

Bovine Herdshare Boarding Agreement (Plain-English)

Between:

Avery's Branch Farm ("the Farm" or "Agister")

and

_____ ("Owner")

Farm Addresses:

- Dairy Facilities: 4615 Woodfork Road, Charlotte Courthouse, VA 23923
- Mailing: 12608 Beach Road, Chesterfield, VA 23838

Background

- The Farm operates facilities to house, care for, and milk dairy cows ("the Herd").
- The Owner has an undivided share (a "Percentage Interest") in the Herd.
- The Owner wants their share of the Herd to be boarded and cared for at the Farm.
- The Farm agrees to provide this service in exchange for a boarding fee, and to deliver bottled milk to designated delivery locations for a fee.

1. Key Terms

- Agister / Farm: Avery's Branch Farm. Provides pasture, feed, care, milking, bottling milk, and delivering milk to designated drop sites.
- Agistment: Those services (pasturing, feeding, caring, milking, bottling milk, and delivering).
- Herd: The dairy cows.
- Herd Agreements: This agreement and all similar agreements signed by other herd owners.
- Owner: The person who owns one or more shares of the Herd.
- Herd Owners: All people who own shares of the Herd.
- Percentage Interest: Owner's share of the Herd, based on how many shares they own out of the total authorized.

2. Boarding Fees

- Owner pays \$40 per share, per month.
- Fees are collected before milk is delivered, and monthly fees are due whether or not Owner collects their milk after delivery.
- Delivery days and times are set by the Farm and may change depending on herd production.
- Payment must be by credit card or automatic bank transfer.
- Failure to pay monthly fees means the Owner's shares are no longer valid, and their ownership in the Herd ends.

3. Milk Shares

- Each week, Owner is entitled to milk in proportion to their Percentage Interest.
- Typically, one share equals about one gallon per week, but amounts vary and are not guaranteed.
- Milk is always delivered by the Farm to designated delivery sites.
- Once delivered, it is the Owner's responsibility to collect their milk in a timely manner.
- If milk is not collected within two days of delivery, the Farm may dispose of it as allowed by law.

- If the Owner is unable to collect their milk, it is the Owner's responsibility to make arrangements for someone else to do so. The Owner will not be entitled to receive double milk when they return, as they are not paying for milk itself, but for the boarding and care of their portion of the herd, which continues even during vacations or absences.

4. Duties of the Farm

The Farm will:

1. Board the Herd at its Dairy Facilities.
2. Care for the Herd using sound farming practices.
3. Manage the Herd for all Owners, including buying and selling animals to maintain health and productivity.
4. Milk, bottle, and deliver milk to designated drop sites for Owners.

5. No Sale of Milk

- Virginia law prohibits the unlicensed sale of raw milk.
- Neither the Farm nor Owner may sell or transfer raw milk in a way that breaks the law.
- If Owner violates this rule, they must protect and reimburse the Farm for any resulting costs, damages, or penalties.

6. Payment Security & Enforcement

- Owner must pay fees on time.
- The Farm holds a lien (legal claim) on Owner's Herd share for unpaid charges.
- If Owner fails to pay and does not correct the issue after 10 days of receiving an email notice from the Farm, the Farm may take ownership of the Owner's share to satisfy the debt.

7. Ownership & Transfer

- Owner confirms they acquired their Herd share for personal use only.
- Owner cannot sell or exchange milk from their share. Milk is for their own household only.
- Ownership of shares is tied to active participation in the herdshare program.
- Shares remain valid only while the Owner is actively paying monthly fees and receiving milk.
- If the Owner quits, pauses, or leaves the program for any reason, their ownership ends immediately.
- If the Owner later returns, they must re-purchase shares at the then-current share price.
- Any court-ordered transfer must still comply with this agreement.

8. Risks & Waivers

- Raw milk may contain harmful bacteria. The CDC, FDA, and Virginia Department of Agriculture warn against drinking it.
- Owner agrees to educate their family about the risks of consuming or improperly storing raw milk. The Farm is not responsible for educating family members.
- Visiting the Farm or Herd involves risks (large animals, farm conditions, etc.).
- By signing, Owner accepts all risks and waives claims against the Farm, other Herd Owners, or their employees/contractors for harm, illness, injury, death, or loss related to:
 1. Handling or drinking raw milk;

2. Visiting or entering the Farm or Herd premises.

- Owner also waives claims for harm or loss to the Herd caused in part or in whole by the Farm's care.

9. Indemnification

- Owner will indemnify (protect, defend, and reimburse) the Farm, other Herd Owners, and the Farm's employees/contractors against claims or damages related to:

1. Milk after it has been delivered (handling, storage, use, or consumption).
2. Guests the Owner brings to the Farm or Herd.
3. Failure to follow this agreement or the Farm's rules.

- Farm indemnity: The Farm will protect Herd Owners from claims if any Herd animal injures a third party or damages their property.

10. Claims

- Except for nonpayment claims, all claims must be:
- Put in writing within 180 days of learning about the issue,
- Sent to the other party, and
- State the nature of the claim and the relief requested.
- Claims not made this way are waived.

11. Arbitration

- Except for nonpayment claims, disputes will be resolved by arbitration.
- Either party may demand arbitration within 180 days of the issue arising.
- Arbitration will be by three arbitrators: one chosen by the Farm, one by Owner, and a third chosen by those two.
- Arbitration follows the American Arbitration Association Commercial Rules.
- Each party pays its own costs; arbitrators' fees are split equally.

12. Effective Date & Duration

- Agreement begins upon signing and remains in effect until ended under Section 13.

13. Termination

- Either party may end the agreement with 60 days' written notice.

14. Force Majeure (Uncontrollable Events)

- Neither party is responsible for delays or failures caused by matters beyond their control, including:
- Government regulations, public emergencies, or legal restrictions;
- Labor disputes;
- Riots, war, or insurrection;
- Windstorms, floods, snowstorms, or other acts of God.

15. Miscellaneous

- Construction: Words include all genders and singular/plural as needed.
- Governing Law: Virginia law applies.
- Severability: If part is invalid, the rest remains in force.
- Notices: Must be in writing and sent by registered mail (return receipt) to addresses listed here. Notices are effective the day after mailing.
- Captions: Section headings are for convenience only.
- Entire Agreement: This is the full agreement. Changes must be in writing, signed by both parties.
- Waiver: A waiver of one breach doesn't waive later breaches.
- Incorporation: All schedules or attachments (if any) are considered part of this agreement.
- Assignment: Agreement binds and benefits both parties and their successors/assigns.

Acknowledgment

By checking the box labeled "I agree to the terms and conditions set forth in the Cow Boarding Agreement," the Owner confirms that they have read, understood, and agreed to this Agreement in full.