

DAIRY HERD LEASE AGREEMENT

This lease agreement is made this day \_\_\_\_\_, 20\_\_ between Goshen Homestead [hereinafter "Lessor"], whose farm is located at 3261 Hayters Gap Road, Elk Garden, Virginia 24260 [hereinafter the "Farm"], and \_\_\_\_\_ [hereinafter "Lessee"] whose principal address is \_\_\_\_\_

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

- 1. Lease. Lessor transfers to Lessee, for a term of one (1) year from the date of the signing of this agreement, \_\_\_\_\_ share(s) (\_\_\_) leasehold interest in dairy herd [hereinafter the "Cows"]. This lease agreement shall automatically renew itself on the anniversary date unless Lessor or Lessee provide written notice of their intent to terminate the agreement at least ninety (90) days prior to that date.
2. Payment. Lessee shall pay Lessor \_\_\_\_\_ dollars (\$) at forty dollars (\$40.00) per share interest for the term of the lease, payable either in cash or in labor on the Farm for the term of the lease. For each subsequent renewal of the lease, Lessee shall pay fee at time of renewal.
3. Care of Cows. Lessor shall furnish all the feed, pasture, shelter, labor and equipment for caring of the Cows and shall pay necessary veterinary and medical expenses in connection with such cows. Lessor shall care for the Cows in a business-like manner consistent with practices generally accepted by dairy breeders in the community. Lessor shall not be liable to Lessee for any loss of or damage to the Cows or from anything resulting from the care of the Cows by Lessor.
4. Boarding Fee. Lessee shall pay Lessor \_\_\_\_\_ dollars (\$) at thirty-five dollars (\$35.00) per month per share interest, \_\_\_\_\_ dollars (\$) at twenty dollars (\$20.00) per month per half share interest, for Lessor's labor and expenses in carrying out the terms of this agreement. Payments are due at the first of every month. Lessee shall pay Lessor an agreed upon amount for any additional services requested by Lessee.
5. Ownership. The title and ownership of any animals furnished by Lessor and of their increase and of their replacements shall be retained by Lessor throughout the term of this lease.
6. Disposition of Milk. All milk produced by the original cows, replacements of such cows supplied by Lessor and the increase of either during the term of this lease agreement shall belong to Lessee. Any milk Lessee does not take Lessor may dispense with as permitted by law.
7. Delivery Services. Should Lessee request Lessor to deliver owned raw milk to established drops weekly, Lessee shall pay Lessor \_\_\_\_\_ dollars (\$4.00) per month for delivery services. Delivery services are in addition to the monthly boarding fee required under this Agreement. On farm pickup is always available and without charge.
8. Education. Lessee 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), or the Virginia Department of Agriculture and Consumer Services (VDACS). Lessee agrees to educate Lessee's family members about the risks associated with the consumption of raw milk and with the improper storage of raw milk. Lessee releases Lessor from any responsibility for such education.
9. Assumption of Risk and Waiver of Liability. Lessee acknowledges that there are or may be risks of harm encountered in visiting or entering the Farm or any other premises where the Cows are located including but not limited to visiting and/or interacting with the Cows and/or other animals that may be found in the vicinity of the Cows. Lessee hereby assumes the risk of any and all such harm and also hereby waives any and all right to make, file, or pursue any claim, demand, suit, action, cause of action, damages, etc. against the Lessor or any of Lessor's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arises out of or in any way relates to any injury, illness, death, loss or damage caused, in whole or in part, by (a) the handling or consumption of raw milk produced by the Cows, (b) the handling or consumption of raw dairy products that Lessor processes at Lessee's request from the milk produced by the Cows, (c) visiting or entering the Farm or any premises where the Cows are located, (d) the care and/or boarding of the Cows by Lessor.
10. Indemnity. Lessee shall indemnify and defend Lessor and shall hold harmless Lessor and Lessor's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. 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 relate in any way to (a) any handling, processing, consumption, or use of any milk produced by the Cows after it has been retrieved or otherwise obtained by Lessee, (b) the visit by any person that Lessee brings to or causes to visit the Farm or any premises where the Cows are located, (c) any failure on the part of Lessee to comply with the terms of this agreement or with any rules, procedures, directions, orders, etc. of Lessor that are authorized or permitted by this agreement.
11. Binding. The provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of Lessor and Lessee in like manner as on the original parties unless modified by mutual agreement.
12. Governing Law. This agreement shall be governed by construed and enforced in accordance with the laws of Virginia.
13. Rights of the Parties. The rights of each party under this agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior expressed written consent of the other party.
14. Severability. If, for any reason, any provision or provisions of this agreement are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those portions of this agreement which are valid.
15. Captions. The captions of sections and subsections contained in this agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.
16. Waiver. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

Executed this day \_\_\_\_\_, \_\_\_\_\_.

For Lessor - \_\_\_\_\_

Witness- \_\_\_\_\_

For Lessee - \_\_\_\_\_