

TORENA Farms, LLC

COW BOARDING CONTRACT

THIS AGREEMENT IS made and entered into to be effective as provided herein by and between TORENA Farms, LLC, whose address is 17528 County Road 2, Wiggins, CO 80654 and

Print Name

Address City Zip

RECITALS

- A. The Emissaries (TORENA Farms, LLC,) are the owner of the dairy facilities at 17528 County Road 2, Wiggins, CO, for the holding, caring for, handling and milking of dairy cows (female bovines), on behalf of Boarder and others of the dairy cows which will constitute the hereafter defined Herd.
- B. Boarder is the owner of:
- An undivided interest of _____ shares in a herd (herein called the “herd”) of dairy cows (female bovines) located at the Dairy Facilities, the address of which is 17528 County Road 2, Wiggins, CO, and all replacements and increase of the dairy cows, which herd constitutes and shall constitute all of the dairy cows, producing or dry at this location.
- C. Boarder (together with the owners of all the undivided interests in the Herd who are each entering into an agreement with TORENA Farms LLC, substantially similar with this one) desires to board the herd with TORENA Farms, LLC, and to have TORENA Farms, LLC, care for and milk the cows in the Herd, And TORENA Farms, LLC, desires to take on the boarding obligation.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this agreement, the parties agree as follows:

1. Definitions. In addition to other terms defined in this agreement, for purposes of this Agreement, the terms:
 - a. “Boarding” shall mean having possession of, feeding, maintaining and caring for the Herd, milking the Herd and preparing the production of milk from the Herd for pick up by the individual Herd owners.
 - b. “Herd Agreements” shall mean collectively this agreement and all of the other agreements substantially similar to this one signed by the owners of the remaining undivided interests in the Herd.
 - c. “Herd owners” shall mean collectively all of the owners of undivided interests in the Herd.
 - d. “Percentage Interest” shall mean the undivided percentage interest of Boarder (or another person) in the Herd determined by dividing the total number of the Boarder’s (or other person’s) undivided number of shares in the Herd by the total number of shares created and existing from time to time in the entire Herd.
2. Delivery of Herd for Boarding. Upon the execution of agreements substantially similar to this one by the owners of all the ownership interests in the Herd, TORENA Farms, LLC, shall take possession of the Herd for and on behalf of the owners.
3. Boarding Fees. For boarding the Boarder’s undivided interest in the Herd, TORENA Farms, LLC the predetermined fee shall be paid by Boarder, the predetermined fee per share of the Herd. One share equals one gallon of milk per week. The Boarder shall pay the uniform boarding fee to TORENA Farms, LLC, in advance, every four weeks during the time this agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by TORENA Farms, LLC for its services to be provided to Boarder under this Agreement.
4. Shares of Milk
 - a. Each share of milk is \$50. This is a one time, nonrefundable fee.

- b. Boarder shall be entitled to receive milk product. Boarder shall be entitled to receive milk production from Boarder's undivided shares in the Herd. The milk production attributable to Boarder's undivided interest shall be equal to Boarder's Percentage Interest in the total weekly milk production from the Herd.
 - c. Boarder shall pick up Boarder's share of milk production at least one time per week at times to be specified by TORENA Farms, LLC; provided that TORENA Farms, LLC shall make every reasonable effort to make those times convenient for the Herd owners by soliciting comments on scheduling from the Herd owners.
5. Duties of TORENA Farms, LLC. In addition to any other duties provided for in this Agreement, TORENA Farms, LLC shall have the following duties in connection with boarding the Herd:
- a. To receive the Herd for boarding at its principal place of business and to provide any other reasonable services required for in this Agreement or requested by the Herd owners;
 - b. To maintain and care for the Herd using practices in accordance with the Herd Health Program and the Operating Standards attached to this agreement and incorporated in it by reference and, whether applicable to the operations of TORENA Farms, LLC or not, as closely as reasonably possible to the requirements of Colorado health laws and regulations applicable to the caring of female bovines and the handling of milk production from them;
 - c. To manage the Herd for and on behalf of the Herd Owners and to acquire and dispose of cows as shall be necessary to maintain health and productivity of the Herd;
 - d. To pay all expenses for maintaining and caring for the Herd as required above;
 - e. To provide reports to the Boarder as shall be appropriate to apprise Boarder of the condition of the Herd and any other information, which TORENA Farms, LLC believes will be useful to Boarder in monitoring the health and performance of the Herd with respect to Boarder's interest in the Herd.

6. Special Services. In addition to the uniform boarding fee provided for in this Agreement, should the Boarder request TORENA Farms, LLC to provide any special service beyond the boarding and milking required under this Agreement, Boarder and TORENA Farms, LLC shall agree as to the amount of additional charges, if any, to be paid by Boarder to TORENA Farms, LLC for the special services.
7. No Sales of Milk. Boarder and TORENA Farms, LLC acknowledge that the sale of raw milk is prohibited by the State of Colorado. Under no circumstances shall Boarder or TORENA Farms, LLC transfer the ownership or possession of any milk production from the Herd in any transaction, which would constitute a sale of milk in violation of the statutes of the State of Colorado or the regulations of the Colorado Department of Public Health and Environment. Boarder and TORENA Farms, LLC each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provisions of this section by the indemnifying party.
8. Lien for Charges: Enforcement
 - a. TORENA Farms, LLC shall have, and boarder specifically grants to TORENA Farms, LLC, a lien and security interest of boarder in the Herd for all unpaid boarding and other charges resulting from the boarding and care of the animal and other services required or requested of TORENA Farms, LLC by Boarder under and pursuant to this Agreement.
 - b. Boarder agrees that in the event the charges due from Boarder to TORENA Farms, LLC are not paid within the time provided herein or otherwise agreed between the Boarder and TORENA Farms, LLC, TORENA Farms, LLC may exercise its lien rights, and in connection with such rights, may dispose of Boarder's interest in the Herd for any and all unpaid charges at public or private sale, with or without public notice or notice to Boarder of sale, after ten (10) days notice to Boarder of the unpaid charges. In the event the sale does not secure a sufficient price to pay the costs of board and other charges, plus costs of sale, Boarder shall pay to TORENA Farms, LLC the difference within ten (10) days of demand by TORENA Farms, LLC. Any amounts realized by TORENA Farms, LLC at the sale, over and above charges due and costs of sale, shall be returned to Boarder.
9. Owner Transfer

- a. Boarder specifically represents and warrants to TORENA Farms, LLC that boarder is the owner of the undivided interest in the Herd described in the recitals and has acquired the interest in the herd for Boarder's own use and benefit.
- b. Boarder shall not transfer or assign any of Boarder's rights or interests in the Herd or under this Agreement without the prior written consent of TORENA Farms, LLC, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Herd Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment. Boarder shall at no time and under no circumstance sell or exchange any of Boarder's interest in the production from the Herd and shall at all times use the Boarder's share of production for Boarder's own use. Because all of the Herd Agreements are interdependent and cannot function without all interests in the Herd being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of an interest in a proper cause of action, the Court is requested to make the transfer or assignment subject to the terms of a Herd Agreement with respect to the transfer or assignment being ordered by the Court.

10. Liability

- a. TORENA Farms, LLC shall not be liable to Boarder for any loss or damage to the Herd or for anything resulting from the care and maintenance of the Herd by TORENA Farms, LLC or from handling of production from the Herd by TORENA Farms, LLC so long as TORENA Farms, LLC shall have complied with the requirements of this Agreement with respect to the Herd or milk production from it.
- b. TORENA Farms, LLC shall not be liable to Boarder for any sickness, death, loss or damage from the production of raw milk produced and delivered to Boarder from Boarder's share of the Herd unless TORENA Farms, LLC shall have failed to comply with the Herd Health Program and the operating Standards attached to this Agreement and the sickness, death, loss or damage shall have resulted directly from the failure of TORENA Farms, LLC to so comply
- c. Notwithstanding the foregoing, TORENA Farms, LLC shall indemnify and hold Boarder harmless for any loss, damage, liability or expense caused by any animal in the Herd to the person or property of Herd Owners or third

parties because of the gross neglect or intentional act or omission of TORENA Farms, LLC.

11. Damage Claims. In the event Boarder seeks to assert any claim against TORENA Farms, LLC for any reason in connection with this Agreement or the activities of TORENA Farms, LLC under it, Boarder must file a written claim with TORENA Farms, LLC stating the nature of the claim and the amount of relief sought within one hundred and eighty (180) days after Boarder becomes aware of the circumstances giving rise to the claim. Unless Boarder files a claim within the prescribed time, Boarder waives any and all rights that Boarder may have against TORENA Farms, LLC for any liability arising under this Agreement.
12. Arbitration of Disputes. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing a demand in writing with the other party within one hundred and eighty (180) days after the dispute first arises. Thereafter, the arbitration shall be conducted by three arbitrators (one appointed by Boarder, one by TORENA Farms, LLC, and a third by the two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay the parties own costs in connection with the arbitration and the parties shall pay the costs of the arbitrators in equal amounts.
13. Effective Date; Termination.
 - a. This Agreement shall be effective following the completion and execution of Herd Agreements by all of the Herd owners. TORENA Farms, LLC shall promptly notify Boarder of the effective date of the Agreement.
 - b. This Agreement shall continue so long as the Herd Agreements are in effect for the entire Herd. If any one of the Herd Agreements, other than this one, shall be terminated for any reason, this Agreement shall continue in effect for an additional one hundred and eighty (180) days during which time TORENA Farms, LLC and the remaining Herd owners may seek to obtain one or more Herd Agreements covering that portion of the Herd which was covered by the terminated Agreement(s). If a replacement Herd Agreement is not obtained within the specified time period, this agreement may be terminated by TORENA Farms, LLC pursuant to subsection 14 a below. In seeking a replacement Herd Agreement, TORENA Farms, LLC may for its own account determine to take on the obligations under a terminated Herd

Agreement; provided that in so doing, TORENA Farms, LLC will take no actions which would involve the sale of milk from the Herd in contravention of a Herd Agreement or the laws and applicable regulations of the State of Colorado.

14.

- a. This Agreement may be terminated by TORENA Farms, LLC upon ninety (90) days notice to Boarder so long as TORENA Farms, LLC shall terminate all the Herd Agreements at the same time or has found a replacement Herd Agreement for this Agreement.
- b. This Agreement may be terminated by Boarder (a) if Boarders together with other Herd owners having Herd Agreements which together cover a majority of the cows in the Herd notify TORENA Farms, LLC of the termination of the Herd Agreements within a period of twenty (20) days of each other; (b) or Boarder has found another person who is acceptable to TORENA Farms, LLC who acquires Boarders interest in the Herd and signs a Herd Agreement substantially the same as this one; (c) Boarder provides 7 day's notice through the Cancellation Form on www.torenafarms.com of intent to terminate boarding relationship. Boarder will release any claims to any Herd ownership in this case.

Upon Termination of this agreement pursuant to subsections a and b above, with out a replacement Herd Agreement being signed, Boarder agrees that a committee of three Herd owners may be appointed by the Herd Owners (or if they fail to agree, within thirty (30) days by TORENA Farms, LLC), which committee shall review all of the animals in the Herd and provide to Boarder and all other Herd owners a recommended list of assignments to be made to transfer ownership of the animals in the Herd to Boarder and all other Herd owners so that the undivided interest of Boarder and all other Herd owners in the Herd shall become undivided interest in separate specific animals in the Herd. The objective shall be to provide for a few Herd owners to own an individual cow so they might dispose of it or arrange for other boarding more easily. The interest to be created shall be created by transferring each Herd owner's shares in the Herd as a whole to one or, if necessary, more cows. For example, if a Herd owner has three undivided shares in the Herd as a whole and thirty shares equals the number of shares which would be equivalent to one cow, the herd owner would be given three undivided shares out of thirty (or 10 percent) in one cow and would then have no interest in any other cows in the Herd. Boarder agrees to this

technique and further agrees to execute any documents necessary to accomplish the recommendation of the committee.

- a. If this Agreement is terminated with a replacement Herd Agreement being signed, Boarder agrees to sell Boarders interest in the Herd to the person (s) signing the replacement Herd Agreement so long as Boarder shall receive a price at least equal to the price Boarder originally aid for Boarders interest in the Herd.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, TORENA Farms, LLC shall not be responsible for any delay or failure of its performance under this Agreement if the delay or failure is caused by any matter beyond the control of TORENA Farms, LLC including, but not limited to, an illness in the Herd not caused by a breach of TORENA Farms, LLC's duties under this Agreement and which TORENA Farms, LLC has promptly taken steps to have treated or corrected, death of cows in the Herd which does not result from a breach by TORENA Farms, LLC of its duties under this Agreement, government regulations public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection, windstorms, rainstorms, snowstorms, floods or other acts of God.

16. Miscellaneous

- a. Construction. When necessary for proper construction, the masculine for any word used in the Agreement shall include the feminine and neuter gender, the singular, the plural and vice versa.
- b. Governing Law. This Agreement is being executed and delivered in the State of Colorado and shall be constructed in accordance with and governed by the laws of such state.
- c. 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 the Agreement.
- d. Entire Agreement. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

- e. 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
- f. Incorporation by Reference. All schedules, exhibits and attachments referred to in this Agreement are incorporated by reference and made a part of this Agreement.
- g. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date described above.

Boarder Signature: _____

Boarder Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email address: _____

Date: _____

TORENA Farms, LLC:

By (Signature)

Thomas Wendland, OWNER
17528 County Road 2 Wiggins, CO 80654
303-519-1857
torenafarms@gmail.com