

REED FAMILY DAIRY

GRASS FED – A2/A2 – JERSEY

BARBOURVILLE, KY

Herd Share Agreement

Reed Family Dairy (Seller) and _____ (Buyer) agree as follows:

- I. Seller agrees to sell a share/shares of the seller's cow herd to Buyer at the price of **\$50** per share. This fee buys ownership into the herd. It is a non-refundable, one-time cost of ownership. Ownership will entitle Buyer to approximately 1 gallon of milk per week per share owned. A 14 day trial period will be allowed for the buyer to ensure that the herd share is satisfactory; Seller will buy back the share(s) should buyer withdraw.
- II. Buyer is not permitted to sell their herd share to any third party at any time.
- III. Seller will feed, water and care for cows in the herd share in accordance with principles of good stewardship. Seller will feed cows a predominately grass diet with free choice salt/minerals. A small amount of feed may be provided at milking time to keep cows in good condition. Antibiotics, vaccines, and medications will only be used as absolutely necessary. The most natural approach to cow care possible will always be taken first. Seller will provide veterinary services when necessary. Seller will milk cows in a sanitary fashion and refrigerate milk promptly. Buyer will not be responsible for any costs related to keeping/milking of herd.
- IV. Buyer agrees to pay Seller a **\$30** milking fee per share owned per month. Milking fees will be paid on a monthly basis and will be due at the time of the first pickup of each month. Milking fee is due every month that this agreement is in effect- whether or not milk is picked up. The herd requires milking whether or not milk is picked up.
- V. Milking fee shall be paid by Buyer to Seller by cash, check or other agreed upon means. This herd share agreement will be discontinued for accounts past 30 days delinquent.
- VI. Seller may, at his discretion, adjust the milking fee once each calendar year to cover any increased expense of milking and caring for the Herd. Such increase will only go into effect after at least thirty (30) days' notice to Buyer by Seller.
- VII. Buyer agrees to be at the agreed upon milk pick up location in a timely manner, or send a representative to pick up for them. If Buyer or Buyer's representative does not appear, their milk is forfeited for that week, unless other arrangements have been made.
- VIII. Herd Share members are encouraged to visit the Seller's farm at least once to see where their milk comes from. Buyer understands and agrees that they may only enter the Seller's premises under the supervision of the Seller, or with the express permission of the Seller. Buyer enters the premises of Seller's farm solely at his own risk; Seller shall bear no liability to Buyer for any damage or injury occurring on a farm visit.
- IX. Buyer relinquishes all control of veterinarian services to the Seller. Buyer has no control over what cows are fed, when/how they are bred, dried off, and has no control over or ownership of offspring. All control of the herd is relinquished to the Seller.

Buyer expressly disclaims any ownership rights to any meat that may be harvested from the herd from time to time. This is in deference to federal and state meat slaughtering laws which may be violated unintentionally through the distribution of meat.

- X. Milk will be delivered in half-gallon glass bottles provided by Seller. Buyer will pay a deposit of \$5 per bottle needed. Buyer will wash bottles at home before returning to Seller. Seller will sanitize bottles before filling. At pick-up, Buyer should bring a cooler with an ice pack for the transporting of their milk.
- XI. Milk will not be bottled for more than 48hrs when delivered to the pick-up location. The date bottled will be clearly labeled on the milk bottle.
- XII. Milk delivery to pick-up locations may be delayed or cancelled due to hazardous road conditions. In this case, Buyer will be notified that pick-up will be delayed and will be rescheduled to the first available business day that road conditions are improved.
- XIII. Buyer warrants that all milk obtained by Buyer is for his own personal use only, and for no other purpose. Buyer is aware of any and all risks that may be associated with the use of raw milk and holds Seller harmless for any damages Buyer may incur by the use of raw milk. Buyer further agrees that Buyer will educate Buyer's family members of the risks associated with the use of raw milk, and releases Seller from any responsibility for education of Buyer's family members. Seller will not be responsible for any incidental, consequential, or special damages incurred as a result of the use of raw milk.
- XIV. Buyer understands that they are buying a share of a herd of dairy cows and not a gallon of milk. Buyer understands that dairy cows in the herd will cycle through lactations and dry periods. Lactations are generally 10 months (after the cow calves) and dry periods around 2 months (before the cow has her next calf). As result of this, there may be short durations of time that milk may not be available or portions may be diminished. If milk is not available, the milking fee will not be charged for that week. Dry periods for most cows will likely be about 8 weeks in late winter, this gives cows a break prior to spring calving. Supply also could be affected by health issues or other problems beyond our control.
- XV. This agreement may be terminated by either Buyer or Seller giving thirty (30) days written notice to the other. The term of this agreement is one year from the date hereof, after which this agreement shall be automatically renewed indefinitely until Seller or Buyer shall give notice of cancellation. This agreement represents the entire agreement between the two parties and may be modified only by writing signed by both parties.

Signature of Buyer

Date

Signature of Seller

Date

Herd Share Member Information

Name: _____

Phone Number: _____

Prefer Call ___ Text ___

Email Address:

Mailing Address:

Number of shares you wish to buy:

_____ Shares

Preferred Pickup location and Day/Time:

___ On-Farm by appointment

___ Middlesboro- Justin Mays State Farm office

Dropped off every Friday morning

___ London- Tuesday

Thank you for your interest in our herd share! Please return this application as soon as possible to reserve your shares. We look forward to providing you with fresh, high-quality milk soon!

- *Thanks, the Reed family*

**Return Member Information sheet and Herd Share Agreement to:
Reed Family Dairy
1457 KY 3442 Barbourville, KY 40906**

Quick Facts:

- ✓ Shares are \$50 each. This is a one-time fee to buy in. One share gets you approximately 1 gallon of milk per week. You can buy as many shares as you need- *ask about discounts for multiple shares!*
- ✓ For each share you own you pay a \$30 monthly milking fee. This basically comes out to about \$7 per gallon cost to you- a great deal for this kind of quality milk. This will be due on your first pickup of the month each month.
- ✓ We will use glass half gallon bottles to hold your milk. You will pay a \$5 deposit per bottle at your first pickup, then just bring them back and trade them in each week.
- ✓ Payment for the number of shares you are purchasing is due with the return of this application. On your first pickup you will pay your first month's milking fee as well as deposits on your bottles. After this you will simply pay your monthly milking fee.
\$50 x number of shares = amount due with application
\$10 x number of shares = bottle deposit due at first pickup
\$30 x number of shares = milking fee you will pay at first pickup each month
- ✓ Barbourville pickup will be in the Elevation (formerly Apex) Physical Therapy office during their business hours.
- ✓ Middlesboro pickup is in the Justin Mays State Farm office during their business hours. Milk is currently dropped off here every Thursday morning.