

**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 **fifty dollars (\$50.00)** 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 **one hundred and five (105) shares**. The Herd is located at **3747 Custis Millpond Rd, West Point, Virginia, 23181** and presently consists of **fifteen (15)** goats in milk (as listed in the **Herdshare Guide**). 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 weekly milk production from the Herd, and first right of refusal in the purchase of goats of the Herd and/or their offspring. 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 **forty dollars (\$40.00)** per month per share; Owner desires to board goats with Agister and to have Agister pasture, care for, and milk the Herd. The first month's boarding fee is to be paid with the execution of this Agreement. Thereafter, the boarding fee shall be paid by Owner to Agister, in advance, on or before the tenth day of each month during the time this Agreement is in effect. Agister may at his discretion adjust the boarding fee once each year to cover any increased expense of boarding and caring for the Herd.

Shares of Milk

The Owner shall pick up milk on the day scheduled by Agister or as previously arranged. If Owner does not pick up milk on the farm within seven (7) days after scheduled date, Agister may dispense with milk. If not picked up within seven (7) days from a drop site, Agister may dispense with milk. A **five (\$5) dollar** monthly fee is due when board is paid for all off-farm drop sites or deliveries.

Owner shall agree to wash and return containers when they pick up milk. A **five (\$5) dollar** fee will be assessed for return of dirty containers, and a ten (\$10) dollar fee will be assessed for replacement of broken or cracked containers. Owner may only return and exchange containers that were supplied by Agister.

Owner understands 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). 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 with the improper storage of raw milk.

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 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 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 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 minus a processing fee of **ten (\$10)** dollars. Owner will return any containers prior to share buyback.

Owner agrees that in the event the payments for which Owner is liable are not paid within the time provided, Agister may acquire Owner's interest in the Herd in satisfaction of the debt, ten (10) days after having notified Owner in writing.

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

<u>Seller:</u>	<u>Buyer:</u>
Dennis & Sarah Williams	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Bees Knees Farm, LLC	Address: _____
3747 Custis Millpond Rd	_____
West Point, Virginia 23181	_____
(804) 885-5843	Phone(s): _____