

**Trinity Rose Dairy Goats**  
**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_, by and between **Arden Ward (hereinafter referred to as "Seller")** and \_\_\_\_\_ (hereinafter referred to as "**Buyer**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Seller and Buyer hereby agree as follows:

**1. Purchase and Sale of an Interest in a herd of Goats.** Seller hereby sells to Buyer and Buyer hereby purchases from Seller \_\_\_\_\_ shares in the herd of Goats (hereinafter referred to as "the Herd"). It is agreed and understood by Buyer that Buyer's interest in the Herd is a limited interest shared with others of co-ownership in the Herd and that the interest purchased by Buyer does not convey or vest in Buyer sole ownership of the Herd or of any particular Goat in the Herd. It is further agreed and understood that the specific Goats in the Herd may change over time as Goats die or as Seller adds to or deletes from the Herd in his sole and absolute discretion; however, Seller shall not be obligated to add to the Herd to replace a Goat that dies, but may do so at Seller's discretion. Seller will notify Buyer of all such changes in the Herd. Buyer's interest does not include any rights to or interest in any offspring of any Goats in the Herd; all rights to, interest in, and ownership of any and all offspring of Goats in the Herd is reserved by Seller and shall vest and remain in Seller.

**2. Purchase Price.** The Buyer shall pay the sum of **\$40.00** for the interest that Buyer is purchasing from Seller in the Herd. Payment in full shall be due and owing from Buyer and to Seller immediately upon execution of this Agreement by both Buyer and Seller.

**3. Rights and Obligations of Buyer.** Buyer shall have the following rights and obligations pursuant to this Agreement:

**3.1. Monthly Fee.** Buyer shall pay to Seller a monthly fee of **\$35.00** toward the board & care of the animals. The monthly fee shall be used at Seller's discretion to cover boarding costs, labor, and other expenses and items as deemed necessary and appropriate by Seller in connection with care and maintenance of the Herd. The monthly fee shall be due and payable in advance by the **1st** day of the month and is not refundable under any circumstances, including in the event of a redemption or resale of Buyer's interest pursuant to section 6 of this Agreement.

**3.2 Share of Milk Produced by the Herd.** Buyer shall be entitled to receive on a weekly basis a proportional share of the milk produced by the Herd so long as Buyer is not delinquent in Buyer's payment of monthly fees. The amount of milk to be received by Buyer shall be determined by multiplying Buyer's interest in the herd by the amount of milk produced. Seller reserves the right to and intends to retain shares in the Herd and may, at Seller's discretion, distribute some or all of Seller's proportional share of the milk to Buyer and any other persons who are co-owners of the Herd, and any such distribution by Seller shall be done in whatever manner and in whatever amounts Seller deems appropriate in Seller's sole and absolute discretion.

**3.3 Retrieval of Milk.** So long as Buyer is not delinquent in Buyer's payment of monthly fees, Buyer may retrieve each week Buyer's share of the milk produced by the Herd on the day and at the place designated by Seller in accordance with any procedures that are set by Seller, and the designated day, place, and procedures may change from time to time at Seller's discretion and direction. Any such milk that is not retrieved by Buyer within seven days of the day designated by Seller shall be disposed of by Seller in a manner to be determined in Seller's discretion. Failure by Buyer to timely retrieve Buyer's proportional share of the milk produced by the Herd and/or disposal of any such milk not retrieved by Seller shall not in any way relieve Buyer of Buyer's obligation to pay the monthly fee as set forth in section 3.1 above or any additional fees assessed pursuant to section 3.2 above or entitle Buyer to any credit or replacement of the milk from any future yield of milk from the Herd.

**3.4 No Sale of Milk Allowed. BUYER MAY NOT UNDER ANY CIRCUMSTANCES SELL ANY PORTION OF BUYER'S SHARE OF THE MILK PRODUCED BY THE HERD OR ANY OTHER MILK THAT IS PRODUCED BY THE HERD AND RETRIEVED OR OTHERWISE OBTAINED BY BUYER.**

**3.5 Visitation of and Interaction with Herd.** Buyer may visit and interact with the Herd at such times and places as Seller shall from time to time designate. During any such times of visitation and/or interaction with the Herd, Buyer shall comply with all rules, procedures, directions, etc. of Seller, including, but in no way limited to, any order by Seller for Buyer to immediately leave the premises if Buyer fails or refuses to comply with any such rule, etc. or if Seller believes that such order to immediately leave the premises may prevent harm to the Buyer, the Herd, any Goat in the Herd, or any other person, animal, or property.

**3.6 Indemnification.** Buyer shall indemnify and defend Seller and hold Seller harmless against any and all demands, claims, suits, actions, causes of actions, etc. that arise out of or relate in any way to (a) any consumption or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Buyer, (b) any injury or claim of any person that Buyer brings or causes to visit or to interact with the Herd, or (c) any failure on the part of Buyer to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Seller that are authorized or permitted by this Agreement. Buyer shall also indemnify, defend, and hold harmless Seller's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. against any and all demands, claims, suits, actions, causes of actions, etc. that arise out of or relate in any way to (a) any consumption or use of any milk produced by the Herd after it has been retrieved or otherwise obtained by Buyer, (b) any injury or claim of any person that Buyer brings or causes to visit or to interact with the Herd, or (c) any failure on the part of Buyer to comply with the terms of this Agreement or with any rules, procedures, directions, orders, etc. of Seller that are authorized or permitted by this Agreement.

**4. Rights and Obligations of Seller.** Seller shall have the following rights and obligations pursuant to this Agreement:

**4.1 Maintenance and Care of the Herd.** Seller shall provide for all necessary care, handling, and maintenance of the Herd. Seller may discharge this duty of care, handling, and maintenance of the Herd alone or may discharge this duty by employing such employees, agents, contractors, and others to work alone or in conjunction with one another and/or Seller as Seller deems necessary and appropriate. Seller may use any or all of the fees and payments collected from Buyer and other co-owners of the Herd to satisfy this obligation of care, handling, and maintenance of the Herd and may use any such fees or payments to pay for Seller's own labor and supplies and/or the labor and supplies provided by any employees, agents, contractors, or others in connection with the care, handling, or maintenance of the Herd.

**4.2 Educational Opportunities for Buyer.** Seller shall make a reasonable effort to provide and facilitate, when practical, educational opportunities for Buyer designed to enhance Buyer's understanding and appreciation of the Herd and of dairy farming.

**5. Buyer's Assumption of Risks and Waiver of Claims.** Buyer understands and acknowledges that there are or may be risks of harm encountered in consuming raw milk; in visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd; in visiting or entering upon the type of premises where the Herd may likely be found; and in being near or even on the same premises as the types of equipment, tools, machinery, etc. that are likely to be found upon the type of premises where the Herd may likely be found. By signing this Agreement Buyer hereby knowingly and voluntarily 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 Seller or any of Seller's agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc., that arises out of, or in any way relates to any harm encountered or caused, in whole or in part, by, consuming raw milk; visiting and/or interacting with the Herd and/or other animals that may be found in the vicinity of the Herd; visiting or entering upon the premises where the Herd is or may be found; or encountering equipment, tools, machinery, etc. that are found upon the premises where the Herd is or may be found.

**6. Redemption by Seller and Resale to Seller. The shares purchased by Buyer pursuant to this Agreement are not transferable and cannot be sold, resold, traded, or otherwise conveyed except as follows:**

**6.1 Redemption by Seller.** Seller may at any time redeem any and/or all shares sold to Buyer provided that Seller gives Buyer at least one week written notice of Seller's intention to redeem the shares. The redemption price to be paid by Seller to Buyer shall be \$40.00 per share if the date of redemption is less than 5 business days from the date of original purchase and \$20.00 per share if the date of redemption is after 5 business days.. Seller may, in his sole and absolute discretion, prohibit Buyer from visiting or interacting with the Herd from the date of the written notice by so stating in the written notice, and, in that event, Buyer shall immediately comply with that prohibition notwithstanding any interval between the date of the notice and the date of redemption or the date of payment of the redemption price.

**6.2 Resale to Seller.** Buyer may resell his shares to Seller at any time provided that Buyer gives Seller at least two weeks written notice of Buyer's intention to resell the shares to Seller. The resale price of the shares to be paid by Seller to Buyer shall be \$20.00 per share. Seller may pay the resale price to Buyer at any time within 60 days from receipt of Buyer's written notice of intent to resell the shares to Seller.

**7. Disputes.** This Agreement is entered into in the State of Tennessee and shall be interpreted and enforced in accordance with the law of the State of Tennessee. In the event of any dispute, venue for any legal action shall be exclusively in Rutherford County, Tennessee and Seller and Buyer hereby unconditionally waive any right to proceed in any other venue. The prevailing party in any legal action arising out of any dispute related to the rights and obligations set forth in this Agreement shall be entitled to recover any and all costs and attorney's fees incurred as a result of the dispute, including all such costs and attorney's fees incurred before, during, and/or after legal action is commenced.

**8. Complete Agreement.** This Agreement (including and any notices, designations, etc. from Seller pursuant to sections 3.4 or 3.6 of this Agreement that are attached hereto) comprises the complete and entire agreement between Seller and Buyer and all of the terms and conditions thereto and cancels, supercedes, and takes the place of any and all prior oral or written representations, agreements, promises, and/or negotiations between Seller and Buyer.

**9. Amendment.** This Agreement may not be amended or modified except by a written agreement signed by both Seller and Buyer or by notices, designations, modifications, supplementations, etc. provided by Seller to Buyer pursuant to section 1, section 3.4, or section 3.6 of this Agreement.

DATED: \_\_\_\_\_.

SELLER

BUYER

\_\_\_\_\_  
Arden Ward