

Hope Springs Dairy

Sale of Cow Herd Share Agreement



HOPE SPRINGS DAIRY (“Seller”) and _____ (“Buyer”) agree as follows:

1. Seller agrees to sell ____ herd share(s) to Buyer. One herd share is defined as 1/35th the value of one _____ Registered Jersey milking cow. Buyer is not assigned to a particular cow in the HOPE SPRINGS DAIRY LLC herd.
2. One herd share purchase price is \$60.00
3. Buyer, upon payment of \$_____, becomes part owner of the HOPE SPRINGS DAIRY herd.
4. Buyer agrees to pay for the care, maintenance, boarding, feeding and labor of his/her cows for the complete duration of his/her ownership in HOPE SPRINGS DAIRY. The details of this agreement are on an accompanying agreement/contract, “Boarding Agreement.”
5. Herd-shares are non-refundable/transferable after 12 months.
6. Buyer may transfer or sell part ownership of the herd, within first 12 months, by one of the two following methods:
 - a. Buyer may give Seller 30 days’ written notice of his intent to sell his/her share. The money for the initial purchase of the herd share does not have to be returned to the buyer until a new buyer has bought into HOPE SPRINGS DAIRY.
 - b. Buyer may attempt to find a purchaser himself. Once the purchaser of Buyer’s share has transferred money to the initial Buyer and a contract with purchaser’s information is given to HOPE SPRINGS DAIRY owners, then the Buyer is released of their ownership.
7. Milking cows go through different stages of lactation throughout their lifetimes:
 - a. Breeding: Breeding will be done by artificial insemination to a registered Jersey bull.
 - b. Dry period: The milk cow is given 2 months of dry time in which she is not milked. This gives her body rest before her calf is born. This “dry period” varies depending on calving and breeding dates.
 - c. Springler: This term is used for a cow or heifer when she is near the end of her gestation, just before she has her calf. Normal gestation is 9 months.
 - d. Freshening: This is the time in a cow’s lactation when the calf has just been born and she starts producing colostrum, then milk.
8. If a cow in the HOPE SPRINGS DAIRY herd has not bred within the appropriate calving window of time, the owners of HOPE SPRINGS DAIRY will make a decision as to whether or not that cow will be sold and replaced with a cow in the calving window or if she will remain in the herd as a dry cow until she freshens.

9. One herd share entitles Buyer to one gallon of fluid milk each week. Buyer is responsible to collect it on a weekly basis, on their assigned day of the week. Buyer is entitled to enter Seller's farm premises at reasonable hours (7:00am – 10:00pm) to pick up products that their share produces.
10. Buyer is responsible to thoroughly clean containers for fluid milk before coming to the farm. Jars will be sanitized by the Owner before they are refilled with fluid milk.
11. There will be a \$5 jar replacement fee for broken or lost gallon jars and a \$3 jar replacement fee for lost or broken half gallon jars.
12. Buyer is aware of the risks associated with the consumption of fresh unprocessed milk. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unprocessed milk and will educate Buyer's family members who may also consume the milk on a regular basis. This relieves HOPE SPRINGS DAIRY of this responsibility.
13. If Buyer believes he/she or a family member contracts an illness that could possibly originate from the milk, Buyer will contact Sellers immediately so that appropriate action can be taken.
14. Buyer understands that Sellers take cleanliness extremely seriously and have appropriate processes in place regarding safe milk handling.
15. Buyer understands that it is illegal to sell raw milk. Buyer warrants that all fresh unprocessed milk obtained by Buyer is for his/her own personal use and for no other purpose.
16. If a cow in the HOPE SPRINGS DAIRY herd is no longer productive as determined by the Sellers, she will be sold for beef. The money obtained from her sale will be placed in the "Cow Replacement Fund" so that another cow may be purchased and added to the HOPE SPRINGS DAIRY, herd in a timely fashion.
17. Calves produced by HOPE SPRINGS DAIRY will be sold and funds placed into "cow and facility maintenance fund".
18. This contract will be interpreted and enforced in accordance with the laws of the State of Oregon.

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

HOPE SPRINGS DAIRY Seller:

Buyer:

Zane and Summer McCourtney

Contact information of Buyer:

Address: _____

Phone number: _____

Email address: _____