



## GOAT HERD SHARE CONTRACT

This goat herd share agreement is made and entered on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter designated as Herd Share "Owner", and Cedar House Farms, hereinafter designated "Farmer."

### **WITNESSETH :**

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

The price of joining to own is \$30 yearly, \$16 biyearly, and \$1 weekly and this buys ownership into a dairy goat named \_\_\_\_\_. It is a non-refundable cost of ownership.

This share includes weekly orders of milk, yogurt, and fresh cheeses including chevre, feta and others. All weekly orders must be sent in by Wednesday of each week. Orders must include dairy product wanted and location of pickup/delivery. Visit [www.cedarhousefarms.com](http://www.cedarhousefarms.com) for prices of products. All dairy products are bases on availability and are subject to change.

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

#### I. Farmer agrees that:

1. Farmer will feed, water, and care for the goat in accordance with good barn management practice.
2. Farmer will milk the goat daily and will keep the milk clean, fresh and will refrigerate promptly.
3. Farmer will care for the goat as he/she feels it is in the best interest of the goat to promote healthy development and quality milk.

#### II. Farmers agrees that:

1. Owner will pay their portion for the Farmer's labor of milking and boarding the goat in an agreed payment schedule. 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. Farmer has the right to increase the ownership fee after one year of ownership commitment.
2. Owner will place their dairy order by Friday of each week and will be prompt to pick up at their desired location.

3. Neither Farmer, 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 goat, owner, from any cause whatsoever. Owner agrees to indemnify the Farmer and his officers, employees, and agents against any claim for any damages to any person, animal or property caused by the cow.
4. Owner enters the premises of the Farmer's farm solely at his own risk; Farmer shall bear no liability to owner or damage to the owner's property.

III. Owner and Farmer mutually agree that:

1. Owner hereby relinquishes all control of veterinarian services to the farmer. Owner has no control over what goats are fed, when goats 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.
2. Notwithstanding II C above, Owner shall not be liable for damage to farmers's property caused by the goat.
3. 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 goat herd 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 Farmer : \_\_\_\_\_ Date: \_\_\_\_\_