

ZWACK FAMILY FARM BOARDING CONTRACT

THIS AGREEMENT is made and entered into to be effective as provided herein by and between Zwack Family Farm, whose address is 456 Rocky Cliff Road Elizabeth, CO 80107 (herein called "Dairy") and _____ (Shareholder Name), whose address is _____ (herein called "Boarder").

RECITALS

1. Dairy is the owner of the dairy facilities located at 456 Rocky Cliff Road Elizabeth, CO 80107 (the "Farm") for the holding, caring for, and handling and milking of the dairy cows (female bovines).
2. Boarder is the owner of an undivided interest of _____ shares in the herd (herein called the "Herd") of dairy cows located at the Farm, and all replacements and increase of the dairy cows, which herd constitutes and shall constitute all of the dairy cows, producing or dry, at that location.
3. Boarder and Dairy (together with the owners of all the undivided interests in the Herd who are each entering into an agreement with the Dairy substantially similar to this one) desire to have the Herd boarded with Dairy and to have Dairy care for and milk the dairy cows in the Herd and Dairy desires and is willing to take on the obligations provided for it in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the terms:

1. Definitions. In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:
 - A. "Boarding" shall mean having possession of feeding, maintaining and caring for the Herd, milking the Herd and preparing the production of milk from the Herd for pick up by the individual Herd Owners.
 - B. "Herd Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by the owners of other undivided interests in the Herd.
 - C. "Herd Owners" shall mean collectively all of the owners of undivided interests in the Herd, including any interests owned by Dairy.
 - D. "Percentage Interest" shall mean the said monthly fee provided of Boarder (or another person) in the Herd.
2. Delivery of Herd for Boarding. Upon the execution of agreements substantially similar to this one by the owners of all the ownership interests in the Herd (except interests retained by the Dairy), Dairy shall take possession of the Herd for and on behalf of the owners.
3. Boarding Fees
 - A. For boarding the Boarder's undivided interest in the herd, Dairy shall be paid by Boarder a one time \$40 buy in fee plus a \$10 non-refundable bottle and jar fee, as well as a uniform monthly boarding fee equal to \$95 per share(s) or \$50 per half share of the Herd owner by Boarder. The first month's boarding fee is being paid with the execution of this Agreement. Thereafter, the uniform monthly boarding fee shall be paid by Boarder to Dairy by the 1st of every month during the time this Agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs incurred by Dairy for its services to be provided to Boarder under this Agreement.
 - B. Dairy may change the boarding fee by giving thirty (30) days prior notice to Boarder in person or by text or, if addresses have been furnished to Dairy by Boarder, by e-mail.

4. Shares of Milk

- A. Boarder shall be entitled to receive the milk production from Boarder's undivided shares in the Herd. The milk production attributable to Boarder's undivided interest shall be equal to Boarder's paid fee/share. Dairy will use best efforts to cause Boarder to receive the same amount of milk per unit of herd ownership each week.
- B. Boarder (or another Herd Owner acting for Boarder) shall pick up Boarder's share of milk production at the Farm at least one time per week on agreed upon day. Boarder acknowledges that no person who is not a Herd Owner may pick up Boarder's share of the milk production for Boarder.

5. Duties of Dairy. In addition to any other duties provided in this Agreement, Dairy shall have the following duties in connection with the boarding of the Herd.

- A. To maintain and care for the Herd using sound practices in accordance with Operating Standards set forth by the Dairy. Whether applicable to the operations of the Dairy or not, Dairy shall also follow as closely as reasonably practicable the requirements of Colorado health laws and regulations applicable to the caring of the dairy cows and the handling of milk production from them.
- B. 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.
- C. To pay ALL expenses for maintaining and caring for the Herd as required above.
- D. To provide reports to Boarder upon request to apprise Boarder of the condition of the Herd and any other information which Dairy believes will be useful to Boarder in monitoring the health and performance of the Herd with respect to Boarder's interest in the Herd, which reports shall include results of tests performed on the cows that produce Boarder's milk and an explanation of the tests and the test results.

6.. No Sales of Milk. The Boarder and the Dairy acknowledge that the sale or distribution of raw milk is prohibited by the State of Colorado. Under no circumstances shall either the Boarder or the dairy transfer the ownership or possession of any milk production from the Herd in any transaction which would constitute the sale or distribution of raw milk in violation of the statutes of the State of Colorado or the regulations of the Colorado Department of Public Health and Environment. The Boarder and the Dairy each agree to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provisions of this Section by the indemnifying party.

7. Lien for Charges; Enforcement.

- A. The Dairy shall have and the Boarder specifically grants to the Dairy, a lien and security interest in the undivided interest of the Boarder in the Herd for all unpaid boarding and other charges resulting from the boarding and care of the animal and other services required or requested of the Dairy by the Boarder under the pursuant to this Agreement.
- B. The Boarder agrees that in the event the charges due from the Boarder to the Dairy are not paid within the time provided herein or otherwise agreed between the Boarder and the Dairy, Dairy may exercise its lien rights, and in connection with such rights, may dispose of the Boarder's interest in the Herd for any and all unpaid charges at public or private sale, with or without public notice or notice to the Boarder of the sale, after ten (10) days notice to the Boarder of the unpaid charges. In the event the sale does not secure a sufficient price to pay the costs of board and other charges, plus costs of sale, the Boarder shall pay to Dairy the difference within ten (10) days of demand by the Dairy. Any amounts realized by the Dairy at the sale, over and above charges due and costs of sale, shall be returned to the Boarder.

8. Ownership; Transfer.

- A. Boarder specifically represents and warrants to Dairy that Boarder is the owner of the undivided interest in the Herd described in the recitals and has acquired the interest in the Herd for the purpose of obtaining raw milk for Boarder's own use and benefit and for no other purpose.

- B. The Boarder shall not transfer or assign any of the Boarder's rights or interests in the Herd or under this Agreement without the prior written consent of the Dairy, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered contemporaneously with the transfer or assignment. The Boarder shall not at no time and under no circumstance sell or exchange any of the Boarder's interest in the production from the Herd except in accordance with this Agreement and shall at all times use the Boarder's share of production for the Boarder's own use. Any transfer or assignment or attempted transfer or assignment in violation of this Agreement shall be void. Because all of the Herd agreements are independent 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 in a proper cause of action, the court is requested to make the transfer or assignment subject to the terms of a herd agreement with respect to the transfer or assignment being ordered by the court.

9. Liability

- A. Dairy shall not be liable to Boarder for any loss of or damage to the Herd or for anything resulting from the care and maintenance of the Herd by Dairy or from handling of production from the Herd by Dairy so long as Dairy shall have complied with the requirements of this Agreement with respect to the Herd and milk production from it. In addition, the Boarder acknowledges that activities on and about farm and dairy operations are inherently dangerous and if or when the Boarder or any other person under the direction or with the authority of the Boarder enters the farm, the Boarder or other person does so at his or her own risk and the Dairy shall have no responsibility for any injury or death that may result to or from the Boarder or other person being on the farm in the absence of grossly negligent or intentional conduct of employees or agents of the dairy. The Boarder shall indemnify and hold the Dairy harmless from any and all claims, liability, damage, loss, cost and expenses (including attorney fees) incurred by the Dairy in defense or settlement of any claims against the dairy asserted by the Boarder or another person authorized or directed to be on the Farm by the Boarder for personal injury, death, or property damage unless the personal injury, death, or property damage was the direct result of gross negligence or intentional acts or omissions of the Dairy.
- B. The Boarder acknowledges that the Colorado Department of Public Health and Environment, the federal Food and Drug Administration and other authorities have issued information and warnings regarding hazards of consuming raw milk. The Boarder, Boarder's family, and Boarder's guests assume all responsibility for consuming raw milk produced from the Herd. The Dairy shall not be liable to the Boarder, Boarder's family or Boarder's guests for any sickness, death, loss or damage from the production of raw milk produced and delivered to the Boarder from the Boarder's share of the Herd unless the Dairy shall have failed to comply with the Operating Standards provided to the Boarder and the sickness, death, loss or damage shall have resulted directly from the failure of the Dairy to so comply.
- C. Notwithstanding the foregoing, Dairy shall indemnify and hold Boarder harmless for any loss, damage, liability or expense caused by any animal in the Herd to the person or property of Herd Owners or third parties because of the gross neglect or intentional act or omission of Dairy.

10. Effective Date. This Agreement shall be effective upon picking up the initial share, following the execution of Herd Agreements.

11. Termination

- A. This Agreement shall continue so long as obligations under or similar to those under Herd Agreements are in effect for the entire Herd.
- B. This Agreement may be terminated by the Dairy or the Boarder upon thirty (30) days notice for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement (pages 1-4) on the dates shown below to be effective to be effective on the date described above.

BOARDER:

_____ (Signature)

_____ (Print Name)

Date: _____

Address: _____

Phone: _____ Email: _____

DAIRY: Zwack Family Farm

By: _____

Jane or Joey Zwack, Owners
456 Rocky Cliff Road Elizabeth, CO 80107

janiezwack@gmail.com

303-478-5628

Date: _____