

2014 Fall Creek Farms Herd Share Agreement & Bill of Sale

This agreement between Fall Creek Farms (seller) and _____ (buyer) is entered into on _____.

The buyer purchases _____ share(s) in our herd at Fall Creek Farms™ at \$50 per share (which includes purchase of a case of bottles) giving buyer limited interest, shared with others of co-ownership in the herd. The buyer understands that the seller retains a majority interest in the shares of this herd. The buyer does not obtain any interest or rights to the kids that are birthed in this herd. Furthermore, the buyer understands that he/she has no rights concerning the day to day operations involving the herd, or any decisions made by the seller regarding its maintenance, housing, pasturing, or health care. The seller retains the right to make all such decisions, as well as decisions deemed necessary regarding the purchasing or disposing of any animals in the herd.

The buyer agrees to pay a weekly fee of \$8.00 for the care and boarding of the herd. Buyer is entitled to receive a proportional share of the milk produced by the herd as long as their fee is paid. The buyer has discussed and agreed to the delivery option with the seller.

The buyer may visit the herd as arranged with the seller. Seller will offer reasonable educational opportunities for the buyer to understand and appreciate the herd and dairy farming.

Buyer's assumption of Risks and Waiver of Claims: Buyer understands and acknowledges that there may be risks of harm encountered in consuming raw milk; in visiting and/or interacting with the Herd and/or animals that may be found in the vicinity, in visiting or entering upon the type of premises where the Herd is found; and in being on the same premises as the types of equipment, tools, etc. that are likely to be found upon the type of premises where the Herd is found. By signing this agreement, the Buyer hereby knowingly and voluntarily assumes the risk of any and all such harm and also waives any and all right to make, file, or pursue any claim, demand, suit, action, cause of action, damages, etc. against Seller or any of Seller's agent, employees, lessors, lessees, vendors etc. that arises out of or relates to any harm encountered or caused, in whole or in part, by, consuming raw milk; visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd; visiting or entering upon the premises where the Herd is found, or encountering equipment, tools, etc. that are found upon the premises where the Herd is found.

Dated _____ Buyer (sign) _____

Seller _____ Buyer (print) _____