



DAIRY HERD LEASE AGREEMENT

This lease agreement is made this day _____, 20__ between Hock Newberry Farm [hereinafter “Lessor”], whose farm is located at 13173 Scotts Mill Road, Culpeper, Virginia 22701 [hereinafter the “Farm”], and _____ [hereinafter “Lessee”] whose principal address is _____.

1. **Lease.** Lessor transfers to Lessee a _____ one-twenty-eighth ($\frac{\quad}{28}$) leasehold interest in a herd of twenty-three (23) dairy goats as listed in **Exhibit A** [hereinafter the “Herd”]. The term of this lease agreement shall begin on the date of the signing of this agreement and continue on a month-to-month basis, ending on September 30, 20____, unless Lessor or Lessee provide thirty (30) day’s written notice of their intent to terminate the agreement prior to that date.
2. **Payment.** Lessee shall pay Lessor a refundable one-time fee of _____ dollars (\$____) at twenty dollars (\$20.00) per twenty-eighth interest for the term of the lease, to be paid with the execution of this Agreement. Refund will be issued upon return of all jars and lids in good, usable, and clean condition.
3. **Care of Herd.** Lessor shall furnish all the feed, pasture, shelter, labor and equipment for caring of the Herd and shall pay necessary veterinary and medical expenses in connection with such herd. Lessor shall care for the Herd in a business-like manner consistent with practices generally accepted by dairy breeders in the community. Lessor shall not be liable to Lessee for any loss of or damage to the Herd or from anything resulting from the care of the Herd by Lessor.
4. **Boarding Fee.** Lessee shall pay Lessor _____ dollars (\$____) at eighty dollars (\$80.00) per month per twenty-eighth interest for Lessor’s labor and expenses in carrying out the terms of this agreement. Lessee shall pay Lessor an agreed upon amount for any additional services requested by Lessee.
5. **Ownership.** The title and ownership of all animals furnished by Lessor and of their increase and of their replacements shall be retained by Lessor throughout the term of this lease.
6. **Disposition of Milk.** Lessee shall be entitled to receive a percentage of all milk produced during the term of this lease agreement equal to Lessee’s percentage lease interest in the Herd. Any milk Lessee does not take within 24 hours of scheduled pickup (unless otherwise coordinated), Lessor may dispense with as permitted by law.
7. **Education.** Lessee acknowledges that raw milk may contain harmful pathogens and that its consumption is not recommended by the Centers for Disease Control (CDC), the Food and Drug Administration (FDA), or the Virginia Department of Agriculture and Consumer Services (VDACS). Lessee agrees to educate Lessee’s family members 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 of 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 Herd is located including but not limited to visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd. Lessee hereby assumes the risk of any and all such harm and also hereby waives any and all right to make, file, or pursue any claim, demand, suit, action, cause of action,



damages, etc. against the Lessor or any of Lessor’s agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. that arises out of or in any way relates 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 Herd, (b) the handling or consumption of raw dairy products that Lessor processes at Lessee’s request from the milk produced by the Herd, (c) visiting or entering the Farm or any premises where the Herd is located, (d) the care and/or boarding of the Herd 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, etc. for any injury, illness, death, loss or damage that arises out of or relate in any way to (a) any handling, processing, consumption, or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Lessee, (b) the visit by any person that Lessee brings to or causes to visit the Farm or any premises where the Herd 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 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 the Commonwealth of Virginia.

12. Rights of the Parties. The rights of each party under this agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior expressed written consent of the other party.

13. Severability. If, for any reason, any provision or provisions of this agreement are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those portions of this agreement which are valid.

14. Captions. The captions of sections and subsections contained in this agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

15. Waiver. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

Executed this day _____, _____.

For Lessor _____

For Lessee _____



Exhibit A

Goats Constituting the Designated Herd

The herd includes the original goats listed below augmented by any increases (less male goats) and replacements of such goats as well as diminished by any decreases.

#	Ear tag/Tattoo		Breed	Livestock Name	Barn Name	Date of Birth
	Right	Left				
1	HNF	F19	Nubian	Hock Newberry Razzle Dazzle Em	Razzle	6/7/15
2	HNF	J10	Nubian	Hock Newberry Bee-Dazzled	Dazzle	4/21/17
3	HNF	F10	Nubian	Hock Newberry Amazon Princess	Princess	4/25/15
4	HNF	K2	Nubian	Hock Newberry Nutmeg	Nutmeg	4/12/18
5	HNF	J5	Nubian	Hock Newberry Darling Diva	Diva	4/9/2017
6	HNF	D4	Nubian	Hock Newberry Jessica Rabbit	Bunny	3/25/2013
7	HNF	M18	Nubian	Hock Newberry Icecream Sammich	Sammy	4/8/20
8	HNF	N11	Nubian	Hock Newberry Strawberry Blonde	Blondie	5/22/21
9	HNF	L6	Nubian	Hock Newberry Hippity Hope	Hope	8/24/19
10	HNF	L4	Nubian	Hock Newberry Moon Shadow	Moonie	5/20/19
11	HNF	L8	Nubian	Hock Newberry Velveteen Rabbit	Velvet	9/4/19
12	HNF	F4	Nubian	Hock Newberry Makin Mischief	Missy	4/3/15
13	HNF	K10	Nubian	Hock Newberry Midnight Skye	Skye	4/20/18
14	HNF	K4	Nubian	Hock Newberry Elvira	Ellie	4/14/18
15	HNF	M21	Nubian	Hock Newberry Emmalynn	Emma	4/13/20
16	HNF	N15	Nubian	Hock Newberry the GOAT	Gigi	5/24/21
17	HNF	H3	Nubian	Hock Newberry Powdered Sugar	Sugar	3/19/16
18	HNF	N4	Nubian	Hock Newberry Ice Cream Sundae	Ice Cream	5/13/21
19	HNF	J2	Nubian	Hock Newberry Milk'n Honey	Honey	3/29/17
20	HNF	L1	Nubian	Hock Newberry Bit O'Honey	Little Bit	5/6/19
21	HNF	M6	Nubian	Hock Newberry Freckles	Freckles	4/2/20
22	HNF	J11	Nubian	Hock Newberry Dutchess	Dutchy	4/24/17



23	HNF	M10	Nubian	Hock Newberry Aoife	Aoife	4/4/20
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