

KMR Performance Horses LLC

A2-A2 Dairy Herd Share Lease Agreement

This lease agreement is made this day _____, between
KMR Performance Horses LLC (hereinafter "Lessor"), whose farm is located at 3265 Brusiee
Rd Caro, MI 48723 and

Name _____

Address _____

Phone Number _____

Email _____

1. Lease. Lessor leases to Lessee, for a term of (1) year from the date of the signing of this agreement, an interest in a dairy cow. This lease agreement shall need to be renewed 30 days before expiration. If monthly payment is more than 15 days late the contract terminates.

2. Payment. Lessee shall pay Lessor \$50 for the one year term of the Lease.

3. Care. Lessor shall furnish all the feed, pasture, shelter, labor, and equipment for caring for the cow and shall care for the herein a business like manner consistent with practices generally accepted. Lessor shall not use synthetic materials designed to push production. Lessor shall not be liable to Lessee for any loss of or damage to the cow or from anything resulting from the care of the the cow by Lessor.

4. Compensation. Lessee shall compensate Lessor at an agreed upon amount for Lessor's labor and expenses in carrying out the terms of this agreement.

5. Ownership. Lessor shall retain the title and ownership of all animals furnished by Lessor and of their increase and of their replacements throughout the term of this lease.

6. Disposition of Milk. Any milk Lessee does not take Lessor may dispense with as permitted by law.

7. Education. Lessee acknowledges the raw milk may contain harmful pathogens and that its consumption is not recommended by the Center for Disease Control (CDC), the Food and Drug Administration (FDA), or the Michigan Department of Agriculture (MDA). Lessee agrees to educate Lessee's family 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.

8. Assumption of Risk and Waiver 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 cow is located including but not limited to visiting and/or interacting with the cow and/or other animals that may be found in the vicinity of the cow. Lessee hereby assumes the risk of any and all such harm and also hereby waives any and all right to make, file, pursue any claim, demand, suit, action, damages, etc. against the Lessor or any of Lessor's agents, employees, representatives, principals, lessor, lessees, vendors, contractors, subcontractors, etc. that arises out of or in any way related 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 cow, (b) visiting or entering the Farm or any premises where the cow is located, (c) the care and/or boarding of the cow by Lessor.

9. 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 ect. for any injury, illness, death, loss or damage that arises out of or related in any way to (a) any handling, processing, consumptions, or use of any milk produced by the cow after it has been retrieved or otherwise obtained by Lessee, (d) the visit by any person that Lessee brings to or causes to visit the Farm or any premises where the cow is 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 the Lessor that are authorized or permitted by this agreement.

10. 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.

11. Governing Law. This agreement shall be governed by construed and enforced in accordance with the laws of Michigan.

12. Rights of Parties. The rights of each party under this agreement may nit be assigned or transferred to any other person, firm, corporation, or other entity without the prior expressed written consent of the other party.

Executed this day_____

Signature of Lessee

Signature of Lessor

Dairy Lease

1 year ownership contract \$50.00

Weekly Share ½ Gallon \$5 per week

1 Gallon \$10 per week

2 Gallons \$20 per week

_____ (Print Name) _____ (Print Address) _____ (Print City) _____ (Print State) _____ (Print Zip)

Pick up day _____

- Cleaned, sanitized glass ½ gallon mason jars with lids must be provided
- Weekly commitment must be paid for on the first of the month even if you are unable to pick up.

Initial _____

Payments accepted

Cash or paypal (maykonnie@yahoo.com only paid by friends and family or the extra fees will be charged to you)