



## Hope Springs Dairy

### Sale of Goat 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 1/28<sup>th</sup> the value of one dairy goat. Buyer is not assigned to a particular goat in the HOPE SPRINGS DAIRY herd.
2. One herd share purchase price is \$20.00
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 goats 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 goats go through different stages of lactation throughout their lifetimes. Seller reserves the right to determine the appropriate care and treatment of every goat in the HOPE SPRINGS DAIRY herd on an individual basis as seen fit by the Seller.
8. If a goat in the HOPE SPRINGS DAIRY herd has not bred within the appropriate kidding window of time, the owners of HOPE SPRINGS DAIRY will make a decision as to whether or not that goat will be sold and replaced with a goat in the kidding window or if she will remain in the herd as a dry goat until she freshens.
9. One herd share entitles Buyer to one quart of fluid milk each week. Buyer is responsible to collect it on a weekly basis, on their assigned day of the week.
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 \$3 jar replacement fee for lost or broken half gallon jars or quart sized 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 goat in the HOPE SPRINGS DAIRY herd is no longer productive as determined by the Sellers, she will be sold. The money obtained from her sale will be placed in the "Goat Replacement Fund" so that another goat may be purchased and added to the HOPE SPRINGS DAIRY, herd in a timely fashion.

17. Kids produced by HOPE SPRINGS DAIRY will be raised for the herd or will be sold and funds placed into "goat 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: \_\_\_\_\_

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Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_