

**HEDGEBROOK FARM  
COW BOARDING AGREEMENT**

THIS COW BOARDING AGREEMENT made and entered into as of this 2<sup>nd</sup> day of March 2001, by and between Cathy and Don Fairbairn, 12285 Millwood Pond Court, Herndon, VA, hereinafter designated as "Owner," and Hedgebrook Farm, 690 Shady Elm Road, Winchester, VA 22602, hereinafter designated "HF."

WITNESSETH:

WHEREAS for purposes of this agreement, the designated Owner is deemed to be the owner of the cow described below:

<u>Breed</u>	<u>Registration #</u>	<u>Age</u>	<u>Color</u>	<u>Herd #</u>	<u>Name</u>
Jersey	110412012	2.5 years	Brown	3563	"Pinto"

WHEREAS, the Owner wishes to have Pinto boarded at and milked by HF.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. HF Agrees That:

- A. HF will feed, water and care for the cow in accordance with good barn management practice
- B. HF will milk cow daily, using a container or containers supplied by Owner, and will keep the milk from Pinto separate and apart from the milk from the other cows.
- C. Any other services to be preformed must be agreed upon in writing.

II. Owner Agrees That:

- A. Owner will pay HF for the foregoing facilities, feed and service the sum of Five Hundred Dollars (\$500.00) per month, payable on the first day of each month in advance. Provided, however, HF shall have the right on January 1 and July 1 of each year to increase the fee for the remainder of the term to reflect additional costs to it such as an increase in feed prices, electricity costs, and the like.
- B. Owner will pick up the milk from Pinto three (3) times a week.
- C. Owner will be liable for all veterinary charges incurred in the care of Pinto.
- D. Neither HF, its employees, officers or agents shall be liable for any disease, accident, injury, or death of Pinto, from any cause whatsoever; neither shall HF, its officer, employees or agents be liable for any injury or damage to any person, animal or property caused by Pinto, Owner, his or her agents or employees, from any cause whatsoever. Owner agrees to indemnify HF and its officer, employees and agents against any claim for any damages to any person, animal or property caused by Pinto, Owner, his or her agents or employees.
- E. Owner enters the premises of Hedgebrook Farm solely at his own risk; HF shall bear no liability to Owner or damage to Owner's property.

III. Owner and HF mutually agree that:

- A. The term of this contract is one year from the date hereof, which contract shall be automatically renewed for one year terms subject to the notice provisions herein.
- B. In the event that Pinto shall require the services of a Veterinarian, HF will contact Owner. In the event Owner cannot be reached, HF is hereby authorized, as agent for Owner, (a) to call Dr. Trevor Collins, DMV; and, should be unavailable, (b) to call any other licensed veterinarian of HF's choice. All fees charged by said veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability whatsoever on the part of HF for such fees.
- C. Notwithstanding II.D. above, Owner shall not be liable for damage to HF's property caused by Pinto.
- D. In the even either party takes action to enforce any of the terms or conditions of this agreement, it is specifically agreed that the prevailing party's incurred reasonable attorney's fees, costs and expenses will be paid by the losing party.
- E. Any calves born to Pinto are the sole property of the Owner. Owner agrees to sell any calves at birth to HF for fair market value. Fair market value is determined by the American Jersey Association for heifers and by the local livestock exchange for bulls.
- F. Owner may remove Pinto from HF subject to the notice provisions contained herein; provided, however, that Owner must be current in monthly fee payments and any veterinary fees due before HF will release Pinto to Owner.

This agreement may be terminated by either party giving thirty (30) days written notice to the other. This document constitutes the entire agreement between the parties, and there are no other agreements between them. This agreement shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. All terms and conditions of this agreement shall be binding on the parties, their successors, assigns, heirs, administrators, agents, and personal representatives.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Hedgebrook Farm

\_\_\_\_\_  
Date

## **FREQUENTLY ASKED QUESTIONS COWSHARING PROJECT**

### **WHY COWSHARING?**

In Virginia, it is illegal to buy and sell raw milk (as in unpasteurized, fresh-from-the-cow milk). But it is not illegal to drink fresh milk from the cow that you own! Until the laws are changed in Virginia, this is the best way we can think of to obtain delicious, fresh milk—and you get to own your own cow into the bargain!

### **WHAT IS A COWSHARE?**

A share in your own cow! A young cow can produce about 25 gallons of milk per week. We divide a young cow in to 25 shares. One share is one gallon per week. Later, when the cow matures and has had 3 calves she can produce around 35 gallons of milk per week. At that time, additional shares in the cow can be made available.

### **HOW LONG HAS THIS COWSHARE PROJECT BEEN IN EXISTENCE?**

Since March 1, 2001.

### **WHAT KIND OF A COW WILL I BE BUYING?**

The cow in which you're buying a share is a purebred Jersey from Hedgebrook Farm in Winchester, Virginia. Jersey cows have the creamiest milk because their milk contains the highest butterfat content of any breed; this winter's milk measured 4.2-4.5 percent butterfat.

### **ARE THESE COWS GIVEN HORMONES?**

No way! Ever! And antibiotics are only used in life-threatening emergencies and never given as a preventative measure for illness (as many large dairies do).

### **WILL MY COW BE PASTURED?**

Yes! These Virginia Jerseys are pastured on untreated grass \_ of the year (no pesticides or other treatments). In the winter your cow is fed silage, some of which is grown on Hedgebrook Farm (corn, hay) and other silage is purchased locally. The cows are also given a (vegetarian) protein supplement (no cottonseed meal or soy) while they are being milked. This serves a dual purpose: it gives the cows extra incentive to come into the milking barn (they love it!) and it helps keep their milk production up to par.

### **IS MY COW TESTED FOR TUBERCULOSIS (TB) AND BRUCELLOSIS?**

Yes! These cows are certified free for TB and Brucellosis. Once per year, in April, the cows are tested for the presence of TB and Brucellosis. In addition, the cows (as calves) are vaccinated for Brucellosis. This covers them for the life of the animal.

### **WHERE WILL MY COW BE KEPT?**

Your cow will be boarded at Hedgebrook Farm, where it was born and raised, in the Shenandoah Valley. The farm has beautiful views of the Blue Ridge Mountains. It is approximately one hour west of Herndon, VA. Shareholders pay a monthly boarding fee to the farmer. The farmer milks our cows for us, puts the milk up for us, and feeds and cares for the cows. You will be asked to read and sign a boarding agreement with Hedgebrook Farm when you purchase your cowshare(s).

### **HOW DOES THE FARMER COLLECT AND STORE THE MILK?**

The cows are milked by machine. The milk is pumped directly from the cow(s) into clean, gallon-sized glass jars. The date is written on the jar and then the jars are sealed with a Stretch-Tite (plastic wrap) and the plastic lids are screwed tight. The milk is stored in the glass jars in a cooler building where the temperature is maintained at an approximate temperature of 35 degrees year-round, where it remains until the milk is picked up.

### **HOW DOES THE MILK PICK-UP WORK?**

We'll try to group you by location. Your pick-up group picks up milk once per week. For example, if there are 6 people in your pick-up group, you rotate picking up the milk. You would pick up milk once every 6 weeks. You travel to Hedgebrook Farm in Winchester. There you pick up the milk by placing the glass jars in a large cooler packed with ice. You bring the milk back to a designated home that is centrally located within your group.

## FREQUENTLY ASKED QUESTIONS COWSHARING PROJECT

### WHAT ARE THE COSTS?

To purchase a share (one share is equivalent to one gallon of milk per week) you pay \$80.00. This is a one-time cost.

In addition there is a one-time consumables fee of \$50.00. This will help us purchase new glass jars and plastic lids. The glass is, of course, breakable, and this fee allows us to purchase/replace jars as needed.

It is also suggested that you purchase a large cooler to transport the milk. COSTCO sells large (150-quart) marine coolers for \$49.99. These hold 11 full (one-gallon) glass jars of milk comfortably.

After the above one-time costs, there is a boarding fee that goes to the Dairy Farm of \$20 per share per month; that continues for as long as you own your share.

You can think of it this way if you like, although you are not purchasing the milk: **after you purchase your share(s) in the cow, the milk cost about \$5.00 per gallon** (\$20 per month boarding divided by 4 weeks = \$5). Compare this to the price of Horizon organic milk – about \$3.25 per half-gallon or \$6.50 per gallon – *and Horizon milk is ultra-pasteurized!*

### SO WHAT IF I WANT TO PURCHASE 3 SHARES? MY FAMILY DRINKS ABOUT 3 GALLONS OF MILK PER WEEK. HOW MUCH WILL THIS COST ME?

#### EXAMPLE – COST FOR 3 SHARES

##### One-time Fees

Purchase of 3 Shares x \$80 per share =	\$240.00
Consumables (jars) fee =	50.00
Cooler (150 qt.) holds 11 one-gallon jars =	<u>50.00</u>
Cost to get started – 3 shares	\$340.00

##### Monthly Boarding Fees

3 Shares x \$20/month	\$60.00
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### HOW IS THE MONEY COLLECTED?

The boarding fees are collected quarterly. Payments are due four times per year, on  
December 15 (for January, February, March)  
March 15 (for April, May, June)  
June 15 (for July, August, September)  
And September 15 (for October, November, December)

The month boarding fee(s) will be prorated, depending on when you purchase your shares. Costs are subject to increase.

### HOW DO I GET STARTED?

You must promise never to buy or sell raw milk. You can trade or barter, but never sell it. Read and sign the boarding agreement with Hedgebrook Farm, and then write us a check. As soon as all the shares in a cow are purchased, you own the cow and you may begin picking up your delicious, nutritious, fresh milk!

### HOW CAN I OBTAIN MORE INFORMATION?

Call Cathy Fairbairn at 703/430-7969