

## Sale of Herd Share Agreement

Sweet Mercy Farms (“Seller” or “SMF”) and \_\_\_\_\_ (“Buyer”) agree as follows:

1. Buyer, upon payment of \$10 per herd share desired, becomes a shareholder in the SMF milk cow. If Buyer wishes to sell their herd share, they may sell herd shares to another individual at any time, but is not required to do so.
2. Seller agrees to sell \_\_\_\_ herd share(s) to Buyer. One herd share is defined as 1/30th the value of one milk cow.
3. Buyer agrees to pay for the care, maintenance, boarding, feeding and labor of his/her cow(s) for the complete duration of his/her ownership in the seller’s herd. Monthly fees for said care are :  
  
\$ 35. per share (this fee may be subject to change). Additional details available upon request.
4. One herd share entitles buyer to 1/30th production of one cow in the SMF herd. The SMF production average is 30 gallons a week per cow, or approximately one gallon per herd share per week. Your herd share may be available in other forms with possible additional labor charges.
5. Milking cows go through different stages of lactation throughout their lifetimes. Seller reserves the right to determine the appropriate care and treatment of every cow in the SMF herd on an individual basis as seen fit by the Seller.
6. If a cow in the SMF herd has not bred within the appropriate calving window of time, the owners of SMF 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.
7. Buyer is entitled to enter Seller’s farm premises at reasonable hours on appointed days of the week to pick up the products that their share produces, or it will be delivered to a dedicated drop off point in their area.
8. The buyer is responsible to return all used jars and lids weekly rinsed and ready for washing as well as any milk crates provided. There will be a deposit of \$10 for the jars and an additional charge of \$5.00 for any broken or lost jars, so they can be promptly replaced.
9. Buyer is aware of the risks associated with the consumption of fresh unpasteurized milk. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unpasteurized milk and will educate Buyer’s family members who may also consume the milk on a regular basis. This relieves SMF of this responsibility.
10. If Buyer believes he/she or a family member contracts an illness that could have possibly originated from the milk, Buyer will contact Sellers immediately so that appropriate action can be taken. Although, Seller is not liable for any damages from Buyers consumption of their own property.
11. Buyer understands that the Seller takes cleanliness extremely seriously and has appropriate processes in place regarding safe milk handling. Raw milk is safe to drink, when handled properly. Seller cannot be held responsible for any mishandling of your fresh refrigerated product after it leaves our care.
12. Buyer understands that it is illegal to sell raw milk from a non-USDA certified dairy. Buyer warrants that all fresh unpasteurized milk obtained by Buyer is for his/her own personal use and for no other purpose.

Signed this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_.

Name(s) of Buyer \_\_\_\_\_

Sweet Mercy Farms

Address: \_\_\_\_\_



\_\_\_\_\_  
Lorenzo or Donna Romero

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

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