



Bees Knees Farm, LLC

3747 Custis Millpond Rd, West Point, Virginia

www.beeskneesfarmkw.com

info@beeskneesfarmkw.com

2019 Cultured CSA Herdshare Membership Agreement

We, Bees Knees Farm, wish to provide you with fresh, local, seasonal food and you, the member, wish to receive a portion of our production. This agreement outlines our shared commitments to that relationship.

Introducing Bees Knees Farm Cultured CSA

- A. Community Supported Agriculture (CSA) is a relationship between our farm and you as our customer. Rather than simply purchasing food, our customers become “members” of this CSA farm who receive a portion of the farm’s harvest.
- B. Our CSA runs for 14 weeks, from June 3 to August 19, 2019.
- C. Delivery will occur every other week. Members are responsible for showing up at their respective drop point or on-farm each week to pick up their share of cheese or goat milk products.

Offerings & Drop Schedule

members will choose 2 options for each delivery. 8 oz of chevre will be delivered frozen

June 3	plain chevre	garlic dill chevre	blueberry vanilla chevre
June 17	plain chevre	lemon caper chevre	herbs de provence chevre
June 24	plain chevre	cracked pepper chevre	curry chevre
July 8	plain chevre	chocolate chevre	garlic dill chevre
July 22	plain chevre	herbs de provence chevre	lemon caper chevre
Aug 5	plain chevre	garlic chive chevre	jalapeno peach chevre
Aug 19	plain chevre	honey fig chevre	lavender chevre

On-Farm pickups – Monday morning

Williamsburg – Monday afternoons

New Kent – Tuesday afternoons

Powhatan, Mechanicsville, Central Garage – Thursday afternoons

Our Management & Feeding Practices

- A. We raise our dairy goats as closely to natural as possible. The does are rotationally grazed to new forage each week, and are supplemented with a custom non-soy, non-GMO grain mix and non-GMO alfalfa silage. The goat kids stay with their mothers all day, nursing freely, and are penned together overnight such that they can see and touch mom, but not nurse. We then milk in the morning, and return the kids to their moms for the day. When milking, we use the Simple Pulse milker on a sanitized milking stand, and milk is filtered and pumped directly into a stainless steel container. Once all of the does have been milked, we clean the milk machine using a 4-wash sterilization process that thoroughly cleans without leaving a foreign chemical residue.
- B. The milk is then carried to the processing room, poured into glass containers and placed in the freezer for 40 minutes for rapid cooling. All equipment is washed and sanitized daily, and deep-cleaned in a manner consistent with standard dairy practices. We test milk quality using different tests on a daily, weekly, and monthly basis, in order to ensure clean and sanitary milking practices. Our website lists our most recent 6 months of laboratory test results. The does are tested for Tuberculosis and Brucellosis yearly, with the most recent negative test in February 2019.

The Products

- A. Each member will receive their choice of 2 8-oz containers of chevre (2 flavors to choose from each month) as specified in their preorder. Members must choose their options prior to the first of the month in order to ensure adequate supply.
 - a. The chevre will be prepared fresh, but will be delivered frozen, so that members can keep frozen or choose to use immediately or within seven days of thawing.

Our Shared Commitments

Sharing the risks

- A. We promise to do our best to provide you with your share each week. If we have a herd health issue that compromises our milk supply, we will notify you as soon as possible and make up the lost share by extending the share season. If a major herd health or other unforeseeable event occurs and we are unable to complete the season, we will refund the remainder of the herd share or offer other product of equivalent cost (i.e. pastured poultry, pork, eggs, rabbit)

Sharing in the rewards

- A. When milk is especially abundant, we will deliver more than the standard share size.

Picking Up Shares

- A. You are responsible for picking up your share each week from our farm or your respective drop site. If you can't make it during the allotted times, please ask a friend to come for you. Because cheeses and other milk products are perishable, mobile/short-term drop sites will be limited by pickup time windows. Drop locations with refrigeration have more flexibility.

- B. We follow Good Agricultural Practices by milking, testing, and preparing the products in a safe manner. Food safety is also your responsibility and it is good practice to transport your share home in a cooler.
- C. As a herdshare CSA member, you understand and acknowledges that raw milk may contain harmful pathogens and that its consumption is not recommended by the Centers for Disease Control (CDC), the Food and Drug Administration (FDA), or the Virginia Department of Agriculture and Consumer Services (VDACS). You understand that the Bees Knees Farm dairy is not regulated by the Commonwealth of Virginia and is not subject to inspection by VDACS.
- D. You are allowed to split a share, however, you will have to divide up chevre yourselves. One person will be responsible for making sure the subscription is paid for and the share is picked up.

Member Fees

- A. By selling memberships in advance of the growing season, CSA reduces the burden of up-front costs for the farmer. Your membership fees provide us with money to purchase equipment before the season starts, and we appreciate your commitment.

2019 CSA Share: \$110 + refundable \$20 herdshare member buy-in, due upon submission of contract.

To join our CSA, please enclose a check for your total amount due, made payable to Bees Knees Farm, LLC or pay online via our website store. All payments are non-refundable.

Communicating with Us

The best way to communicate with us is via email. Our email is info@beeskneesfarmkw.com and our phone is (804) 885-5843. We will do our best to respond as soon as possible, but please understand that we spend most of our time in the field managing the animals.

Please contact us with any news of the following: changes to your postal or email address or compliments or dissatisfaction with your share. We will communicate with you by email. When you sign up, you will be added to our distribution list. Please read your email from us. We depend on being able to communicate important information such as necessary changes to your distribution schedule or to our farm events.

Every week we will email an update giving you information about the crops available that week, recipe ideas, or other farm related news.

**Thank you for your membership and your commitment to your community,
eating seasonally, and supporting regional agriculture.**

**BILL OF SALE & BOARDING AGREEMENT
of an Undivided Interest in a Dairy Goat Herd**

Bill of Sale

Bees Knees Farm, LLC ("Seller & Agister"), whose address is **3747 Custis Millpond Rd, West Point, Virginia, 23181** for and in consideration of the sum of **twenty dollars (\$20.00)** per share received from _____ ("Buyer"), does sell, grant and convey unto the Buyer an undivided interest of one (1) share(s) in a herd of dairy goats ("Herd") whose ownership is divided into **ninety (90) shares**. The Herd is located at **3747 Custis Millpond Rd, West Point, Virginia, 23181** and presently consists of **twelve (12)** goats in milk (as listed in **Exhibit A**). Seller warrants that the Herd is not subject to any liens or security interests (recorded or unrecorded) of any lender or other third party.

Buyer's interest in the Herd includes a share of the cheese or other goat milk products produced from the milk from the Herd. The amount of milk production shall be an amount that is equivalent to Buyer's ownership interest in the Herd.

Boarding Agreement

Bees Knees Farm, LLC (Agister) has agreed to provide care and boarding for the Herd at the Farm for a price of **one hundred and ten dollars (\$110.00)** per share for a **fourteen (14) week** period; Owner desires to board goats with Agister and to have Agister pasture, care for, and milk the Herd. The entire sum of \$110 is to be paid with the execution of this Agreement.

Shares of Milk

The Owner shall pick up milk products on the day scheduled by Agister or as previously arranged. If Owner does not pick up milk products on the farm within seven (7) days after scheduled date, Agister may dispense with the products. If not picked up within seven (7) days from a drop site, Agister may dispense with the products.

Owner understands and acknowledges that raw milk and milk products may contain harmful pathogens and that its consumption is not recommended by the Centers for Disease Control (CDC), the Food and Drug Administration (FDA), or the Virginia Department of Agriculture and Consumer Services (VDACS). Owner understands that Agister's dairy is not regulated by the Commonwealth of Virginia and is not subject to inspection by VDACS. Owner agrees that Owner will educate Owner's family members about the risks associated with the consumption of raw milk and milk products and with the improper storage of raw milk and milk products.

Owner understands and acknowledges that there are or may be risks of harm encountered in visiting or entering Agister's premises or any other premises where the Herd is located including but not limited to visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd.

By signing this Agreement, Owner hereby knowingly and voluntarily assumes the risk of any and all such harm and also hereby waives any and all right to make, file, or pursue any claims, demands, suits, actions, causes of action, damages, etc. against the other Herd Owners, Agister or Agister's agents that arise out of or in any way relates to any injury, illness, death, loss or damage caused, in whole or in part, by (1) the handling or consumption of raw milk and milk products produced by the Herd, and/or (2) visiting or entering upon Agister's premises.

Agister and Owner acknowledge that the **unlicensed sale** of raw milk and milk products is prohibited by the **Commonwealth of Virginia**. Under no circumstances shall either Agister or Owner transfer the ownership or possession of any raw milk production from the Herd in any transaction that would constitute a sale of milk or milk products in violation of the statutes of the **Commonwealth of**

Virginia. Agister and Owner each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties that are incurred by the other because of a breach of the provisions of this Section.

Duties of Agister

In addition to any other duties provided in this Agreement, Agister shall have the following duties in connection with the boarding of the Herd:

- A. To maintain and care for the Herd using sound practices in accordance with generally accepted health standards and operating standards applicable to the care of female caprines and the handling of milk produced by them;
- B. To manage the Herd for and on behalf of the Herd Owners and to acquire and dispose of goats as shall be necessary to maintain the health and productive capacity of the Herd;
- C. To pay all expenses for maintaining and caring for the Herd as required above;
- D. To provide periodic reports to Owner regarding condition of the Herd.

Arbitration of Disputes

All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement (other than a claim of nonpayment) are subject to arbitration. Either party may serve on the other a written demand for arbitration within one hundred eighty (180) days after the dispute first arises. The arbitration shall be conducted by three arbitrators (one appointed by Seller/Agister, one by Owner, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay its own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

Termination

This Agreement may be terminated by Agister or Owner upon thirty (30) days' written notice. Upon termination of this Agreement by either party, Agister shall purchase shares at the price originally paid.

This Agreement shall be construed exclusively in accordance with the laws of the ***Commonwealth of Virginia.***

Seller:

Dennis & Sarah Williams

Signature: _____

Date: _____

Bees Knees Farm, LLC

3747 Custis Millpond Rd

West Point, Virginia 23181

(804) 885-5843

Buyer:

Name: _____

Signature: _____

Date: _____

Address: _____

Phone(s): _____