



LILLY DEN FARM

Welcome to the Farm!

COW SHARE CONTRACT

This cow share agreement made and entered on _____, by and between _____, hereinafter designated as Owner, and Lilly Den Farm, hereinafter designated "agister."

WITNESSETH

Whereas, for purposes of this agreement, the owner wishes to have his share of the cow boarded and milked by the Agister.

The price of joining to own is \$40 yearly, \$25 biyearly, and \$1 weekly and this buys ownership into a Swiss/Jersey/Guernsey cow named Brie. It is a non-refundable cost of ownership.

This share includes weekly orders of milk, cream, yogurt, butter, and fresh cheeses including mozzarella, ricotta, and feta. All weekly orders must be sent in by Monday of each week. Orders must include dairy product wanted and location of pickup/delivery. Visit lillydenfarm.com/product-service/cow-share-subscriptions/ for prices of products. All dairy products are based on availability and are subject to change.

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

I. Agister agrees that:

- A. Agister will feed, water, and care for the cow in accordance with good barn management practice.
- B. Agister will milk the cow daily and will keep the milk clean, fresh and will refrigerate promptly.
- C. Agister will care for the cow as he/she feels it is in the best interest of the cow to promote healthy development and quality milk.

II. Agister agrees that:

- A. Owner will pay their portion for the Agister’s labor of milking and boarding the cow in an agreed payment schedule set up on lillydenfarm.com/product-service/cow-share-subscriptions/. If the owner misses a payment then the owner forfeits it’s rights to ownership and may be placed on a waiting list to buy back in, if the owner chooses to do so. Agister has the right to increase the ownership fee after one year of ownership commitment.
- B. Owner will place their dairy order by Monday of each week and will be prompt to pick up at their desired location. If owner fails to pick up ordered milk the owner is responsible to pay for the milk unless other arrangements have been made.
- C. Neither Agister, his employees, officers, or agents shall be liable for any disease, accident, injury, or death of the cow, from any cause whatsoever; neither shall they be liable for any injury or damage to person, animal, or property caused by the cow, owner, from any cause whatsoever. Owner agrees to indemnify the Agister and his officers, employees, and agents against any claim for any damages to any person, animal or property caused by the cow.
- D. Owner enters the premises of the Agister’s farm solely at his own risk; Agister shall bear no liability to owner or damage to the owner’s property.

III. Owner and Agister mutually agree that:

- A. Owner hereby relinquishes all control of veterinarian services to the Agister. Owner has no control over what cows are fed, when cows are vetted, vaccinated, bred, dried off, and also has no control over ownership of offspring. Owners will not own any part of offspring. All control of the herd is relinquished to the Agister.
- B. Notwithstanding II C above, Owner shall not be liable for damage to Agister’s property caused by the cow.
- C. Owner can not resale or transfer share to another party, and share shall not be redistributed. This will lead to immediate termination without refund from the cow share program.

This agreement may be terminated by either party giving 30 days written notice to the other without refund. 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 North Carolina, 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, personal representatives.

Signature of Owner: _____ Date: _____

Signature of Agister : _____ Date: _____