BOVINE AGISTMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and between Friendly Farm [DBA Rebel Hollow Farm](Agister) and Jodie Moore(Owner).

Recitals

Agister possesses dairy facilities at 1104 Rebel Hollow Rd, Tazewell TN 37879 (the “Dairy Facilities”),for the holding, caring for, and handling and milking of dairy goats.

Owner has an undivided interest in a herd of dairy cows (the “Herd”) and desires to board the cow or cows     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 twelve dollars($12.00)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 cows 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 make 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) shares 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 here to and titledBovine Bill of Sale, Owner has purchased \_\_\_\_\_\_\_\_\_\_\_\_ share(s) in the Herd at fifty dollars ($50.00) per share.

 B. Owner expressly disclaims any ownership rights to any meat that may be harvested from the Herd from time to time.

C. 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 unreasonable withheld.

3.Boarding Fees.

A. For boarding his/her undivided interest in the Herd, Owner shall pay to Agister a weekly boarding fee of twelve dollars($12.00)per share owned by Owner. The first week’s boarding fee is to be paid with the execution of this Agreement. Thereafter, the boarding fee shall be paid by Owner to Agister, each week when milk shares are picked up. Owner shall pay Agister the boarding fee for the week 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 availability of milk and may be subject to change based on supply*. The parties agree that the amount of the 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, check, credit, card, Venmo, or other method agreed upon by the parties.

B. Agister may, at his discretion, adjust the boarding fee up to twice each year to cover any increased expense of boarding and caring for the Herd, such increase not to exceed 50%.

C. Owner understands he is responsible for regular and timely payment of boarding fees, even if he does not retrieve his 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 gallon, 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 times to be agreed upon 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 half-gallon glass jars with lids for the storage of milk. Owner will pay Agister a deposit of five dollars($5.00) per share for containers. Owner assumes all responsibility for cleaning, sanitation, and returning the jars and lid within 30 days in usable condition to Agister for refilling. Agister may impose an additional charge to replace broken or unusable jars. Return of sanitized jars and lids is a condition of this Herd Share.

D. Owner agrees to receive his share of milk directly and in person. Agister will not release Owner’s milk to anyone but the Owner.

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 himself and his immediate family.

G. On request, the Owner may have Agister produce  mozerrella cheese, feta, farmhouse cheddar, and yogurt with the Owner’s share of milk. The parties will enter into an additional agreement for prices for such labor.

5.Duties of Agister. In addition to any other duties provided in this Agreement, Agister shall have the following duties in connection with the 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 goats 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 heard 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 boarding required under this Agreement, Agister shall inform Owner as to the amount of charges, if any, in addition to the monthly boarding fee, to be paid by Owner to Agister for the special services.

7.No Sales of Milk. Agister and Owner acknowledge that the sale of raw milk is prohibited by the State of Tennessee. Under no circumstances shall either Agister or Owner transfer the ownership or possession of any raw milk production from the Herd in any transaction that would constitute a sale of milk in violation of the statutes of the State of Tennessee.  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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature                                                              date

To submit this form, fill it out and then use the share button back to me herdshare@rebelhollowfarm.com