

BOVINE AGISTMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, _____, by and between McGreen Acres LLC (“Agister”) and _____ (“Owner”) is a boarding contract.

RECITALS

Agister possesses dairy facilities at 2414 Westmoreland Road, Red Oak, TX 75154 (the “Dairy Facilities”), for the holding, care, handling, and milking of dairy cows. Owner wishes to board the cow(s) constituting his/her undivided interest in the herd of dairy cows (the “Herd”) at the Dairy Facilities.

Agister has agreed to provide care and boarding for the Herd at the Dairy Facilities for a fee of Forty-Five Dollars (\$45.00) per month per share, on behalf of the Owner (together with all other Herd Owners also entering into a similar agreement with Agister).

The parties agree as follows:

1. Definitions. In addition to other terms defined in this Agreement, for purposes of this Agreement, the words:
 - A. “Agister” shall mean McGreen Acres LLC.
 - B. “Agistment” shall mean pasturing, feeding, maintaining, caring for, and milking the Herd at the Dairy Facilities, and making available the Herd’s milk production for the Herd Owners.
 - C. “Herd” shall mean the dairy cows referred to above, augmented annually by any increases (male or female) and replacements, and diminished annually by any decreases.
 - D. “Herd Agreements” shall mean, collectively, this Agreement and all other similar agreements signed by all other Owners of the Herd.
 - E. “Owner” shall mean a person who possesses an undivided interest in the Herd.
 - F. “Herd Owners” shall mean, collectively, all of the Owners of undivided interests in the Herd.
 - G. “Percentage Interest” shall mean the undivided percentage interest of Owner (or another person) in the Herd determined by dividing the total number of the Owner’s (or other person’s) shares in the Herd by the total number of shares authorized to be sold in the Herd.
2. Share(s) of the Herd.
 - A. As evidenced by the document attached hereto and titled Bovine Bill of Sale, Owner has purchased _____ share(s) in the Herd at Fifteen Dollars (\$15.00) per share.
 - B. Owner expressly disclaims any ownership rights to any calves that may be born into the Herd from time to time or meat that may be harvested. Owner acknowledges that calves may or may not become a part of the Herd at the Agister’s discretion and, if the Agister sells the calves, Owner expressly disclaims any interest in the proceeds from that sale.
3. Boarding Fees.
 - A. Owner shall pay to Agister a monthly care and boarding fee of Forty-Five Dollars (\$45.00) per share, owned by Owner. The first month’s fee is to be paid with the execution of this

Agreement, and Owner agrees s/he is thereafter responsible for paying the fee each month when milk shares are picked up, and even if milk shares are not picked up. The date that milk shares are picked up will be set by the Agister based on availability of milk and may be subject to change based on supply. If Owner does not pick up his/her milk share within two (2) days after scheduled date, milk may be disposed of as Agister prefers and as permitted by law. The parties agree that the amount of the care and boarding fee set forth herein is a fair and reasonable charge for the services and supplies to be provided by Agister to Owner under this Agreement. Payment shall be made by cash, check, PayPal, Venmo, or other method agreed upon by the parties.

B. Agister may, at its discretion, adjust the fee up to twice per calendar year to cover any increased expense of boarding and caring for the Herd, such increase not to exceed 25% annually. If Agister determines, or Owner requests, any special services beyond those required under this Agreement, Agister will inform Owner of the amount of additional charges to be paid by Owner.

4. Allocation of Milk.

A. It is estimated that one share will typically yield one half (1/2) gallon per week of the Herd's milk production, but the actual amount Owner receives will be based on the actual production, which will vary.

B. Owner shall provide clean glass jars and lids for the storage of milk. Owner assumes all responsibility for cleaning the jars and lids prior to refilling. The providing of clean jars and lids by Owner is a condition of this Agreement.

C. The dates and times for milk pickup will be agreed upon in advance between the parties and shall thereafter remain consistent each week. Owner agrees to receive his/her share of milk directly and in person. Agister will not release Owner's milk to anyone but the Owner, or the Owner's agents.

D. Owner agrees that all milk obtained from the Herd will be used only for consumption by Owner and his/her immediate family, and accepts all risk and responsibility of consumption by anyone, including but not limited to himself/herself and his/her immediate family.

E. On request, the Owner may have Agister produce cow milk cream, yogurt, or other products with the Owner's share of milk, and the parties will enter into an additional agreement for prices for such labor.

5. Duties of Agister. Agister's duties under this Agreement shall include:

A. Boarding the Herd at the Dairy Facilities, and maintaining and caring for the Herd pursuant to the aspirational herd health protocols attached to this Agreement to the extent possible (**Exhibit A**);

B. Managing the Herd for the Herd Owners and acquiring and disposing of cows as needed to maintain the health and production of the Herd;

C. Paying all expenses to maintain and care for the Herd as required above, except that Owner shall pay pro rata on a per share basis extraordinary veterinary expenses, which include, but are not limited to, all tests conducted in accordance with **Exhibit A**; and

D. Providing appropriate reports to apprise Owner of the condition, health, and performance of the Herd.

6. Prohibited Sales of Milk/Indemnification. Agister and Owner acknowledge that certain sales of raw milk are prohibited by the State of Texas. Under no circumstances shall either Agister or Owner transfer the ownership or possession of any raw milk produced by the Herd in any transaction that would constitute a sale of milk in violation of the statutes of the State of Texas and/or the rules of any state agency. Agister and Owner each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties incurred by the other because of a breach of the provisions of this Paragraph by the indemnifying party. Agister and Owner also understand that herd share agreements such as this one are recognized by the State of Texas under Chapter 217 of Title 25, Texas Administrative Code.

7. Enforcement. Owner shall timely pay the care and boarding fee and agrees that if payments are not paid when due, or as otherwise arranged with the Agister, Agister may, ten (10) business days after having notified Owner in writing, dispose of Owner's interest in the Herd at public or private sale, or Agister may acquire Owner's interest in the Herd in satisfaction of the debt.

8. Ownership.

A. Owner agrees that ownership in the Herd does not entitle Owner to any rights in real or personal property owned by the Agister or Farm.

B. Owner and Owner's immediate family may visit the Dairy Facilities where the Herd is boarded by prior appointment only and agrees that s/he may only visit the Dairy Facilities under the supervision, and with the express permission of the Agister.

9. Owner's Assumption of Risk and Waiver of Claims.

A. 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), and the Texas Department of State Health Services. Owner agrees to educate Owner's family members and guests about the risks of consuming or improperly storing raw milk and releases Agister from any responsibility for the education of Owner's family members or guests.

B. Owner acknowledges that there may be risks of harm when entering Agister's premises, including but not limited to proximity to farm equipment, and visiting and/or interacting with the Herd and other farm animals.

C. 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 any of Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that may arise out of, or in any way relate, to any injury, illness, death, loss or damage:

(1) caused to the Owner, in whole or in part, by (a) the handling or consumption of raw milk produced by the Herd; or (b) visiting or entering upon Agister's premises or any premises where the Herd is located; or (2) caused to the Herd, in whole or in part, by the care and/or boarding of the Herd by Agister.

10. Indemnification. Owner shall indemnify, defend, and hold harmless Agister and Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors and all other Herd Owners against any and all demands, claims, liabilities, suits, actions, causes of action, etc. for any injury, illness, death, loss, costs, or damage that arises out of or relates in any way to (1) any handling, consumption, or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Owner, (2) the visit of any person that Owner brings to or causes to visit Agister's premises or any premises where the Herd is located, and/or (3) any failure on the part of Owner to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Agister that are authorized or permitted by this Agreement.

11. Claims. Should either Agister or Owner seek to assert any claim against the other for any reason in connection with their duties and responsibilities in this Agreement, other than a claim of nonpayment under **Section 7**, the nature of the claim shall be made in writing and served on the other party within one hundred eighty (180) calendar days of learning of the circumstances giving rise to the claim. Otherwise, such claim shall be waived.

12. Arbitration of Disputes. All disputes, claims, and questions regarding the parties' rights and obligations under this Agreement (other than a claim of nonpayment under **Section 7**) are subject to arbitration. A written demand for arbitration may be served by either party on the other within one hundred eighty (180) calendar days after the dispute first arises, including any demand for arbitration served in compliance with a written claim made pursuant to **Section 11**. The parties shall agree on an arbitrator in accordance with the rules of the American Arbitration Association, and each party shall pay its own arbitration costs, except the costs of the arbitrators shall be shared equally.

13. Termination.

A. This Agreement may be terminated by either party upon written notice served by email or by mail to the email address or street address of each party to the Agreement. Such notice shall be given not less than thirty (30) calendar days prior to the date of termination unless caused by catastrophic loss of Herd animals or due to acts of God, and in such case, notice shall be as soon as practicable. Notice shall be given in writing by mail or email to the address of each party provided in this Agreement and shall expressly state the date that termination is effective.

B. Upon termination of this Agreement by Agister, Owner may demand that Agister purchase Owner's shares at the price originally paid.

14. First Right of Refusal. This Agreement may be terminated by either party upon written notice served by email or by mail to the email address or street address of each party to the Agreement. Such notice shall be given not less than thirty (30) calendar days prior to the date of termination unless caused by catastrophic loss of Herd animals or due to acts of God, and in such case, notice shall be as soon as

practicable. Notice shall be given in writing by mail or email to the address of each party provided in this Agreement and shall expressly state the date that termination is effective.

15. Force Majeure. Neither Agister nor Owner shall be responsible for any delay or failure of his/her performance under this Agreement if caused by any matter beyond the control of that party, including, but not limited to: government regulations, public emergency, public health emergency or necessity, herd diseases that result in quarantines or depopulation, legal restrictions, labor disputes and actions related thereto, riot, war, or insurrection, and windstorms, rainstorms, ice storms, snowstorms, floods or any other acts of God.

16. Miscellaneous.

A. Construction. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and gender neutral; the singular, the plural; and vice versa.

B. Governing Law. This Agreement is being executed, delivered, and shall be construed in accordance with and governed by the laws of the State of Texas.

C. Severability. If any provision(s) of this Agreement is invalid, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

D. Waiver. No express or implied assent or waiver to a breach of any one or more of the provisions above shall constitute a waiver of any succeeding breach.

E. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date or dates described above.

For Agister	Date	Owner	Date
Print Name:		Print Name:	
Address:		Address:	
Email Address:		Email Address:	

Farm Operating Standards and Herd Health Protocols

Agister hereby agrees to operate McGreen Acres, located at 2414 Westmoreland Road, Red Oak, TX 75154 (the "Farm"), under the general standards below, which are subject to change:

1. Dairy animals will be kept clean and milked in clean stables/parlors where rodents, flies, and manure will be controlled, and the Farm will not be littered with dead livestock or have persistent standing water or mud near milking areas.
2. Milk will never be produced for consumption from any dairy animal with any apparent illness or from any animal treated with antibiotics or other drugs that require a withdrawal period. If a dairy animal is treated with drugs for illness, milk produced from the treated dairy animal will be discarded during the withdrawal period specified by the drug's manufacturer. If a dairy animal is treated with antibiotics, then milk will be tested and found to be antibiotic-free before returning to milk line.
3. Animals will be tested as deemed necessary by Agister for BLV, Johnes, and Brucellosis. Inquire with the Agister for further details.
4. Dairy animals will be fed a predominantly pasture- and/or hay- or forage-based diet depending on climate conditions.
5. The Farm will, upon request, advise Owner concerning the appropriate handling of milk produced by animals boarded at the Farm.
6. If Owner becomes aware of specific instances in which these standards, contained within Exhibit A, are not being met, Owner will promptly notify Agister regarding these instances and Agister will make reasonable efforts to take corrective action or advise owner of corrective actions currently being taken.
7. If provisions within Exhibit A are not met, it will not constitute a breach of contract.

For Agister
Date

Print
Name:

Owner	Date
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Print
Name: