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Boarding & Service Agreement

Becker Farms (“Seller”) and _____ (“Buyer / Owner”) agree as follows:

1. Buyer, upon payment of \$25 per herd share desired, becomes a shareholder in the BECKER FARMS dairy herd. Buyer may sell back any or all herd shares to the Seller for a full refund with 30 days notice provided.
2. Seller agrees to sell ____ herd share(s) to Buyer. One herd share is defined as 1/40th the value of one milking cow. Buyer is not assigned to a particular cow in the BECKER FARMS herd.
3. Buyer agrees to pay for the care, maintenance, boarding, feeding and labor of his/her cow(s) for the complete duration of his/her ownership in the Seller’s herd. Monthly fees for said care are: \$ 20 per share of the herd (this fee may be subject to change with notice). The first month’s boarding and service fee shall be paid upon execution of this agreement. Thereafter, the boarding and service fee shall be paid by the Buyer to BECKER FARMS, in advance, on or before the first day of each month for as long as the agreement is in effect. The Buyer agrees to pay, a \$10 late fee if the service fee is received after the tenth day of any month that such boarding and service fee is due.
4. In the event that the Buyer does not pay the boarding fee for one month, BECKER FARMS may terminate this agreement with Buyer by giving 30 days written notice. In the event of termination of this agreement, Buyer’s shares will revert to BECKER FARMS, and BECKER FARMS may resell Buyer’s shares. Buyer waives any right to monies or other proceeds obtained by BECKER FARMS from such resale of shares.
5. If Buyer requests that BECKER FARMS perform any additional services beyond the boarding required, Seller and Buyer shall agree as to the amount of additional charges, if any, to be paid by Buyer to BECKER FARMS for the additional services.
6. One herd share entitles the Buyer to 1/40th production of milk of one cow in the BECKER FARMS herd. The BECKER FARMS herd average is 20 gallons a week per cow, or approximately one, half gallon per herd share per week.
7. Milking cows go through different stages of lactation throughout their lifetimes:
 - a. Breeding: At BECKER FARMS, dairy cows are artificially inseminated.

- b. Dry period: The milk cow is given 2 months of dry time in which she is not milked. This gives her body rest before her calf is born.
- c. Springer: This term is used for a cow or heifer when she is near the end of her gestation, just before she has her calf. Normal gestation is 9 months.
- d. Freshening: This is the time in a cow's lactation when the calf has just been born and she starts producing colostrum, then milk.

8. Seller reserves the right to determine the appropriate care and treatment of every cow in the BECKER FARMS herd on an individual basis as seen fit by the Seller. BECKER FARMS shall maintain and care for the herd using sound management practices, and shall assume responsibility for all expenses attributable to such maintenance and care.

9. If a cow in the BECKER FARMS herd was not bred within the appropriate calving window of time, the owners of BECKER FARMS will make a decision as to whether or not that cow will be sold and replaced with a cow in the calving window or if she will remain in the herd as a dry cow until she freshens.

10. All calves born in the BECKER FARMS herd are owned by the Seller.

11. If a cow in the BECKER FARMS herd is no longer productive as determined by the Seller, she will be sold. The money obtained from her sale will be placed in the "Cow Replacement Fund" so that another cow may be purchased and added to the herd in a timely fashion.

12. The Buyer acknowledges the uncertainty of farming.

13. Buyer is entitled to enter Seller's farm premises at reasonable hours on appointed days of the week to pick up the milk that their share produces. However, the Buyer shall not enter the premises, nor permit another to enter the premises, unless accompanied by a representative of BECKER FARMS. Buyer, who chooses to pick-up their share at one of our drop sites, will need to pick-up during their store hours.

14. Buyer may pick up milk once a week or every other week. If Buyer fails to retrieve his production on the designated day and time, BECKER FARMS or owner of the drop site may, without notice to owner, dispose of owner's share of milk.

15. Buyer may designate an individual to pick up their share of milk. However, Buyer needs to inform BECKER FARMS when someone other than the Buyer is picking up the milk.

16. Buyer 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), the Indiana Department of Agriculture (IDA), and Indiana Department of Health. Buyer agrees that he/she is personally assuming the liability for the consumption of fresh unprocessed milk and will educate Buyer's family members who may also consume the milk on a regular basis. This relieves BECKER FARMS of this responsibility.

17. If Buyer believes that the milk may be spoiled or contaminated in any way, Buyer agrees to notify BECKER FARMS IMMEDIATELY, so that BECKER FARMS can determine whether it is necessary to notify all Herd Owners.

18. Buyer understands that it is illegal to sell raw milk. Buyer warrants that all fresh, unprocessed milk obtained by Buyer is for his/her own personal use and for no other purpose.

19. Buyer understands that the Seller takes cleanliness extremely seriously and has appropriate processes in place regarding safe milk handling. Buyer understands that BECKER FARMS is fully self-regulated and is not regulated by the State of Indiana and is not subject to inspection.

20. For sanitary reasons, BECKER FARMS will put Buyer's share of milk in new plastic containers that BECKER FARMS will provide.

21. This agreement shall take effect on _____. This agreement shall remain in effect until either the Buyer or Seller wishes to terminate this agreement.

22. This agreement will be interpreted and enforced in accordance to the laws of the State of Indiana.

23. By signing this agreement, the Buyer hereby waives any and all right to make, file, or pursue any claims, demands, suits, actions, causes of action, damages, etc. against other Cow Owners, owners of drop site locations, farm stores and entities, Becker Farms, Kyle and Emily Becker, and any other individual of Becker Farms for any liability, loss, damage, injury, expense, penalties, or death that are incurred.

Date: _____

(Signature of Buyer)

(Printed Name)

(Address)

(City, State, Zip)

(Telephone)

(Email)

Date: _____

Signature of Seller

BILL OF SALE

Becker Farms hereby sells to Buyer:

Printed Name of Buyer

Address of Buyer

An undivided interest of _____ share(s) in a herd of dairy cows, whose ownership is presently divided into forty shares per dairy cow, at a sum of twenty five dollars (\$25) per share. With this Bill of Sale, the Buyer agrees to the Boarding Service Agreement, at a monthly cost of twenty dollars (\$20) per share, for a total of \$ _____, which amount Buyer agrees to pay upon execution of this Bill of Sale.

IN WITNESS WHEREOF, Buyer and Seller have executed this Bill of Sale this _____ day of _____, in the year _____.

(Signature of Seller)

(Signature of Buyer)