



Jorasz Family Ranch  
5385 D Road, Bark River, MI 49807

## Herdshare Contract

Jorasz Family Ranch (“seller”) and \_\_\_\_\_ (“buyer”) agree as follows:

### 1. HERDSHARE AND PAYMENT

- a. Seller agrees to sell \_\_\_\_\_ share(s) of the cow herd to Buyer at the price of \$100 per share (\$50/half). This is a one-time fee, not refundable after 14 days of first milk delivery. This allows for a 14-day trial period. If buyer decided that the herd share is not working for them during the trial period, seller will buy-back the share/half share for above price.
- b. Seller reserves the right to discontinue the herd share/herd share program at any time, without notice, for any reason deemed appropriate by the Seller.
- c. If Buyer decides to end their herd share, Buyer is to give Seller 30 days’ notice. Buyer is not permitted to sell their herd share to any third party at any time.

### 2. BOARDING OF ANIMALS

- a. Seller agrees to provide care and boarding for the Buyer’s \_\_\_\_\_ whole milk share(s) of the cow herd on Seller’s farm for the cost of \$35 per month per share (\$18/mo for half). Initial \_\_\_\_\_  
OR
- b. For \_\_\_\_\_ Cream/Skim Share(s) Board: Rate \$45/ month per share, \$23/month per half share (these rates only for separated shares) Initial \_\_\_\_\_
- c. Care and boarding will include providing shelter, feed, water, and milking of cow daily. Buyer is not responsible for any additional fees incurred for the care of the animals, such as veterinarian costs.
- d. Board is due every month Agreement is in effect, whether or not milk is picked up. The herd requires care whether or not milk is picked up. Vacations or absences longer than four (4) consecutive weeks duration can be put on hold for up to six (6) months before a new herd share contract purchase is required.
- e. Seller reserves the right to two weeks off per year vacation- no delivery these weeks. We will give at least two weeks notice for these absences.
- f. Boarding fee shall be paid by Buyer to Seller, in advance, on or before the first day of each month during the time this Agreement is in effect. Payment may be made by cash, check or other agreed upon means. Milk delivery will be discontinued for accounts past 30 days delinquent.
- g. Seller may, at his discretion, adjust the boarding fee once each calendar year to cover any increased expense of boarding and caring for the Herd. Such increase will only go in effect after at least sixty (60) days’ notice to Buyer by Seller.
- h. Seller acknowledges that he will always maintain his premises and facilities in a good and safe condition that Buyer has cow boarded at his facility.
- i. Buyer expressly disclaims any ownership rights to any meat that may be harvested from the Herd from time to time. This is in deference to federal and state meat slaughtering laws which may be violated unintentionally through the distribution of meat.
- j. Buyer further understands and agrees that it may only enter the Seller’s premises under the supervision of the Seller, or with the express permission of the Seller.

3. COLLECTION AND STORAGE OF MILK

- a. Buyer will be entitled to approximately \_\_\_\_\_ gallon(s) of whole raw milk (and/or separated if applicable) per week from the Seller’s milk storage unit, to be retrieved and transported by Buyer at Buyer’s expense. Buyer will retrieve milk one time per week, at the pre-arranged location, not more than 50 weeks per year.
- b. The parties agree that because milk is a perishable product, should Buyer fail to retrieve his stored milk from Seller on weekly basis, Seller may, without notice to Buyer, dispose of the stored milk in any way Seller sees fit.
- c. Buyer is responsible to thoroughly clean containers for fluid milk before returning to the seller. Seller will sanitize jars before filling. Buyer shall also bring a cooler with ice or an ice pack for the transporting of their milk. Failure to return clean containers may result in the Owner forfeiting that distribution. We cannot guarantee availability of loaner jars.
- d. Milk will not be bottled more than 24 hrs when delivered to the pick-up point buy the Seller. Date bottled will be listed on the milk bottle lids. Buyer will allow seller to label milk bottles as needed.
- e. Preferred pick-up location: (Buyer initial their location choice)  
 \_\_\_\_\_ Farm (no charge) \_\_\_\_\_ Marquette/Rumely (add \$10/month full share, \$5/mo half share) \_\_\_\_\_ Norway (add \$5/mo)

4. INCLEMENT WEATHER- DELIVERY CONCERNS

- a. Milk storage units that are located outside may freeze in sub-zero temps. When the temperature is sustained below 32°, your milk may freeze if you are not able to pick up in a timely manner. Please make every effort to pick up milk as early in the day as possible during sub-zero cold spells. Outdoor temperature is beyond our control and we do not replace milk or bottles that are destroyed due to circumstances beyond our control.
- b. Milk delivery to Norway and Marquette may be delayed or cancelled due to hazardous road conditions. If local school systems/local events cancel due to weather, milk delivery will be rescheduled to the first available business day that road conditions are improved. If delivery that week (M-F) is impossible, this may result in a skipped delivery for that week.

5. USE AND LIABILITY

- a. Buyer warrants that all raw milk obtained by Buyer is for his own personal use only, and for no other purpose.
- b. Buyer agrees that Buyer is aware of any and all risks that may be associated with the use of raw milk and holds Seller harmless for any damages Buyer may incur by the use of raw milk. Buyer further agrees that Buyer will educate Buyer’s family members of the risks associated with the use of raw milk, and releases Seller from any responsibility for education of Buyer’s family members.
- c. Seller will not be responsible for any incidental, consequential, or special damages incurred as a result of the use of raw milk.

6. ENTIRE AGREEMENT

- a. This agreement represents the entire agreement between the two parties and may be modified only by writing signed by both parties.

Seller : \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_