



Opus 7 Farm LLC

Herd Share and Boarding Agreement

This Herd Share and Boarding Agreement (“**Agreement**”) is made effective as of the _____ day of _____, 202__ (“**Effective Date**”) by and between Opus 7 Farm LLC, a Colorado limited liability company (“**Farmer**”) and _____ (“**Shareholder**”).

1. Sale and Payment.

- 1.1 In consideration of Shareholder’s covenants, representations and warranties herein, Farmer hereby sells _____ Share(s) to Shareholder at a price of twelve dollars and fifty cents (\$12.50) per Share. A Share is defined as an undivided ownership interest in Farmer’s herd of dairy goats, not ownership of any particular goat. Full payment is required for all Shares upon execution of this Agreement. Farmer will at all times retain a 51% interest in the herd. Farmer may, from time to time at the request of Shareholder, agree to sell additional Shares to Shareholder or to repurchase a portion of Shareholder’s Shares, provided that any such sale or repurchase shall become effective only as of the first day of the following month.
- 1.2 Shareholder represents and warrants to Farmer that Shareholder is acquiring the Share(s) in the herd for the purpose of obtaining raw goat milk for Shareholder's own use and benefit and for no other purpose.
- 1.3 ***No Sale of Milk.*** Shareholder and Farmer acknowledge that the sale of raw milk is prohibited by the State of Colorado. Under no circumstances shall either Shareholder or Farmer 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 laws of the State of Colorado. Shareholder and Farmer 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.

2. Boarding of Animals.

- 2.1 Farmer agrees to provide care and boarding for Shareholder’s dairy goats on Farmer’s farm for a fee of twenty dollars (\$20.00) per month, per Share purchased, paid monthly. Payment is due in advance, within the first week (7 day period) of each calendar month, and may be made in cash, by check or by PayPal transfer. Full payment of the boarding fee for the month, or *pro rated* portion thereof, in which this Agreement becomes effective is due upon the signing of this Agreement. If Farmer does not receive payment within the first week of any calendar month, Farmer shall have the right to withhold Shareholder’s entitlement of milk production from Shareholder until payment is received. If Shareholder does not pay his/her boarding fee by the end of the second week of a calendar month, Farmer may terminate this agreement five (5) days after providing

written notification of termination to Shareholder. The parties agree the amount of the boarding fee is a fair and reasonable charge, equal to the actual average costs to be incurred by Farmer for its services to be provided to Shareholder under this Agreement.

- 2.2 Boarding costs may be reviewed by Farmer for each calendar year and adjusted according to the actual cost of care and boarding. Shareholder will be notified during December of each year of any changes in boarding costs for the next calendar year. If any changes are made, they will be deemed to be incorporated by reference into this Agreement unless within ten (10) days following receipt of notification of such changes, Shareholder elects to terminate this agreement by written notice to Farmer. Care and boarding will include providing shelter, high quality feed (including free grazing whenever practicable, as determined by Farmer in its discretion), water, milking of goats daily, and normal veterinary care as necessary.
- 2.3 Farmer states that to the best of its knowledge all goats in the herd are, at the signing of this Agreement, in good health, except for any animals receiving treatment as may be described on Exhibit A hereto.
- 2.4 Shareholder shall have the right to make appointments with Farmer to enter Farmers premises at reasonable times to inspect and visit Shareholder's dairy goats; provided that this right may be suspended by Farmer in Farmer's sole discretion for biosecurity and/or public health reasons.
- 2.5 *Shareholder acknowledges that activities on and about farm and dairy operations are inherently dangerous, and if or when Shareholder or any other person under the direction or with the authority of Shareholder enters Opus 7 Farm, Shareholder or such other person does so at his or her own risk, and Farmer, its agents and affiliates, shall have no responsibility for any injury or death that may result to or from Shareholder or other person being on the farm in the absence of gross negligence or intentional mis-conduct of Farmer, its agents or affiliates. Shareholder shall indemnify and hold Farmer, its agents and affiliates (“**Indemnified Party(ies)**”) harmless from any and all claims, liability, damage, loss, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in defense or settlement of any claims against any Indemnified Party asserted by Shareholder or another person authorized or directed to be on the farm by Shareholder, for personal injury, death or property damage unless the personal injury, death or property damage was the direct result of the gross negligence or intentional mis-conduct of the Indemnified Party.*
- 2.6 Farmer assumes all risk from loss of animals in the herd. Farmer shall not be liable to Shareholder for any loss of or damage to the herd for any reason, or for anything resulting from the care and maintenance of the herd or from handling of production from the herd so long as Farmer shall have complied substantially with the requirements of this Agreement with respect to the herd and the milk production from it. Farmer may increase or decrease the size of the herd at its discretion and expense, and may increase or decrease the number of Shares that may be available for sale. Farmer is entitled to all profits and losses that may arise from the removal of a goat from the herd.

3. Reproduction of Herd.

- 3.1 Farmer may breed Shareholder's goats in order to ensure that goats continue to produce milk. Dairy goats go through different stages of lactation throughout their lifetimes:
 - (a) *Dry period:* The dairy goat is given 2-3 months of dry time in which she is not milked. This gives her body rest before her kids are born. This “dry period” is

often during the winter months of December-March. Milk at this time may be limited, and if so, will be allocated in proportion to the Shares owned by Shareholder.

- (b) *Freshening*: This is the time in a goat's lactation when the kid has just been born and she starts producing colostrum, then milk. Goats may not be milked until kids are of adequate age and size. At this time, goats may be milked only once per day. When kids are fully weaned, goats will normally be milked morning and evening.

- 3.2 Any offspring of the herd are the sole property of Farmer. The reproductive parts of the herd are within the 51% of the shares of the herd retained and maintained (board and reproductive costs) by Farmer.

4. Collection and Storage of Milk.

- 4.1 Farmer agrees to milk Shareholder's goats daily, except as otherwise provided herein, and to collect and store the milk in the customary fashion. Shareholder has represented that his/her purpose in purchasing herd shares is to obtain milk for personal use.
- 4.2 Shareholder is entitled to approximately one (1) quart of milk per week, per share owned. Farmer will use reasonable efforts to cause Shareholder to receive the same amount of milk per Share each week, but because milk production may vary upwards or downwards from expected production rates, it is possible that Shareholder may receive more or less milk in any particular week.
- 4.4 Farmer will provide Shareholder with the use of one 1 quart canning jar and one plastic lid per share for the storage of the milk. Shareholder agrees to return used jars and lids each week, washed thoroughly, dried and in a condition ready to be reused, and to promptly notify Farmer if any jars or lids are broken or lost. If jars or lids are not returned within two (2) weeks for any reason, Shareholder shall reimburse Farmer for the purchase of additional jars and lids necessary to store Shareholder's milk at a fee of two dollars (\$2.00) per jar and two dollars (\$2.00) per lid; this will be added to Shareholder's monthly boarding fee.
- 4.4 Shareholder will retrieve milk from Farmer once per week on a day scheduled by Farmer; provided that Farmer shall make reasonable efforts to schedule a pick-up day convenient for Shareholder. Shareholder shall make every effort to retrieve Shareholder's milk on the scheduled pick-up day, and shall notify Farmer in advance of any unavoidable delays. Shareholder acknowledges that no person who is not a Shareholder or a member of Shareholder's family may pick up Shareholder's share of the milk production for Shareholder. Shareholder and any family member picking up milk for Shareholder shall retrieve milk only during Opus 7 Farm opening hours and shall be familiar and comply with procedures for milk pick-up and payment as notified from time to time by Farmer. Shareholder is responsible for keeping milk fresh following pick-up from the Opus 7 Farm refrigerator. Farmer suggests that milk be picked up early during opening hours on the scheduled pick-up day, that it be transported in an iced cooler, and that it be transferred to Shareholder's refrigerator as soon as possible. The parties agree that, because milk is a perishable product, should Shareholder fail to retrieve his/her stored milk from Farmer on the day of the scheduled pick-up, Farmer may, without notice to Shareholder, dispose of the stored milk, without replacement or compensation for the disposed milk. If Shareholder has notified Farmer in advance that Shareholder will not be able to retrieve Shareholder's milk on the day of scheduled pick-up, Farmer may offer to make Shareholder's milk available for pick-up at a later time, but Farmer shall not be

required to do so if late pick-up would risk spoilage or would adversely impact Farmer's ability to supply fresh milk to other shareholders. Shareholder acknowledges that disregard of the schedule and procedures for milk pick-up may result in termination of this Agreement by Farmer pursuant to Section 5.4 of this Agreement.

- 4.5 Farmer will not knowingly store contaminated milk or knowingly subject Shareholder to a health hazard related to contaminated milk. If milk should become contaminated by any means to the knowledge of Farmer, Farmer will dispose of the milk and will contact all Shareholders to inform them of the situation. Farmer will also inform Shareholders of any health concern affecting the herd.
- 4.6 **Shareholder acknowledges that he/she is aware of any and all risks that are associated with the use and consumption of raw milk. Shareholder understands and 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 Colorado Department of Public Health and Environment (CDPHE). Shareholder agrees that Shareholder will educate anyone consuming raw milk provided to Shareholder hereunder about the risks associated with the consumption of raw milk and with the improper storage of raw milk and releases Farmer from any responsibility for education of such persons. Shareholder agrees that he/she is personally assuming all liability for the consumption of raw milk. Shareholder acknowledges that he/she is aware that the FDA recommends Raw Milk products should be pasteurized or be used only for animals. Farmer shall not be liable to Shareholder for any sickness, death, loss or damage from the production of raw milk produced and delivered to Shareholder from Shareholder's share of the herd unless Farmer shall have failed to comply with the Health and Production Standards attached hereto as Exhibit B ("Health and Production Standards"), and the sickness, death, loss or damage shall have resulted directly from the failure of Farmer to so comply.**

5. Term and Termination; Transfer of Shares.

- 5.1 This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either Farmer or Shareholder in accordance with the provisions hereof.
- 5.2 Shareholder may elect to terminate this Agreement for any reason at any time by providing ten (10) days prior written notice of termination to Farmer. In addition, Farmer may, from time to time, request that Shareholder review and acknowledge in writing certain provisions of this Agreement. Shareholder's failure to provide such written acknowledgement within fifteen (15) days after receipt of Farmer's request shall be considered as Shareholder's delivery of written notice of Termination to Farmer pursuant to this Section 5.2.
- 5.3 Farmer may elect to terminate this Agreement for any reason at any time, by providing ten (10) days prior written notice of termination to Shareholder.
- 5.4 Except as otherwise provided herein, if either party materially defaults in the performance of this Agreement, the other party may give written notice to the defaulting party specifying the nature and extent of the default and the defaulting party shall have fifteen (15) days thereafter to cure such default. If such default is not cured within such fifteen (15) day period, the aggrieved party, by written notice, may declare this Agreement immediately terminated for default.

- 5.5 In the event of any termination of this Agreement by Farmer pursuant to Section 2.1, by Shareholder pursuant to Section 5.2, or by Farmer pursuant to Section 5.4, Shareholder shall sell to Farmer and Farmer shall repurchase from Shareholder all of Shareholder's shares for five dollars (\$5.00) per share, which sale shall be deemed complete and effective upon delivery of the purchase price to Shareholder.
- 5.6 In the event of any termination of this Agreement by Shareholder pursuant to Section 2.2, by Farmer pursuant to Section 5.3 or by Shareholder pursuant to Section 5.4, Shareholder shall sell to Farmer and Farmer shall repurchase from Shareholder all of Shareholder's shares for the original purchase price of twelve dollars and fifty cents (\$12.50) per share, which sale shall be deemed complete and effective upon delivery of the purchase price to Shareholder.
- 5.7 Shares are not transferable at any time by Shareholder to any party other than Farmer. Shareholder shall at no time and under no circumstance sell or exchange any of Shareholder's interest in the milk production from the herd, and shall at all times use their share of milk production for their own use. Shareholder may at no time, under any circumstances use their milk for profit or sell any products made from the use of the milk received from Farmer pursuant to this Agreement. Any transfer or assignment or attempted transfer or assignment Shares or any interest therein in violation of this Agreement shall be void. Notwithstanding the foregoing, if any Court orders a transfer or assignment of Shares or any interest therein, the Court is requested to make the transfer or assignment subject to the terms of a Herd Share and Boarding Agreement on the terms set forth herein.

6. Additional Duties of Farmer.

- 6.1 Farmer shall maintain a registration with the Colorado Department of Public Health and Environment as required by law.
- 6.2 Farmer shall maintain and care for the herd using sound practices in accordance with the Health and Production Standards.
- 6.3 Farmer shall make available on request to Shareholder periodic reports of results of tests performed on the goats that produce Shareholder's milk and the milk produced, along with an explanation of the tests and test results.

7. General Provisions.

- 7.1 *Choice of Law.* This Agreement will be interpreted and enforced in accordance with the laws of the State of Colorado without regard to its rules relating to conflicts of laws.
- 7.2 *Limitation on Claims and Damages.* **In the event Shareholder seeks to assert any claim against Farmer for any reason in connection with this Agreement or the activities of Farmer under it, Shareholder must file a written claim with Farmer stating the nature of the claim and the amount of relief sought within one hundred eighty (180) days after Shareholder becomes aware of the circumstances giving rise to the claim. Unless Shareholder files the claim within the prescribed time, Shareholder waives any and all rights that Shareholder may have against Farmer for any liability arising under this Agreement. Neither party shall be liable hereunder to the other party for special, consequential, incidental, punitive, exemplary, or indirect damages, lost profits (except to the extent the same are also direct actual damages), or other business interruption or similar damages, by statute, in tort, or contract, under any indemnity provision or otherwise.**

- 7.3 *Severability.* If any one or more provisions of this Agreement, other than provisions constituting a material consideration to a party, shall be invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired; provided, however, in such event the parties shall use their reasonable best efforts to achieve the purpose of the invalid or unenforceable provision by a new legally valid stipulation.
- 7.4 *Notices.* Any notice under this Agreement shall be in writing and shall be sufficiently given if delivered personally, by email or text, or by courier with delivery receipt, to Farmer or Shareholder at their respective addresses set forth herein or at such other then current address as is specified by notice. Notices hereunder shall be deemed to have been received on the date of delivery.
- 7.5 *Force Majeure.* Notwithstanding anything to the contrary in this Agreement, Farmer 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 Farmer including, but not limited to, illness or death of goats in the herd, government regulations, public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection, windstorms, rainstorms, snowstorms, floods or other acts of God.
- 7.6 *Binding Effect.* This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.
- 7.7 *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.
- 7.8 *Survival.* The provisions in Sections 2.5, 2.6, 4.6 and 7.2 shall survive the termination of this Agreement for any reason indefinitely.
- 7.9 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought.
- 7.10 *Existing Shareholder.* This Agreement may be entered into between Farmer and an existing shareholder, in which event (i) the first sentence of Section 1.1 shall apply only to the extent of the number of Shares listed therein in excess of Shareholder's existing Shares, if any, and otherwise shall be informational only as to the number of Shares held by Shareholder on the Effective Date, and (ii) the terms and conditions of any prior Herd Share and Boarding Agreement between Farmer and Shareholder shall be amended and restated in their entirety by the terms and conditions of this Agreement.

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

Farmer: Opus 7 Farm LLC

By: _____ Date: _____
Noriko Proett, Managing Director
noriko@opus7farm.com

Shareholder:

By: _____ Date: _____
Name: _____
Address: _____

Phone: _____
Email: _____

EXHIBIT A
Animals receiving medical treatment

EXHIBIT B

Opus 7 Farm Herd

Health and Production Standards

Farm History:

We are a small farm in the city of Littleton, Colorado established in 2011. Currently our livestock includes chickens, ducks, guinea hens, goats and a guard llama.

Breeding Lines:

Our dairy goats are Mini-Nubians. All are registered with the Miniature Dairy Goat Association (MGDA). Senior goats are also registered with The Miniature Goat Registry (TMGR).

Health Care:

Our goats are vaccinated annually for Clostridium Perfringens, Tetanus and Rabies. They are treated for worms, mites and lice on an as-needed basis. Hooves are trimmed when needed. Our goats are disbudded (de-horned) to reduce the chance of injury to people and other animals.

Herd Health Tests & Frequency:

We test our lactating goats for mastitis as indicated.

Once a month, we send a milk sample to a microbial laboratory endorsed by the Raw Milk Association of Colorado. The milk is tested for:

- Standard plate count of bacteria
- Salmonella
- Escherichia coli 0157
- Coliforms

Our herd is also tested for CL, Johne's, CAE, TB and Brucellosis. Test results and explanations of results are made available on request to herd share owners.

Humane Treatment Practices: shelter, feed, water, handling & care:

Opus 7 Farm, LLC is a current member of the Raw Milk Association of Colorado.

Our goats have "eyes on" human contact at least three times a day, usually more.

All our goats are fed via free range pasture, clean alfalfa mix hay and grain suitable for lactating dairy goats, and have access to free choice minerals and other supplements, as needed.

Fresh water is supplied daily and refilled as needed to keep the goats hydrated.

Goats are provided with shelter to protect them from the sun, wind, rain and snow.

During extreme cold weather or in the case of newborn kids, supplemental heat and special pens may be provided.

The herd has a large goat pen but is allowed out every day to forage on our pasture land. This allows them variety in their diet and mental stimulation.

Milk Safety:

Hands are washed prior to milking, and a hand sanitizer is used in between goats.

Prior to each milking, the teats are cleaned with clean paper towel soaked with a soap/bleach/water solution.

The first several squirts of milk are inspected for color and odor (abnormalities could indicate mastitis) and discarded.

A sanitized “closed” milking system with an internal fine filter is used to empty the udder. Care is taken to make sure excess vacuum pressure is not placed on the udder/teat.

After milk flow has ceased, the udder is emptied or “stripped” by hand. A cup of soap/bleach/water solution as a dip for sanitizing is then applied to the teat to prevent infection.

The milk is strained a second time through a fine milk filter and placed into a sanitized canning jar. Milk is then chilled rapidly in the refrigerator.

Please note: Raw milk is not regulated by the federal or state government because it is not a “for sale” product in Colorado.