



Black Barn Hollow - Bill of Sale and Agistment Agreement

CAPRINE BILL OF SALE

of an Undivided Interest in a Herd

Black Barn Hollow LLC ("Seller"), whose address is 3776 Woods Road, Sedalia, CO 80135, for valuable consideration of the sum of (number of shares x cost) Dollars (\$), at the cost of Sixty Dollars (\$60.00) per share, received upon execution of this instrument by ("Buyer"), and acknowledged by the parties as sufficient, does sell to the Buyer the following property:

An undivided interest in a herd of goats ("Herd") representing an ownership interest in shares out of a total number of one hundred twenty (120) shares in the Herd. The Herd is located at 3776 Woods Road, Sedalia, CO 80135 and consists of twenty one (21) goats. The Herd shall include any increases, decreases, or replacements. Goats may be culled or removed from the Herd when such removal or culling is deemed necessary in the sole discretion of the Seller.

Seller warrants that at time of sale Seller has full legal and equitable ownership of the Herd and that the Herd is not subject to any liens or security interests (recorded or unrecorded) of any lender or other third party.

Buyer's interest in the Herd includes a share of the weekly milk production from the Herd. The amount of milk production attributable to Buyer's undivided interest shall be an amount that is equivalent to Buyer's percentage ownership interest in the Herd. This percentage is based on the Herd's historical and projected milk production. For example, if the Herd produces 4 gallons of milk per week, and Buyer owns 14% of the Herd, then Buyer is entitled to 14% of the 4 gallons of milk produced by the Herd for that week.

Buyer cannot sell or transfer herd ownership share(s). Rights to weekly milk production must be renewed annually through paying the agistment costs and any required fees. Buyer can choose to stop participating in Herd Share by notifying Seller and will forfeit their shares and rights to milk production at that time.

Risk of loss concerning the Herd Shares sold under this Agreement will pass from Seller to Buyer upon the signing of this Agreement. Seller shall not be liable to Buyer for any loss of or damage to the Herd.

This Agreement shall be construed exclusively in accordance with the laws of the State of Colorado.

IN WITNESS whereof Seller has executed this Bill of Sale this **day of (date of herdshare purchase), .**

Seller's Name: Landon Harmon

Phone Number: 720-837-6689

Email Address: blackbarnhollow@gmail.com

Address:

3776 Woods Road

Sedalia, CO 80135

(Buyer Name)

(Buyer Phone Number)

(Buyer Address)

CAPRINE AGISTMENT AGREEMENT

THIS AGREEMENT, made this **day of (date of herdshare purchase),** by and between Black Barn Hollow LLC ("Agister") and ("Owner") is a boarding contract.

RECITALS

Agister possesses dairy facilities at 3776 Woods Road, Sedalia, CO 80135 (the "Dairy Facilities") for the holding, care, handling, and milking of dairy goats. Owner is an end consumer of milk and wishes to board the goat(s) constituting his/her undivided interest in the herd of dairy goats (the "Herd") at the Dairy Facilities.

Agister agrees to provide care and boarding for the Herd at the Dairy Facilities for a fee of Fifteen Dollars (\$18.00) per week 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" means Black Barn Hollow LLC.
 - b. "Agistment" means 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" means the dairy goats referred to above, augmented annually by any increases (male or female) and replacements, and diminished annually by any decreases. The Herd shall not include kids born to females in the Herd.
 - d. "Herd Agreements" means, collectively, this Agreement and all other similar agreements signed by all other Owners of the Herd.

- e. "Owner" means a person who possesses an undivided interest in the Herd.
- f. "Herd Owners" means, collectively, all of the Owners of undivided interests in the Herd.
- g. "Percentage Interest" means the undivided percentage interest of Owner in the Herd determined by dividing the total number of the Owner'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 Caprine Bill of Sale, Owner has purchased share(s) in the Herd at Sixty Dollars (\$60.00) per share.
- b. Owner expressly disclaims any ownership rights to any kids that may be born into the Herd from time to time or meat that may be harvested. Owner acknowledges that these kids may become a part of the Herd at the Agister's discretion.

3. Boarding Fees.

- a. Owner shall pay to Agister a weekly care and boarding fee of Fifteen Dollars (\$18.00) per share owned by Owner, by choosing a season Subscription. The season or first week's fee is to be paid with the execution of the subscription agreement. Owner shall pay Agister the boarding fee through the end of the milking season as noted for Subscriptions. 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. Payment shall be made by cash, credit card, Venmo, PayPal 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 twenty-five percent (25%) annually. Such increase will only go in effect after at least sixty (60) days' notice to Owner by Agister. If Agister gives notice of an increase in the boarding fee, Owner may exercise the option to terminate under Section 13 of this Agreement.
- c. Agister may require an annual renewal for Herdshare management and store maintenance cost. If required, this cost will be due at the time of subscription purchase.

4. Allocation of Milk and Owner's Duties Regarding Containers.

- a. Agister estimates 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. There can be no guaranty of production.
- b. Agister shall provide glass jars with lids for the storage of milk. For any jars not returned, Agister will collect a fee of Five Dollars (\$5.00) per jar. Owner assumes responsibility for cleaning and returning the jars and lids at each subsequent milk distribution in usable condition to Agister. The return of cleaned jars and lids 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 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 specifically represents and warrants to Agister that Owner has acquired his/her interest in the Herd

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

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 Farm Operating Standards and Herd Health Protocols attached to this Agreement (**Exhibit A**);
- b. Managing the Herd for the Herd Owners and acquiring and disposing of goats needed to maintain the health and production of the Herd;
- c. Paying all expenses for maintaining and caring for the Herd as required above, except Owner shall pay a pro rata portion of extraordinary veterinary expenses. Extraordinary veterinary expenses include, but are not limited to all tests conducted in accordance with the Farm Operating Standards and Herd Health Protocols;
- d. Providing appropriate reports to apprise Owner of the condition, health, and performance of the Herd;
- e. Registering with the Colorado department of public health and environment, pursuant to C.R.S. 25-5.5-117 et seq.; and
- f. 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.

6. No Sales of Milk and Warning Label.

- a. The sale of raw milk is illegal in Colorado. This Agreement is created pursuant to Colorado Revised Statutes Annotated § 25-5.5-117 and Owner and Agister both agree to abide by its requirements. This Agreement explicitly incorporates the Statute. Under no circumstances shall Owner transfer the ownership or possession of any raw milk production from the Herd.
- b. The Agister shall deliver a prominent warning statement that the milk is not pasteurized to the Owner with the milk or display the warning on a label affixed to the milk container.

7. Enforcement.

- a. 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.

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) or the Food and Drug Administration (FDA). Owner understands that the State of Colorado does not license or inspect the herd share portion of a dairy farm.

- b. Owner agrees that Owner will educate Owner's family members about the risks associated with the consumption of raw milk and with the improper storage of raw milk and releases Agister from any responsibility for education of Owner's family members or guests.
 - c. Owner understands and acknowledges that there are or may be risks of harm encountered in visiting or entering Agister's premises or any other premises where the Herd is located including but not limited to proximity to farm equipment and visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd.
 - d. 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, or subcontractors that arise out of or in any way relates to any injury, illness, death, loss or damage caused, in whole or in part, by (1) the handling or consumption of raw milk produced by the Herd, and/or (2) visiting or entering upon Agister's premises or any premises where the Herd is located.
 - e. In addition, Owner 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, or subcontractors that arise out of or in any way relates to any injury, illness, death, loss or damage to the Herd caused, in whole or in part, by the care and/or boarding of the Herd by Agister.
 - f. Owner also waives any claims of negligence against Herd Owners, Agister or any of Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, or subcontractors that arise out of or in any way relate to the subject matter of this Agreement.
10. Indemnification. Owner shall indemnify and defend and hold harmless Agister, Agister's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors and all other Herd Owners against any and all demands, claims, suits, actions, causes of action, etc. for any injury, illness, death, loss 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.
- a. 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.
- a. All disputes, claims, and questions regarding the parties' rights and obligations under this Agreement (other than a claim of nonpayment under **Section 7**) shall be determined by binding and non-appealable arbitration. The Parties waive their rights to bring suit in court, either federal or state. 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.

- b. The Parties recognize that all of the Herd Agreements are interdependent and cannot function without all interests in the Herd being connected. Therefore, the Parties agree that if any court or arbiter becomes involved in the subject matter of this Agreement, that they will request that the Court or arbiter make any transfer or assignment subject to the terms of the Herd Agreement.

13. Termination.

- a. This Agreement shall be effective upon execution and continue until terminated by either party upon written notice served by email, regular, or registered mail (return receipt requested) to the email or street address of each party provided in this Agreement no fewer than ten (10) calendar days prior to the expressly stated date of termination, unless caused by milking equipment failure, catastrophic loss of Herd animals or due to acts of God, and in such case notice shall be given as soon as practicable. Receipt shall be effective as of three days after mailing.
- b. Upon termination of a subscription by the Agister, the fees for subscription weeks not used will be refunded.
- c. Upon termination of this Agreement by Owner, shares will revert to Agister. Owner has no right to sell their share(s) to a third party.

14. 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, windstorms, rainstorms, ice storms, snowstorms, floods, or any other acts of God.

15. 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 Colorado.
- 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.
- f. **Jury Trial. By agreeing to arbitration, the PARTIES EXPLICITLY WAIVE THEIR RIGHTS TO A JURY TRIAL.**

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

Agister Name: Landon Harmon

Address: 3776 Woods Rd, Sedalia, CO 80135

Email Address: blackbarnhollow@gmail.com

(Owner Name)

(Owner Email Address)

Exhibit A

Farm Operating Standards and Herd Health Protocols

Agister hereby agrees to operate Black Barn Hollow, located at 3776 Woods Road, Sedalia, CO 80135 (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 are reasonably controlled.
2. The Herd will be fed a predominantly pasture, hay, or forage-based diet when possible, depending on climate conditions.
3. Animals shall be tested weekly for mastitis.
4. The Farm will, upon request, advise Herd Owner concerning the appropriate handling of milk produced by animals boarded at the Farm.
5. Agister reserves the right to withhold milk at their discretion if at any time Agister feels the milk is unsafe due to animal health or milk contamination.

Agister Name: Landon Harmon

(Owner Name)