

## **DAIRY SERVICES AGREEMENT**

### *Contractual Agreement for the Production of Dairy Products from A Consumer's Raw Milk*

This Dairy Services Agreement (hereinafter "Contract") is entered into on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter "Owner"), whose address is \_\_\_\_\_, and White Oak Meadows, located at 5301 White Oak Road, Wilsons, VA 23894 ("Provider"). Through this Contract, the Owner agrees to compensate Provider a flat rate for costs of supplies and labor rendered to convert the Owner's raw milk into customized dairy products as outlined in this Contract.

Through this Contract, Provider, with Owner's consent, agrees to take possession of Owner's raw milk and through utilization of his/her expertise, knowledge, training, equipment and facilities convert Owner's raw milk into cream, skim milk, chocolate milk, yogurt, butter, kefir and any other customized dairy products agreed upon by Owner and Provider.

Provider agrees to provide services concurrent with each milk distribution as outlined in the separate agreement entitled Bovine Agistment Agreement, **which is hereby incorporated by reference**, to convert Owner's milk into the dairy product of their choice, as indicated below. Specific dates regarding the provision of the services shall be agreed upon by the Owner and Provider.

Owner declares and affirms that he/she owns the raw milk to be used by Provider for the making of dairy products. The Owner agrees to the temporary possession by Provider of that raw milk for the making of these dairy products

It is understood by both parties, and they agree, that Provider's services will be rendered at 5301 White Oak Road, Wilsons VA 23894, owned and operated , by Provider.

It is understood by both parties, and they agree, that Provider's cost of supplies and labor to produce any dairy product Owner specifies from an amount of milk Owner determines shall be charged at the following rates:

<b>Name</b>	<b>Qty</b>	<b>Unit of Measure</b>	<b>Cost to Make</b>	<b>Container Cost</b>	<b>Container Cleaning Responsibility</b>
Cream	1	Pint	\$7.50	\$5.00 Glass Deposit	Owner & Provider
Butter	1	Pound	\$11.00	Included	n/a

Both parties understand, and are in agreement, that payment shall be due concurrent with monthly boarding fees as outlined in the separate agreement entitled **Bill of Sale**.

This Contract shall be effective upon execution and shall continue in effect until terminated by either party. This Contract may be terminated by either party by written notice provided to the other party. Such notice shall be given not less than thirty (30) days prior to the date of termination. Such notice shall expressly state the date that the termination is effective. Notice may be given in person or by certified mail to the address of each party provided in this Contract.

It is understood by the parties that at all times during the pendency of this Contract that the ownership of the raw milk, and the dairy products to be made from the raw milk, remain the sole property of the Owner. Provider takes no title or legal interest in Owner's milk and does not have any authority to transfer, assign or sell that title to any third person. It is also understood by the parties that the finished dairy products are not being sold, exchanged, or delivered between the parties, but that Provider is being retained by the Owner solely for the purpose of making customized dairy products.

The parties agree and understand that the unlicensed sale of raw milk products is prohibited by Virginia law. Under no circumstances shall either the Owner or Provider transfer the ownership or possession of any raw milk products that would constitute a sale of milk products in violation of the statutes of Virginia.

This Contract is entered into and shall be construed under the laws of the State of Virginia. If Provider must cease production in order to comply with State of Virginia laws or regulations, it shall not constitute a breach of this Agreement.

*Agreed to this* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Provider's Printed Name

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Owner's Signature