



MARSTON
FAMILY FARMS
HOMEMADE HOMESTEAD

Flock Share Investment Agreement

Date:

The Investor _____, wishes to invest in _____ laying hen(s) and have his/her hen(s) boarded and maintained by Marston Family Farms. The investor agrees to pay **\$15** per hen to invest in an unspecified, currently laying hen(s) from Marston Family Farms current flock. This is a non-refundable, one-time investment. The investor further agrees to pay Marston Family Farms **\$10** per hen (½ dozen eggs per week) or **\$18** per hen (1 dozen eggs per week) by the first of each month to feed, house, water, and care for the hen(s), as well as collect and store the eggs produced.

The parties agree as follows:

1. Marston Family Farms agrees that:

- A) Marston Family Farms will feed, water, and care for the flock of laying hens with feed and daily access to the outside with no cages.
- B) Marston Family Farms will collect eggs from the flock daily and store them at or below 45 degrees fahrenheit.
- C) Marston Family Farms will assume the investment, at no cost to Marston Family Farms, of any laying hen if:
 - i) The investor fails to pay boarding fees twice. After one missed payment Marston Family Farms will notify the investor that they are executing a lien on the laying hen and her eggs in accordance with this agreement. After a second missed payment Marston Family Farms will assume the investment and retain all eggs produced. The assumption of the investment and retention of the eggs will serve as the compensation for the two missed payments and will effectively terminate the boarding agreement between Marston Family Farms and Investor.

ii) The investor notifies Marston Family Farms that he/she is relinquishing the investment in the laying hen. Marston Family Farms will assume continue to maintain the hen in the flock, as long as she is healthy.

D) Marston Family Farms will deliver the investor's eggs to an agreed upon pick-up location weekly, bi-weekly, or monthly.

2. The Investor agrees that:

A) Investor will pay for the boarding and Marston Family Farms labor of egg collection, storage, and maintenance on the first day of each month in advance.

B) The Investor or a representative will be at the agreed upon egg pick-up location at the agreed upon day and time. If the Investor or Investor's representative fails to appear, their eggs will be stored for 1 week during which time it is the Investor's responsibility to arrange to pick-up the eggs at Marston Family Farms operating premises. If the eggs have not been claimed by the Investor after the 1 week of storage, the Investor forfeits his/her claim to those eggs and Marston Family Farms may use them as Marston Family Farms sees fit.

C) The Investor recognizes that he/she is investing in an unspecified hen(s) within the flock. Marston Family Farms will manage the flock as a whole and will not provide separate accommodation for any specific hen unless a hen becomes injured or ill and must be quarantined. This flock management technique allows the Investor to count on a steady supply of 6 or 12 eggs per hen each week. Hens typically lay 1 egg per day, but production varies throughout the year due to shorter days during winter months and molting times. Managing the flock this way, the investor will receive a steady supply of 6 or 12 eggs per hen per week, versus the varied production that 1 bird would provide.

D) The Investor acknowledges that their laying hen produces raw eggs. Marston Family Farms will collect and store the eggs as stated in section 1B but will not wash or process the eggs in any way. This means that the natural Bloom the hen deposits on the eggs to help maintain its freshness should be intact. It is the Investors

responsibility to ensure proper handling and preparation of their raw eggs.

Safe handling instructions: To prevent illness from bacteria, wash eggs before cracking the shell or cooking, keep eggs refrigerated, cook eggs until the yolks are firm, and cook foods containing eggs thoroughly.

3. Investor and Marston Family Farms mutually agree that:

- A) The term of this contract is for 1 year from the date on this contract. The contract shall be automatically renewed indefinitely until Investor or Marston Family Farms shall give notice of cancellation.
- B) Marston Family Farms will make all decisions concerning the boarding and care of the flock (to include veterinarian services) while the hens are physically present at Marston Family Farms operating premises.
- C) The Investor may visit Marston Family Farms flock by coordinating a date and time with Marston Family Farms.
- D) This agreement may be terminated by either party giving 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 Missouri, 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.

Investors signature: _____ Date: _____.

Marston Family Farms signature: _____ Date: _____.

Please return form to: marstonfamilyfarms417@gmail.com