



THIS HERD SHARE AGREEMENT (the “Agreement”), by and between Thompson Family Farm LLC (“Seller”) and [REDACTED] (“Buyer” or “Owner”)

WITNESSETH

WHEREAS, Seller possesses the infrastructure at 101 Foggy Ridge Rd., Rocky Mount, VA 24151 for the holding, caring for, handling and milking of dairy cows.

WHEREAS, as specified herein, Seller desires to sell and Buyer desires to buy an undivided interest in the herd of dairy cows held, cared for, handled and milked by Seller.

WHEREAS, as specified herein, Seller desires to provide care and boarding for the herd at its location for a fee and Owner (together with all other owners of all the undivided interests in the herd) desires to board the dairy animals constituting Owner’s undivided interest in the herd with Seller and to have Seller pasture, care for and milk the herd.

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

1. Seller agrees to sell [REDACTED] (# of shares) herd share(s) to Buyer. One herd share is defined as one undivided interest in the Seller’s herd of dairy animals. The percentage interest in the said herd represented by such herd share(s) means the undivided percentage interest of the Owner in the herd as determined by dividing the total number of the Owner’s shares in the herd by the total number of shares authorized to be sold in the herd. Such percentage interest may change, from time to time, at the Seller’s sole discretion, based on the total number of herd shares sold and outstanding at any given time.
2. The purchase price for the above share(s) is **\$10.00 per share or \$5.00 per half share**. Upon payment of this purchase price, Buyer becomes part owner of the Thompson Family Farm LLC herd.
3. Buyer recognizes their weekly boarding fee covers the care, maintenance, boarding, feeding, and labor associated with his/her share(s) for the complete duration of his/her ownership in the Thompson Family Farm LLC herd.



The **weekly boarding fee** associated with these services, to be provided by Thompson Family Farm LLC is \$ 12.00 per share or \$ 6.00 per half share for herdshare products delivered off of farm property. **One share is equivalent to one gallon of milk per week.** Weekly boarding fees are due at the beginning of each month. The total monthly fee may vary depending on the number of weeks in the month.

The **weekly boarding fee** associated with services provided by Thompson Family Farm LLC for shares belonging to Buyers picking up herdshare products from farm property is \$ 10.00 per share or \$ 5.00 per half share. **A share purchased by Buyer picking up from farm property is equivalent to one gallon of milk.** Weekly boarding fees are due at the beginning of each month. The total monthly fee may vary depending on the number of weeks in the month.

Payable via Venmo, check, or cash to the Thompson Family Farm LLC administrator. This fee can be increased at the sole discretion of Thompson Family Farm LLC following a 30-day written notice to shareholders.

4. Buyer may dispose of his/her interest(s) in Thompson Family Farm LLC herd at any time by giving Seller 7 days notice of his/her intent to dispose of said share(s). Upon receiving such notice, Thompson Family Farm LLC shall have the first option to purchase Buyer's interest(s) in the herd and may do so in exchange for the payment of the original sum paid by Buyer for his/her share(s).

5. Dairy cows go through different stages of lactation throughout their lifetime. Seller reserves the right to determine the appropriate care and treatment of every animal in the Thompson Family Farm LLC on an individual basis.

6. Buyer understands that the Seller takes cleanliness extremely seriously and has appropriate processes in place regarding safe milk handling. Buyer is aware of the risks associated with the consumption of fresh unpasteurized milk. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unpasteurized milk and will educate Buyer's family members and friends who may also consume the milk. This relieves Thompson Family Farm LLC of the responsibility. If Buyer believes he/she or a family member/friend contracted an illness that could have possibly originated from the milk, Buyer will contact the Seller immediately so that appropriate action can be taken. However, Seller is not liable for any damages from Buyers consumption of their own property. Seller believes raw milk is safe to drink when handled properly. Seller cannot be held responsible for any mishandling of your fresh refrigerated product once it leaves her care.



7. The Buyer is responsible to return used jars and lids weekly. Jars and lids need to be hand or dishwasher washed. Seller assigns a \$1 surcharge for dirty putrid jars/lids that require scrubbing in addition to usual sanitization. There is a \$5 jar fee for broken jars and \$1 lost lid fee for prompt replacement of said jars and lids.

8. As milk volume is variable throughout a lactation season, there will be times that there is no fluid milk available due to reasonable dry seasons for the dairy animals. Likewise, there are times that there is more fluid milk than is shared out. In times of surplus Buyers may pay Thompson Family Farm LLC staff to process excess milk into various dairy products such as cream, butter, or yogurt.

Signed this ____ day of _____, in the year _____.

Thompson Family Farm LLC (Seller): _____ Alea Thompson

Name of Buyer _____

Address _____

Phone number _____ Email _____

Signature of Buyer: _____