

**Light Root Community Farm BOARDING CONTRACT**

THIS AGREEMENT is made and entered into to be effective as provided herein by and between Light Root Community Farm, whose address is 7715 Arapahoe Road, Boulder, CO 80303 (herein called LRCF), and,

(Shareholder's Name) \_\_\_\_\_,

whose address is:

(herein called "Border").

Street City Zip Code

**RECITALS**

1. LRCF is the owner of dairy facilities at **7715 Arapahoe Road, Boulder CO, 80303 (the "Farm")** for the holding, caring for, handling and milking of dairy cows (female bovines). Said facilities will be used for the boarding and milking on behalf of the Border and others of the dairy cows which will constitute the hereafter defined Herd.
2. Border is the owner of:  
An undivided interest of \_\_\_\_\_ (\_\_\_\_\_) shares in a herd (herein called the "Herd") of dairy cows (female bovines) located at the Farm, and all replacements and increase of the dairy cows, which herd constitutes and shall constitute all of the dairy cows, producing or dry, at that location.
3. Border (together with the owners of all the undivided interests in the Herd who are each entering into an agreement with LRCF substantially similar to this one) desires to board the Herd with LRCF and to have LRCF care for and milk the cows in the Herd and LRCF desires to take on the boarding obligation provided for in this Agreement.

**AGREEMENTS**

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the parties agree as follows:

1. **Definitions:** In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:
  - A. "Boarding" shall mean having possession of, feeding, maintaining and caring for the Herd, milking the Herd and preparing the production of milk from the Herd for pick up by Herd owners or their agent(s).
  - B. "Herd Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by the owners of the remaining undivided interests in the Herd.
  - C. "Herd Owners" shall mean collectively all of the owners of undivided interests in the Herd.
  - D. "Percentage Interest" shall mean the undivided percentage interest of Border (or another person) in the Herd determined by dividing the total number of the Boarder's (or other person's) undivided number of shares in the Herd by the total number of shares created and existing from time to time in the entire Herd.
2. **Delivery of Herd for Boarding.** Upon the execution of agreements substantially similar to this one by the owners of all the ownership interests in the Herd, (except interests retained by LRCF), LRCF shall take possession of the Herd for and on behalf of the owners
3. **Boarding Fees.**

A. For boarding the Boarder's undivided interest in the Herd, Border shall pay to LRCF a uniform monthly boarding fee equal to \$78.00 per share (\$39.00 per half share) of the herd owned by Border. The first month's boarding fee is being paid with the execution of this Agreement. Thereafter, the uniform boarding fee shall be paid by Border to LRCF, in advance, on or before the (10th) day of each month during the time this Agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by LRCF for its services to be provided to Border under this Agreement.

B. LRCF may change boarding fee by giving 30 days prior notice to Border in person or by mail or email transmission.

#### 4. Shares of Milk.

A. Border shall be entitled to receive the milk production from Boarder's undivided shares in the Herd. The milk production attributable to Boarder's undivided interest shall be equal to Boarder's Percentage Interest in the total weekly milk production from the Herd 1 gallon of milk per week. LRCF will use best efforts to cause Boarder to receive the same amount of milk per unit of herd ownership each week.

B. Boarder (or another Herd Owner acting for Border) shall pick up owners' share of milk production at LRCF at least one time per week (or more frequently if LRCF determines that to be necessary to preserve the milk for its owners) at times to be specified by LRCF; provided, that LRCF shall make every reasonable effort to make those times convenient for the Herd Owners by soliciting comments on scheduling from the Herd Owners. Border acknowledges that no person who is not a Herd Owner may pick up Boarder's share of milk production for Border.

5. Duties of LRCF: In addition to any other duties provided in this Agreement, LRCF shall have the following duties in connection with the boarding of the Herd:

A. To register the Farm with the Colorado Department of Public Health and Environment as required by law.

B. To receive the Herd for boarding at LRCF and to provide any other reasonable services required for in this Agreement or requested by the Herd Owners;

C. To maintain and care for the Herd using sound practices in accordance with the Herd Health Plan and Dairy Operating Standards attached to this Agreement. Border acknowledges receipt of the Herd Health Plan and Dairy Operating Standards, the provisions of which are incorporated into this Agreement by reference. Whether applicable to the operations of LRCF or not, LRCF shall also follow as closely as reasonably practicable to the requirements of the Colorado Health Laws and Regulations applicable to the caring of female bovines and the handling of milk productions from them;

D. To manage the Herd for and on behalf of the Herd Owners and to acquire and dispose of cows as shall be necessary to maintain the health and productive capacity of the Herd; E. To pay all expenses for maintaining and caring for the Herd as required above; F. To provide reports to Border as shall be appropriate to apprise Border of the condition of the Herd and any other information which LRCF believes will be useful to Border regarding the health and performance of the Herd with respect to Boarder's interest in the Herd, which reports shall include results of tests performed on the cows that produce Boarder's milk and an explanation of the tests and test results.

6. Special Services. In addition to the uniform boarding fee provided for in this agreement, should Boarder request LRCF to perform any special services beyond the boarding and milking required under this Agreement, Border and LRCF shall agree as to the amount of additional charges, if any, to be paid by Border to LRCF for the special services.
7. No Sales of Milk. Border and LRCF acknowledge that the sale of raw milk is prohibited by the State of Colorado. Under no circumstances shall either Boarder or LRCF transfer the ownership or possession of any raw milk production from the Herd in any transaction that would constitute a sale of milk in violation of the statutes of the State of Colorado or the regulations of the Colorado Department of Public Health and Environment. Border and LRCF each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provisions of this Section by the indemnifying party.

8. Lien for Charges: Enforcement.

- A. Border shall timely pay all expenses resulting from boarding and other charges resulting from the boarding and care of the Herd. LRCF shall have, and Border specifically grants to LRCF, a lien and security interest in the undivided interest of Border in the Herd for all unpaid boarding and other charges resulting from the boarding and care of the Herd and other services required or requested of LRCF by Border under and pursuant to this Agreement.
- B. Border agrees that in the event the charges due from the Border to LRCF are not paid within the time provided herein or otherwise agreed to between Border and LRCF, LRCF may exercise its lien rights, and in connection with such rights, may dispose of Boarder's interest in the Herd for any and all unpaid charges at public or private sale, with or without public notice or notice to Border of the sale, after ten (10) days notice to Border of the unpaid charges. In the event the sale does not secure a sufficient price to pay the charges due and any and all costs of the sale, Border shall pay to LRCF the difference within ten (10) days of demand by LRCF. Any amounts realized by LRCF at the sale, over and above charges due and any and all costs of the sale, shall be returned to the Border.

9. Ownership: Transfer.

A. Border specifically represents and warrants to LRCF that Border is the owner of the undivided interest in the Herd described in the recitals and has acquired the interest in the Herd for Boarder's own use and benefit and for no other purpose.

B. Border shall not transfer or assign any of Boarder's rights or interests in the Herd or under this Agreement without the prior written consent of LRCF, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Herd Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment. Border shall at no time and under no circumstance sell or exchange any of Boarder's interest in the production from the Herd and shall at all times use the Boarder's share of production for Boarder's own use. Any transfer or assignment or attempted transfer or assignment in violation of this agreement shall be void. Because all of the Herd Agreements are interdependent and cannot function without all interests in the Herd being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of an interest in a proper cause of action, the Court is requested to make the transfer or assignment subject to the terms of a Herd Agreement with respect to the transfer or assignment being ordered by the Court.

10. Liability.

A. LRCF shall not be liable to Border for any loss of or damage to the Herd or for anything resulting from the care and maintenance of the Herd by LRCF or from handling of production from the Herd by LRCF so long as LRCF shall have complied with the requirements of this Agreement with respect to the Herd and the milk production from it. *In addition, the Border acknowledges that activities on*

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*and about farm and dairy operations are inherently dangerous and if or when the Boarder or any other person under the direction or with the authority of the Border enters the Farm, the Border or other person does so at his or her own risk and the LRCF shall have no responsibility for any injury or death that may result to or from the Border or other person being on the Farm in the absence of grossly negligent or intentional conduct of employees or agents of LRCF.* The Boarder shall indemnify and hold the LRCF harmless from any and all claims, liability, damage, loss, costs and expenses (including attorneys fees) incurred by LRCF in defense or settlement of any claims against LRCF asserted by the Boarder or another person authorized or directed to be on the Farm by the Border for personal injury, death or property damage unless the personal injury, death or property damage was the direct result of gross negligence or intentional acts or omissions of LRCF.

B. The Border acknowledges that the Colorado Department of Public Health and Environment, the federal Food and Drug Administration and other authorities have issued information and warnings regarding hazards of consuming raw milk. The Boarder assumes all responsibility for consuming raw milk produced from the Herd. LRCF shall not be liable to Border for any sickness, death, loss or damage from the production of raw milk produced and received by Border unless LRCF shall have failed to comply with the herd Health Program and the Operation Standards attached to this Agreement and the sickness, death, loss or damage shall have resulted directly from the failure of LRCF to so comply.

C. Notwithstanding the foregoing, LRCF shall indemnify and hold Border harmless for any loss, damage, liability or expense caused by any animal in the Herd to the Border or property of Border or third parties because of the gross neglect or intentional act or omission of LRCF. 11. Damage Claims.

In the event that Border seeks to assert any claim against LRCF for any reason in connection with this Agreement or the activities of LRCF under it, Border must file a written claim with LRCF stating the nature of the claim and the amount of relief sought within one hundred eighty (180) days after Border becomes aware of the circumstances giving rise to the claim. Unless Border files the claim within the prescribed time, Border waives any and all rights that Border may have against LRCF for any liability arising under this Agreement.

## 12. Arbitration of Disputes.

All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to binding arbitration by one arbitrator from the Judicial Arbitrator Group of Denver, Colorado, or any other arbitrator upon which the parties agree. Either party may make a demand for arbitration by filing a demand in writing with the other party within one hundred eighty (180) days after the dispute first arises. The arbitration shall be conducted in accordance with the rules of the arbitrator. Each party shall pay the party's own costs in connection with the arbitration and the costs of the arbitrator shall be paid in equal amounts by the parties. Any award<sup>1</sup> made by the arbitrator may be entered as a judgment in a court of the State of Colorado in accordance with Colorado law and the rules of the Colorado courts.

13. Effective Date. This Agreement shall be effective the day following the execution of this Agreement.

## 14. Termination.

1. This agreement may be terminated by LRCF upon fourteen (14) days notice to Boarder so long as LRCF shall terminate all the Herd Agreements at the same time or has found a

replacement Herd Agreement for this Agreement.

2. This Agreement may be terminated by Border upon fourteen (14) days notice to LRCF or Boarder has found another person who is acceptable to LRCF who acquires Boarder's interest in the Herd and signs a Herd Agreement substantially the same as this one.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, LRCF shall not be responsible for any delay or failure of its performance under this Agreement if the delay or failure is caused by any matter beyond the control of LRCF including, but not limited to, an illness in the Herd not caused by a breach of LRCF's duties under this Agreement and which LRCF has promptly taken steps to have treated or corrected, death of cows in the Herd which does not result from a breach by LRCF of its duties under this Agreement, government regulations, public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection; windstorms, rain storms, snow storms, floods or other acts of God.

16. Miscellaneous.

- A. Construction. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender, the singular, the plural, and vice versa.
- B. Governing Law. This Agreement is being executed and delivered in the State of Colorado and shall be construed in accordance with and governed by the laws of such state.
- C. 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.
- D. Entire Agreement. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.
- E. 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.
- F. Incorporation by Reference. All schedules, exhibits and attachments referred to in this Agreement are incorporated by reference and made a part of this Agreement.
- G. Assignment. This Agreement and each of its provisions shall insure to the benefit of and be binding upon the parties, their successors and permitted assigns.

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

**BORDER:**

**Light Root Community Farm:**

**Name:** \_\_\_\_\_

**Owner/Operator: Daphne Kingsley**

**Address** \_\_\_\_\_

**Address 7715 Arapahoe Road, Boulder, CO**

**(Phone #)** \_\_\_\_\_

phone #720-475-1330

**(EMAIL)** \_\_\_\_\_

Email: milkmaiddaphne@gmail.com

**(Signature)** \_\_\_\_\_

\_\_\_\_\_  
(Owner Signature)

**Date:** \_\_\_\_\_

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

**BILL OF SALE (Undivided Interest in  
Cow Dairy Herd)**

KNOW ALL MEN BY THESE PRESENTS, Light Root Community Farm, (Seller"), for and in consideration of the sum of \$25.00 per share and other good and valuable consideration to it in hand paid, at or before delivery of this instrument by: Print

Name \_\_\_\_\_ whose address is: \_\_\_\_\_

(Street address) (City) (State) (Zip) ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the Buyer, his/her personal representatives, successors and assigns, the following property, goods and chattels, to wit:

An undivided interest of one share in a herd of dairy cows (female bovines) located at Light Root Community Farm, the address of which is 7715 Arapahoe Road, Boulder, CO 80303, which herd constitutes and shall constitute all of the dairy cows milking and dry managed at that location. TO HAVE AND TO HOLD the same unto the Buyer, his/her personal representatives, successors and assigns, for as long as forever. The Seller covenants and agrees to and with the Buyer, his/her personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of the undivided interest in the property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Buyer understands and agrees that in accepting this Bill of Sale the number of cows in the herd may increase or decrease in which event the Buyer's percentage interest in the herd may decrease or increase, as the case may be, but in none of those events will Buyer's number of units constituting the measure of Buyer's undivided interest in the herd be increased or decreased. Buyer may not transfer ownership of his/her units or interests in the herd in any manner to anyone other than Seller unless previously approved in writing by Seller. At any time, Seller may buy back any and all units and interests in herd. At Seller's request, Buyer will sell the units and interests back to Seller at the original price paid by Buyer to Seller for the units or interests in the herd.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale on

\_\_\_\_\_ (Sign/ date).