

Sale of Herd Share Agreement

PECK-N-COOP FAMILY FARM, LLC. (“Seller”) and
_____ (“Buyer”) agree as follows:

1. Seller agrees to sell ____ herd share to Buyer. One herd share is defined as 1/35th the value of one milking cow. One half share is worth 1/70th the value of one milking cow. Buyer is not assigned to a particular cow in the PECK-N-COOP FAMILY FARM, LLC. herd.
2. One herd share purchase price is \$46.
3. Buyer, upon payment of \$ _____, becomes part owner of the PECK-N-COOP FAMILY FARM, LLC. herd.
4. A non-refundable, jar fee is included in the herd share purchase price. It is \$6 for a half share and \$12 for a whole share.
5. 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 PECK-N-COOP FAMILY FARM, LLC.. The details of this agreement are on an accompanying agreement/contract, “Boarding Agreement.”
6. Buyer may transfer or sell part ownership of the herd 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 PECK-N-COOP FAMILY FARM, LLC.
 - 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 PECK-N-COOP FAMILY FARM, LLC. owners, then the Buyer is released of the monthly Boarding Agreement contract.
7. Milking cows go through different stages of lactation throughout their lifetimes:
 - a. Breeding: On the parent farm, PECK-N-COOP FAMILY FARM, LLC, breeding is done through artificial insemination
 - 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. The Buyer understands, that during this time there will be adjustments to the by-products the cow produces and the buyer thus the buyer will receive.
 - c. Springer: 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 PECK-N-COOP FAMILY FARM, LLC. herd has not bred within the appropriate calving window of time, the owners of Peck-n-Coop Family Farm, LLC. 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 1/35th of all the by-products that one cow produces. If the by-product is fluid milk, Buyer is responsible to collect it on a weekly basis, on their assigned day

of the week. If Buyer desires other by-products such as manure or compost, Buyer needs to communicate with PECK-N-COOP FAMILY FARM, LLC. owners as when to set up a pick up time.

10. Buyer is entitled to enter Seller's farm premises at reasonable hours on appointed day of the week to pick up by-products that their share produces.
11. Buyer is responsible to thoroughly clean containers for fluid milk before coming to the farm.
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 Peck-n-Coop Family Farm, LLC. 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 PECK-N-COOP FAMILY FARM, LLC. 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 PECK-N-COOP FAMILY FARM, LLC. herd in a timely fashion.
17. This contract will be interpreted and enforced in accordance with the laws of the State of Ohio.

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

PECK-N-COOP FAMILY FARM, LLC. Seller: Buyer:

John Brien or Kristina Brien

Contact information of Buyer:

Address: _____

Phone number: _____

Email address: _____