**Cow Herd Share Sale and Boarding Agreement**

Deb Hodel-Ostling (“Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”) agree as follows:

1. SALE AND PAYMENT

 Seller agrees to sell \_\_\_\_\_\_\_\_ share(s) of the milking dairy cow herd to Buyer at a onetime price of $15 per share. Buyer may transfer or sell their share of the herd by giving Seller 30 day’s written notice of his/her intent to sell his/her share(s). If sold the money for the initial purchase of the herd share will be returned to the buyer when a new buyer has bought into Triple D Ranch and Dairy Herd. Seller retains ownership of all offspring from the milking dairy herd.

2. BOARDING OF ANIMALS

Seller agrees to provide care and boarding for Buyer’s cows on Seller’s farm for a cost of $26 per month, per share. Care and boarding will include providing shelter, feed, water, and milking of cows daily. For safety purposes, visitation of animals and farm is allowed only when facility operator is present and at a prearranged time.

3. TRIAL PERIOD

Buyer and Seller agree to a 30 day trial period, after which either party may opt out of this contract for any reason by submitting written notice to the other party. If Seller or Buyer opts out, the Seller agrees to refund the $15 purchase price per share and the Buyer agrees to pay the $26 per month boarding fee per share for that one month.

4. COW MANAGEMENT

Animal ownership comes with some risk. The Buyer is purchasing a share in the milking herd for the productive lifetime of the animals. A good average is a 5 year productive life. When each animal is no longer productive the animal will be retired or sold. Proceeds from the sale of the departed cow will be used to replace her with another dairy cow of like value. The difference between the sale and purchase of replacement cow will be split among herd share owners. Example: $1200 new cow, $300 income from sold cow. $900 left to split among share owners, appr. 50 share owners equals $18 per share owner.

5. COLLECTION AND STORAGE OF MILK

A. Seller agrees to milk Buyer’s cows daily and collect and store the raw milk in the Buyer’s ½ gallon mason jars. The parties agree that Seller may combine Buyer’s milk with milk from all shareholders cows in one storage unit.

B. Buyer will be entitled to approximately 1/2 gallon of raw milk per share per week from Seller, to be retrieved and transported by Buyer at Buyer’s expense. Buyer will retrieve milk at least one time per week on a pre-assigned day. Seller must approve of any changes made to this initially agreed upon pickup day.

C. Buyer agrees to purchase ½ gallon mason jars with plastic lids for the uniform storage of milk. $4. Per jar and lid supplied by Seller. The Buyer assumes all responsibly for the cleaning, sanitizing, and returning the jars and lids to Seller for refilling. The jars will again be sanitized on the farm prior to use.

D. The parties agree that because milk is a perishable product, should Buyer fail to retrieve his stored milk from Seller on the agreed day, Seller may, without notice to Buyer, dispose of the stored milk in any way Seller sees fit. Seller will hold for 3 days and if not retrieved by buyer on 3rd day will be available for other shareholders.

6. USE AND LIABILITY

A. Buyer warrants that all raw milk obtained by Buyer is for his own personal use only, and for no other purpose.

B. Buyer agrees that Buyer is aware of any and all risks that may be associated with the use of raw milk, and holds Seller harmless for any damages Buyer may incur by the use of raw milk. Buyer further agrees that Buyer will educate Buyer’s family members and any other persons drinking their milk of the risks associated with the use of raw milk, and releases Seller from any responsibility for education of Buyer’s family members or other persons.

C. Seller will not be responsible for any incidental, consequential or special damages incurred as a result of the use of raw milk or which arise from the boarding of Buyer’s cows.

7. SECURITY INTEREST

Buyer and Seller agree that Seller will have a security interest in the form of a possessory lien on all cows boarded on Seller’s premises as security for any unpaid boarding fees or expenses which Buyer may incur.

8. DEFAULT

In the event that Buyer defaults on his obligation to pay boarding costs to Seller, Seller may, after giving Buyer notice of default, possess and sell any of Buyer’s shares stored by Seller to offset Buyer’s boarding obligation.

9. RISK OF LOSS

Risk of loss concerning the cow sold under this Agreement will pass from Seller to Buyer upon the signing of this agreement.

10. FORCE MAJEURE

Seller will not be responsible for delays or failure to perform resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fire; hurricane; earthquake; loss of electrical power, or communication; or other causes beyond Seller’s reasonable control.

11. WAIVER

A failure of Seller to enforce any of his rights under this boarding agreement will not constitute a waiver of those rights.

12. CHOICE OF LAW

This contract will be interpreted and enforced in accordance with the laws of the State of Oregon.

13. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties, and may be modified only by a writing signed by both the parties.

COST TO START- for 1 share first month: $15 + $4 + $26 = $45 Consecutive Months per Share: $26

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

Signature of Buyer Date Signature of Seller Date

 **Triple D Ranch**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deb Hodel-Ostling**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1603 Yachats River Rd, Yachats, OR**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PO Box 2596, Waldport, OR 97394**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: 541-270-4284**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ debo@tripledranchs.com**