



HERDSHARE MEMBERSHIP AGREEMENT

WEEKLY RAW MILK

Parties and purpose

This Herdshare Membership Agreement is entered into between Heart and Hands Homestead LLC (the Farm) and the person or household identified in the signature section (the Member). The purpose of the Agreement is to document the Member's partial ownership interest in the Farm's dairy herd and the Farm's boarding, care, and milking services.

North Carolina law generally limits the direct sale or dispensing of raw milk for human consumption but provides an exception for raw milk dispensed for personal use or consumption to an independent or partial owner of a cow, goat, or other lactating animal. Reference: N.C.G.S. § 106-266.35. The parties intend this Agreement to establish and administer such an ownership arrangement.

Membership interest, fees, and allocation

Annual membership and herd-care fee	\$150, non-refundable, due when joining and annually thereafter
Weekly share fee	\$7.50 per share per week
Standard milk allocation	One 1/2-gallon jar of raw milk per share per week, with the option to purchase more than one share each week when available
Payment methods	Venmo, PayPal, cash, or check, as arranged with the Farm

Membership may also provide access to optional farm products when available; no particular product or quantity is guaranteed. Payments are for the ownership interest and the Farm's animal-care, boarding, and related services, not a retail purchase of raw milk.

The herd and milk type

The Farm's dairy herd includes cows identified through testing as A1/A2 and cows identified as A2/A2. Unless the Farm confirms otherwise directly by text, phone call, or email for a particular allocation, the Member is not promised milk exclusively from A2/A2 cows or any particular beta-casein profile.

Farm responsibilities

- Provide routine feed, water, pasture access, shelter, husbandry, milking, and veterinary care as the Farm determines appropriate for the welfare of the herd.
- Use reasonable sanitary milking and handling practices and refrigerate collected milk promptly.
- Communicate material schedule changes, herd-health events, or expected interruptions when reasonably possible. We use the Signal app and text messaging.
- Make the Member's weekly allocation available at the agreed pickup location and time, subject to production and animal welfare.

Member responsibilities

- Pay all annual and weekly share fees when due and keep contact information current.
- Use the allocated milk only for the Member's personal or household use and not resell or redistribute it.
- Pick up the weekly allocation at the agreed time or communicate promptly with the Farm about an unavoidable change.
- Transport milk in a clean cooler and keep it refrigerated at 40°F or below.
- Return clean, dry 1/2-gallon glass jars and lids. Remove labels and wash jars thoroughly with hot, soapy water before returning.
- Follow farm-visit instructions and arrange visits in advance.
- Help with the annual hay delivery and stacking.

Unpasteurized milk acknowledgment

The Member understands that the milk distributed under this Agreement is raw and has not been pasteurized.

Production changes and interruptions

Milk production varies with lactation, weather, animal health, breeding, dry periods, and other agricultural conditions. The Farm does not guarantee uninterrupted production or an exact volume every week. The Farm will communicate significant interruptions and any applicable temporary arrangements as reasonably possible. Animal welfare and milk safety take priority over allocation volume.

Pickup and visits

Pickup and farm-visit details, including the full farm address, will be provided after the Farm approves the membership. Farm visits are by appointment. The Member is responsible for collecting the weekly allocation; arrangements for missed pickups must be made directly with the Farm.

Term and termination

Membership begins when this Agreement is signed by both parties and the initial annual fee is received. The annual fee is non-refundable. Either party may terminate the Agreement with two weeks' written notice, subject to any unpaid amounts already due. The Farm may suspend pickup immediately when reasonably necessary for animal welfare, food handling, safety, nonpayment, or a material breach of this Agreement.

MEMBERSHIP INFORMATION AND SIGNATURES

Requested membership

Member name(s)	Click or tap here to enter text
Household name (if different)	Click or tap here to enter text
Email	Click or tap here to enter text
Phone	Click or tap here to enter text
Mailing address	Click or tap here to enter text
Number of shares requested	Click or tap here to enter text
Requested start date	Click or tap here to enter text

Member acknowledgments

- ☐ I have read this entire Agreement and had the opportunity to ask questions.
- ☐ I understand the annual fee, weekly share fee, weekly allocation, and production limitations.
- ☐ I understand that the herd includes A1/A2 and A2/A2 cows and that an exclusively A2/A2 allocation is not promised unless confirmed separately by text, phone call, or email.
- ☐ I understand that the milk is unpasteurized and acknowledge the handling and food-safety information above.
- ☐ I agree that my allocation is for personal or household use and will not be resold.

Member signature

Date

Printed name

Heart and Hands Homestead LLC representative

Date

Printed name/title

Approved number of shares

Farm contact: 973-897-8705 | heartandhandshomestead@gmail.com

HERDSHARE FREQUENTLY ASKED QUESTIONS

Why is an ownership agreement required?

North Carolina law distinguishes an ordinary retail sale of raw milk from distribution for personal use to an independent or partial owner of a lactating animal. This Agreement documents the Member's partial ownership interest and the Farm's care and boarding services.

Do I need to own an entire cow?

No. Members acquire a partial interest in the dairy herd. One standard share is associated with an allocation of up to one 1/2-gallon jar per week, subject to production and availability.

What does membership cost?

The annual, non-refundable membership and herd-care fee is \$150. Each milk share is \$7.50 per week. Multiple shares may be requested when available.

Is all milk A2/A2?

No. The herd includes both A1/A2 and A2/A2 cows. Unless the Farm confirms otherwise directly by text, phone call, or email, a Member's allocation is not guaranteed to come exclusively from A2/A2 cows.

How do I transport and store my milk?

Bring a clean cooler for pickup and refrigerate the milk promptly at 40°F or below. Milk is perishable. If it has not remained properly refrigerated or you are uncertain about its handling, discard it.

How do the glass jars work?

Milk is provided in 1/2-gallon glass jars. Remove the label, wash jars and lids thoroughly with hot, soapy water, allow them to dry completely, and return them at the next pickup.

Where and when do I pick up?

Pickup instructions and the full farm address are provided after membership approval. Members are responsible for timely weekly pickup and should contact the Farm about unavoidable schedule changes.

Can production change?

Yes. Lactation, breeding, dry periods, weather, animal health, and other farm conditions can affect availability. The Farm will communicate significant interruptions when reasonably possible.

May I visit the cows?

Yes, visits are welcomed by appointment. Contact Belinda at 973-897-8705 to arrange a suitable time.