

Elim Springs Dairy, LLC
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_____, between _____ (hereinafter "Owner"), whose address is

_____ and Elm Springs Farm, LLC (hereinafter "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 butter, cream, cottage cheese, cheese 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 **Herd Share Agreement which is hereby incorporated by reference and attached as Exhibit A**, 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 401 Raines Tavern Road, Farmville, Virginia 23901 that is owned 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:

- A. Butter at ten dollars per pound (\$10/lb.);
- B. Cream at eight dollars per quart (\$8/qt.);
- C. Cottage Cheese at four dollars and fifty cents per pint (\$4.50/pt.);
- D. Cheese at seven dollars and fifty cents per pound (\$7.50/lb.);
- E. and Other Customized Dairy Products at rates agreed upon by both parties.

Both parties understand, and they agree, that payment shall be due concurrent with monthly boarding fees as outlined in the separate agreement entitled **Herd Share Agreement**.

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.

This Contract is entered into and shall be construed under the laws of the Commonwealth of Virginia. If Provider must cease production in order to comply with Commonwealth 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

EXHIBIT A

Attached is a copy of the Bovine Agistment Agreement