

OVER THE GRASS FARM LLC COW BOARDING AGREEMENT

This Cow Boarding Agreement is entered into by and between Over the Grass Farm LLC (hereinafter "OTGF"), P.O. Box 398, (6485 Rock Hill Mill Rd), The Plains, Virginia 20198 and _____(hereinafter "Owner").

WHEREAS, for the purpose of this Agreement, the designated Owner is deemed to be the part owner of a *Cow Share* with _____ share(s) every _____.

WHEREAS, the Owner wishes to board the cow at OTGF and to have OTGF milk the cow.

NOW THEREFORE, in full consideration of the foregoing, and the covenants and promises hereinafter set out, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto; it is hereby agreed as follows:

Over the Grass Farm Agrees that:

1. Boarding – OTGF will feed, water and care for the cow in accordance with good barn management practice.
2. Milking – OTGF will milk cow daily.
3. Distribute – OTGF will, bottle your milk into your clean, dry containers and store them in cooler until pickup. Owner will return weekly, **clean, dry containers** clearly marked with Owner's name. If milk is not picked up, by the next scheduled pickup, OTGF is not responsible. These may be rented from the farm at a one time fee of \$8 per jar (1/2 gallon). A fee may be charged if jars are not clean when they are returned.

Owner Agrees that:

1. Annually, Cow Share Owner shall pay OTGF **\$40.00 (non-refundable) per cow share** when contract is signed. Contract is good for one year from date signed and will be **automatically** renewed each year unless we received 30 day written notice.
2. Owner will pay boarding by the first day of each month in the amount of **\$35.00 per share**, per month. OTGF does not send out bills or reminders. Payment is due by the first of each month or late fees will apply.
3. Owner will pick up milk from his/her cow share once a week unless otherwise designated.
4. Neither OTGF, its employees, officers or agents shall be liable for any disease, accident, injury, or death of *Cow Share*, from any cause whatsoever, neither shall OTGF, its officer, employees or agents be liable for any injury or damage to any person, animal or property caused by *Cow Share*, Owner, his

or her agents or employees, from any cause whatsoever. Owner agrees to indemnify OTGF and its officer, employees and agents against any claim for any damages to any person, animal or property caused by *Cow Share*, Owner, his or her agents or employees.

5. Owner enters the premises of Over the Grass Farm LLC solely at his/her own risk; OTGF shall bear no liability for injury to Owner or damage to Owner's property.

Owner and OTGF mutually agree that :

1. The term of this contract is one year from the date hereof and owner may renew at such time. Should our board cost increase this will be reflected by an increase in boarding fees.
2. Any calves born to *Cow* are the sole property of OTGF.
3. If Owner wishes to leave the cow share program, Owner agrees to give OTGF **30 days written notice** and all boarding fees must be current before leaving the program.

This agreement may be terminated by either party giving (30) thirty days written notice to the other. This document constitutes the entire agreement between the parties, and there are not other agreements between them. This agreement shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. All terms and conditions of this agreement shall be binding on the parties, their successors, assigns, heirs, administrators, agents, and personal representatives.

Signature of Owner

Date

Address: _____

Telephone #: _____

E-mail: _____

BY: _____

Over the Grass Farm LLC

/ /2015 _____

Date