

# New Horizon Farm

## Sale of Cow Herd Share Agreement

New Horizon Farm (“Seller”) and \_\_\_\_\_ (“Buyer”) agree as follows:

1. Seller agrees to sell \_\_\_\_ herd share(s) to Buyer. One herd share is defined as 1/35th the value of one Registered Holstein milking cow. Buyer is not assigned to a particular cow in the New Horizon Farm herd.
2. One herd share purchase price is \$50.00 (one-time fee) with a \$25 monthly boarding fee, which entitles buyer one gallon of milk a week. Two shares would be a one-time fee of \$100 with a \$45 monthly boarding fee.
3. Buyer, upon payment of \$\_\_\_\_\_, becomes part owner of the New Horizon Farm herd.
4. Herd-shares are non-refundable/transferable after 12 months.
5. Buyer may transfer or sell part ownership of the herd, within first 12 months, by one of the two following methods:
  - a. Buyer may give Seller 30 days’ written notice of his intent to sell his/her share. The money for the initial purchase of the herd share does not have to be returned to the buyer until a new buyer has bought into New Horizon Farm.
  - b. Buyer may attempt to find a purchaser himself. Once the purchaser of Buyer’s share has transferred money to the initial Buyer and a contract with purchaser’s information is given to HNew Horizon Farm owners, then the Buyer is released of their ownership.
6. Milking cows go through different stages of lactation throughout their lifetimes:
  - a. Breeding: Breeding will be done by artificial insemination to a registered bull.
  - 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. This “dry period” varies depending on calving and breeding dates.
  - 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.
7. If a cow in the New Horizon Farm herd has not bred within the appropriate calving window of time, the owners of New Horizon Farm 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.
8. One herd share entitles Buyer to one gallon of fluid milk each week. Buyer is responsible to collect it on a weekly basis, on their assigned day of the week. Buyer is entitled to enter Seller’s farm premises at reasonable hours (7:00am – 10:00pm) to pick up products that their share produces. Buyers also have the option to pick up their products off the farm or have products delivered to their home for a minimal fee.
9. New Horizon Farm will provide plastic jugs at no cost to the Buyer. Buyers may provide their own glass containers at their expense and are responsible for bringing clean, sanitized jars to the Farm for filling.
10. New Horizon will not store customer jars or containers at the Farm.

11. Buyer is aware of the risks associated with the consumption of fresh unprocessed milk. 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 New Horizon Farm of this responsibility.
12. If Buyer believes he/she or a family member contracts an illness that could possibly originate from the milk, Buyer will contact Sellers immediately so that appropriate action can be taken.
13. Buyer understands that Sellers take cleanliness extremely seriously and have appropriate processes in place regarding safe milk handling.
14. 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.
15. If a cow in the New Horizon Farm herd is no longer productive as determined by the Sellers, she will be sold for beef. 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 New Horizon Farm herd in a timely fashion.
16. Calves produced by New Horizon Farm will be sold and funds placed into "cow and facility maintenance fund".
17. This contract will be interpreted and enforced in accordance with the laws of the State of Ohio.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

New Horizon Farm Seller:

Buyer:

\_\_\_\_\_

\_\_\_\_\_

Donald or Jackie Bickel

Contact information of Buyer:

Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_