agreement, or it will be deemed waived.

16. First Right of Refusal. Upon written notice of termination of this Agreement by Owner, Agister has the first right of refusal to purchase Owner's shares at the price that Buyer initially paid Seller for such shares, such option to expire if not exercised by Agister not less than thirty (30) days before the termination date of this Agreement. Agister's failure or decision not to exercise this option shall not constitute a waiver of Agister's rights to exercise the same option in other Herd Agreements or Herd Transfer Agreements.

17. Force Majeure. Neither Agister nor Owner shall be responsible for any delay or failure of his performance under this Agreement if caused by any matter beyond the control of that party, including,

but not limited to: government regulations; public emergency, public health emergency, or necessity; herd diseases that result in quarantines or depopulation; legal restrictions; labor disputes and actions related thereto; riot, war, or insurrection; and windstorms, rainstorms, ice storms, snowstorms, floods or any other acts of God.

18. Contract Language Interpretation. Each and every provision of this Agreement shall be construed as though parties participated equally in the drafting of same, and any rule of construction that a document be construed against the drafting party, including without limitation the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

19. Miscellaneous.

A. Construction. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender; the singular, the plural; and vice versa.

B. Governing Law. This Agreement is being executed and delivered in the State of Oregon and shall be construed in accordance with and governed by the laws of that state. C. Severability. If, for any reason, any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement which are valid.

D. Notice. Any notice required by this Agreement shall be in writing and served by registered mail (return receipt requested) to the recipient's address shown on this Agreement or contained in Agister's business records. Receipt shall be effective as of the day after mailing.

E. Captions. The captions of sections and subsections contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

F. Entire Agreement. This Agreement, along with the Bill of Sale and any necessary Labor Services Agreement, constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

G. Waiver. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

H. Incorporation by Reference. All schedules, exhibits and attachments referred to in this

Agreement are incorporated by reference and made a part of this Agreement.

I. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date or dates described above.

<b>Recipient initial</b>	
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**Labor Service Contract**

Tide Creek Farms Labor Services Contract for the Production of Customized Dairy Products from an Owner’s Raw Milk

This labor services agreement is entered into [hereinafter “Owner”] and Tide Creek Farms, LLC [hereinafter “Processor”]. Through this Agreement, Owner agrees to compensate Processor for labor incurred to use Owner’s raw milk to make customized dairy products as outlined in this agreement.

1. Owner declares and affirms that s/he owns the raw milk that may be used by Processor for the making of dairy products. Owner agrees to the temporary possession by Processor of that raw milk for the making of these dairy products.
2. It is understood by both parties that Processor’s services will be rendered at 33080 Tide Creek Road, Deer Island, OR 97054 [hereinafter the “Farm”].
3. It is understood by both parties that Processor’s labor rate charged will be due and payable in advance of delivery of the Owner’s dairy products made from his/her raw milk.
4. Through this Labor Services Agreement, Owner hereby agrees to pay for the labor required to produce the dairy product(s) as detailed below:

Dairy product Labor charge (\$/per UNIT)

Quantity

Cream \$19.00/1 Pint

Cream \$35.00/1 quart

Kefir \$10.50/1 quart

Kefir \$18.50/ ½ Gallon

5. This Agreement is a recurring contract and shall be valid for up to five (5) years, at which time it shall terminate unless extended by written agreement of the parties.
6. It is understood by both parties that, at all times during the pendency of this labor contract, the raw milk, and the dairy products that may be made from the raw milk, remain the sole property of Owner. It is also understood by the parties that the customized dairy products are

not being sold or exchanged between the parties, but that Processor is solely being retained by Owner for the making of customized dairy products.

7. The parties also agree that quality control standards shall be adopted by Processor during the pendency of this labor service agreement, and that those standards shall govern the making of customized dairy products.

8. The Processor shall not be liable for any injury, illness, death, loss, or damage resulting from the handling or consumption of raw dairy products and/or any other food by the Owner, the Owner’s family, or the Owner’s guests nor for any injury suffered while on the Farm.

9. The Owner agrees to indemnify the Processor for any injury, illness, death, loss, or damage caused in whole or in part by the handling or consumption of raw dairy products and/or any other food provided by the Owner to another party and for any injury suffered while on the Farm by Owner, Owner’s family, or Owner’s guests.

<b>Recipient initial</b>	
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**Farm Standards and Protcols**

Farm Operating Standards and  
Herd Health Protocols

Tide Creek farms, LLC (known as “Agister”), hereby agrees to operate Tide Creek Farms, located at 33080 Tide Creek Road, Deer Island, OR 97054 (the “Farm”), under the current “Farm Operating Standards and Herd Health Protocols”, in relation to the “Bovine Agistment Agreement” entered into by individuals (the “Herd Owner(s)”) with the Farm. The current version as of the execution of this document is as follows but is subject to change:

Agister agrees to the following:

1. Dairy animals shall be kept clean and milked in clean stables/parlors free of rodents; flies and manure shall be controlled; and the Farm shall not be littered with dead livestock or have persistent standing water or mud near milking areas. Milk shall never be produced for consumption from any dairy animals with any apparent illness or from any animal treated with antibiotics or other drugs that require a withdrawal period. Said milk shall be discarded during the withdrawal period specified by the drug’s manufacturer and, if antibiotics were used, milk shall be tested and found to be antibiotic-free before returning to milk line.
2. Milk shall be tested once every 3 months for somatic cell count and chloroform count. Animals shall be tested annually for Tuberculosis, Bangs, Staph, and Johne’s.
3. Milk shall be packaged in single-use plastic jars supplied and paid for by Agister, or glass jars supplied by and paid for by Agister, subject to a deposit to be paid by Owner, as provided for in section 4 of this Agreement.

4. Dairy animals shall be fed a predominantly pasture- and/or hay- or forage-based diet depending on climate conditions.
  5. The Farm shall, upon request, advise Herd Owner concerning the appropriate handling of milk produced by animals boarded at the Farm.
  6. If provisions herein are not met, it shall not constitute a breach of contract.
- These are aspirations.

<b>Recipient initial</b>	
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### **Deliver Agreement**

TIDE CREEK FARMS Delivery Services Agreement for Owner's Raw Cow Milk

This delivery services agreement ("Agreement") is entered into between ("Owner") and Tide Creek Farms, LLC ("Agister"). Through this Agreement, Owner agrees to compensate Agister for time and costs associated with the delivery of Owner's raw milk to Owner.

1. Owner declares and affirms that s/he owns the raw milk to be delivered to Owner by Agister, as evidenced by the documents attached hereto and titled Bovine Bill of Sale and Bovine Agistment Agreement entered into between Owner and Agister.
2. It is understood by both parties that Agister's holding, caring for, handling, and milking of dairy cows, and the preparation of milk for delivery, shall take place at 33080 Tide Creek Road, Deer Island, OR 97054 (the "Farm").
3. It is understood by both parties that Agister's raw milk delivery rate charged will be due and payable in advance of the Agister's delivery of the raw milk to its Owner.
4. Through this Agreement, Owner hereby agrees to pay Agister for the delivery of his/her raw milk at a rate of [.0 ] dollars (\$.0 ) per month per share, subject to increase in accordance with fuel cost fluctuations. Owner shall pay to Agister this fee via a method of payment agreed upon between the parties in advance of Agister's delivery of Owner's raw milk to Owner. Payment may be added to the monthly care and boarding fee that Owner pays to Agister each month and which is reflected in the Bovine Agistment Agreement executed between the parties.
5. This Agreement is a recurring contract and shall be valid for up to five (5) years, at which time it shall terminate unless extended by written agreement of the parties.
6. It is understood by both parties that at all times during the pendency of this Agreement, the raw milk shall remain the sole property of Owner. It is also understood by the parties that the raw milk is not being sold or exchanged between the parties, but that Agister is solely being retained by Owner to deliver the Owner's raw milk to the Owner.
7. The parties also agree that quality control standards shall be adopted by Agister during the pendency of this Agreement, and that those standards shall govern the handling and delivery of

the raw milk.

8. Agister shall not be liable for any injury, illness, death, loss or damage resulting from the handling or consumption of raw milk by Owner, Owner's family, or Owner's guests, nor for any injury to Owner or any of Owner's family or agents suffered while on the Farm.

9. Owner agrees to indemnify Agister for any injury, illness, death, loss or damage caused in whole or in part by the handling or consumption of raw milk provided by Owner to another party and for any injury to Owner or any of Owner's family or agents suffered while on the Farm.

**Recipient initial**

### **Acknowledgement of Glass Jar Policy**

As written under the Agister Agreement Part 4C:

Agister shall provide plastic single-use jars with lids for the storage of milk, or Owner may acquire glass jars from Agister for a deposit of five dollars (\$5.00) per jar, which shall be refunded to Owner if jars and lids are returned intact to Agister upon termination of this Agreement. Owner assumes all responsibility for cleaning and returning the glass jars and lids at next milk pickup to Agister for refilling. Agister may impose an additional charge to replace broken, unclean, unreturned, or unusable glass jars. Return of cleaned glass jars and lids is a condition of this Agreement.

Please confirm that you've read our Glass Jar Policy by initialing this clause

<https://www.tidecreekfarms.com/blog/5zul92ias3n4sxd0tji021q41l9bbg>

**Recipient initial**

## **Signatures**

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

## **Business signature**

Owner name	April Beardsley
Owner signature	<i>April Beardsley</i>
Business date signed	02/01/2026

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	