

SlakMarket Farm Herd Share Owner Agreement

Limitation of Liability and Participation

As a owner/member of the SlakMarket Farm Herd Share, you are agreeing to obtain shares from said herd share on a requested basis and pay for said shares as requested.

Each member and SlakMarket Farm LLC are not liable for any damages incurred as a result of using your shares. As the products produced on SlakMarket Farm Herd Share are obtained as raw milk and derivatives of raw milk, you are aware of the inherent safety concerns associated with raw milk and therefore do not hold SlakMarket Farm Herd Share nor SlakMarket Farm LLC as incurring any liability for consuming products associated with this herd share. SlakMarket Farm Herd Share shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the products from this herd share. You agree to pay for the shares you request and any other fees. Said fees will be used by SlakMarket Farm LLC to operate the SlakMarket Farm Herd Share.

Miscellaneous- Your use of this herd share shall be governed in all respects by the laws of the state of Kentucky, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this herd share (including but not limited to the purchase of SlakMarket Farm Herd Share products) shall be in the state or federal courts located in Fayette county, Kentucky. Any cause of action or claim you may have with respect to the herd share (including but not limited to the purchase of SlakMarket Farm Herd Share shares) must be commenced within (6) months after the claim or cause of action arises.

SlakMarket Farm Herd Share failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. SlakMarket Farm Herd Share may assign its rights and duties under this agreement to any party at any time without notice to you. Indemnification You agree to indemnify, defend, and hold harmless SlakMarket Farm Herd Share , its officers, directors, employees, agents, licensors, and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorney fees resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other member of the SlakMarket Farm Herd Share.

How does it work?

The SMF is responsible for:

- Refrigeration of milk awaiting Member pickup
- Daily care, feeding, milking, etc. of the herd
- All vet expenses if required
- Testing of the herd annually for Tuberculosis, Brucellosis, and Johnes disease* • Breeding of cows by artificial insemination or natural process

The Share Members provides:

- Transportation to pick up milk on Authorized Pick Up Days aka Open Market Days.
 - Containers (You clean and leave 2 clean containers at the dairy each time you pick up milk to be refilled for the next time.) Additional information:
 - If the share owner is unable to pick up his/her milk, SMF does not hold on to it for them. It will be offered as available milk
 - SMF will retain ownership of all babies born. ie the calves, lambs, kids born to the herds. SMF determines the uses for each animal.
 - Costs and terms are subject to change as market conditions and /or size of program dictate. Reasonable advance notice will be provided to share program for any changes.
 - SMF is not responsible for accidents while share owners are on the property
 - Share owners MAY NOT resell or give away milk. It is ILLEGAL to do so!
- SMF Herd Share milk is only for the consumption of the owners.
- Share owners are asked not to bring pets to the farm.
 - SMF agrees to buy back (at the original cost per share) herd shares if share is no longer needed or if circumstances change where SMF will no longer be boarding the herd. Share is non transferable.

Liability:

- SMF shall not be held liable to boarder/share owner for any sickness, death, loss, or damage from the production of raw milk produced and received by boarder/share owner unless SlakMarket Farm shall have failed to comply with this contractual agreement and the sickness, death, loss or damage shall have resulted directly from it.
- Liability..SlakMarket Farm shall not be liable to Boarder/share owner for any loss of or damage to the Herd or for anything resulting from the care and maintenance of the Herd by SMF or from handling of production from the Herd by SMF so long as SMF shall have complied with the requirements of this Agreement with respect to the Herd and the milk production from it. In addition, the Boarder/share owner acknowledges that they are not permitted to enter the SlakMARKET Farm Property on day outside of the Authorized Pick-Up Days without permission from the SMF. The Boarder/share owner shall not wonder about the SMF property unattended by a SMF employee without prior permission to do so. The Boarder/share owner acknowledges that activities on and

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

. • SMF reserves the right to withdraw and or replace animals to and from the herd as necessary for any reason or circumstance that SMF see fit.

By my Signature I agree to the terms and conditions of the above Herd Share contract and I am obligated and committed to my responsibilities as an owner of a share.

I understand that I am not “buying Milk or Meat” nor is the Farmer selling “Milk or Meat” to me.

I understand that I pay fees to the farmer in support of the herds available to me through this share. As stated within the agreement.

Name _____ Signature _____

Date _____

Address _____

Phone _____