

# Lally Broch Farm

## Goat Lease & Boarding Agreement

Lally Broch Farm in the person(s) of Sean and/or Sonja Twombly is defined as the Lessor.  
The service recipient is defined as the Lessee.

### Intent of Agreement:

To accommodate the Lessee's desire to obtain fresh, unprocessed raw milk for his/her family's personal consumption, Lessee wishes to pursue a one-year lease agreement with Lally Broch Farm. Therefore, Lessee agrees to the following:

### 1. Lease and Payment:

Lessor agrees to lease a goat doe to the Lessee for a fee of \$\_\_\_\_\_ for each doe leased, which is the lease fee from \_\_\_\_\_ (begin date) to \_\_\_\_\_ (end date). The full amount is due from the Lessee upon signing the agreement. The Lessee has the option of obtaining compost, raw unprocessed milk, or may choose at their discretion to have the Lessor make raw dairy products (including cheese, yogurt, etc.) for the Lessee's personal consumption. Any dairy products derived from your goat's lease are only to be used for your personal consumption and cannot be sold to any individual.

### 2. Boarding of Animals:

A. Lessor agrees to provide care and boarding for Lessee's goat on the Lessor's homestead. Care and boarding includes daily milking, providing shelter, feed, and water, and covering any veterinary expense. Boarding fees are due quarterly and are based on which goat doe is rented at the following rates:

Goat Name	Rental Fee	Goat Board & Maintenance		Expected Average Milk Supply		Compost	Soap
		Monthly	Quarterly	Monthly	Quarterly		
Salome Naomi	\$25.00	\$13.00	\$39.00	two- 10 oz Cheese or 2 gal Milk	six- 10 oz Cheese or 6 gal Milk	Yes	No
Abigail Bailey	\$50.00	\$25.00	\$75.00	three- 10 oz Cheese or 3 gal Milk	9- 10 oz Cheese or 9 gal Milk	Yes	One 5 oz bar
Jane	\$50.00	\$35.00	\$105.00	four- 10 oz Cheese or 4 gal Milk	12- 10 oz Cheese or 12 gal Milk	Yes	Two 5 oz bar

The rental fee is due in full for the year at the time the rental contract is completed. **Reserve your rental as soon as you can. Once we are sold out, we will have no other rental option available.** Additionally, the quarter's board and maintenance fee is due on the first day of each quarter as follows:

Jan, Feb, March: No Board & Maintenance Fee due. These months are included in the yearly rental fee. The does are pregnant and due to kid or are resting these months.

April, May, June: Board & Maintenance Fee due on or before April 1, 2015. Rentals began after April 1<sup>st</sup> will be prorated.

July, August, September: Board & Maintenance Fee due on or before July 1, 2015. Rentals began after July 1<sup>st</sup> will be prorated.

October, November, December: Board & Maintenance Fee due on or before October 1, 2015. Rentals began after October 1<sup>st</sup> will be prorated.

***In order to avoid any confusion, payment will be made quarterly and will not be paid at any time the Lessee is picking up their goat doe's milk.***

B. Lessor encourages the Lessee to visit and interact with their goat doe(s). Our homestead is not open to the public, so we ask that you please call in advance to make an appointment to visit. Impromptu visits may not be accommodated.

C. Lessee agrees to keep all children in sight, under control, and out of harm's way while on the farm.

D. Lessor has the right to increase boarding fee with the cost of living at any time during the year with 30 days written advanced notice.

### **3. Exchange of Goat Does**

A. The parties agree that Lessor has represented that his purpose in leasing a goat doe is to obtain milk for personal use. Therefore, the parties agree that if Lessor's goat ceases to produce milk while boarded at Lessee's farm, the Lessor may exchange the non-producing goat for a lactating goat. The Lessor maintains the right to exchange Lessee's rental of one goat doe to another goat doe as/if needed.

B. Lessor agrees to breed goat to ensure that the goat continues to produce milk at the Lessor's discretion and in line with the Lessor's herd management plan. Lessor agrees to absorb all associated breeding costs. Lessee agrees that Lessor is entitled to keep all kids born to Lessee's goat, whether from originally leased goat or exchanged goat.

### **4. Collection and Storage of Milk:**

A. Lessor agrees to the daily milking of Lessee's goat according to the Lessor's herd management plan (at least once per day) and collection and storing the raw milk in the customary fashion. The parties agree that the Lessor may combine the Lessee's milk with milk from Lessor's goats in one storage unit.

B. Lessee will be entitled to an amount of raw milk or cheese per month from Lessee's goat as agreed upon based on the goat doe rented and her milk production. Lessee gives their permission to put milk in glass containers on behalf of the Lessee.

C. If Lessee chooses to receive milk in unprocessed form, Lessee will provide four ½ gallon glass mason jars and appropriate covers to the Lessor to collect and store the lessee's goat's milk. The Lessee may choose to purchase ½ gallon mason jars from the Lessor at a cost of \$2.00 per jar. Mason jar rentals are available from the Lessor at a cost of \$1.00 per week and provides up to 4 jars for use.

D. The parties agree it is the Lessee's responsibility to provide clean, sterile, ready to be used glass jars each week to collect their milk. Whether the Lessee chooses to purchase or rent their jars from the Lessor, the jar *must* be washed, sterilized and ready for milk when they are returned each week.

E. The parties agree that because milk is a perishable product, should Lessee fail to retrieve his/her milk from Lessor on a weekly basis or fails to arrange for its delivery, Lessor may, without notice to Lessee dispose of the stored milk in any way Lessor sees fit.

F. Lessee agrees that should Lessee fail to pick up his/her stored milk on any given week or arrange for its delivery; the Lessee is still under obligation to pay boarding fees for that week since the Lessee is not paying for milk or cheese, but rather for boarding and maintaining their rented goat doe(s).

### **5. Use and Liability:**

A. Lessee warrants that all raw milk obtained by Lessee is for his/ her own use only and for no other purpose.

B. Lessee agrees that since they (the Lessee) have made the decision to want to drink or use raw, unpasteurized milk from their leased goats, the Lessee is solely responsible to research and understand any risks associated with the use and consumption of raw milk. Lessee agrees that Lessee is personally assuming liability for the consumption of raw milk. Lessee further agrees that Lessee will educate Lessee's family members of the risks associated with the use of raw milk, and relieves the Lessor of this responsibility.

C. Lessor will be held harmless for any incidental, consequential or special damages incurred resulting from the use of raw milk or which arise from the boarding of Lessee's goat.

D. Lessor retains ownership of all rented goats and will be solely responsible for any expenses incurred to the Lessor arising from veterinary cost or property damage.

## **6. Security Interest**

A. All parties agree that the Lessor will have a security interest in the form of a possessory lien on all goats boarded on Lessor's premises as security for any unpaid boarding fees or expenses, which Lessee may incur.

B. The Lessee may not sell or transfer their lease to any other party. The Lessor retains all ownership of the rented goat doe and any kids she may birth. The Lessee cannot attempt to sell, remove, or transport their leased goat doe or any kids to any other property including a property resided on by the Lessee. Any attempt to do so, constitutes theft.

## **7. Termination of Lease**

A Lease and Boarding Agreement terminates annually in January and is renewable upon the signing of a new Lease Agreement.

B. Should Lessee desire early termination, request must be put in writing and be received by Lessor 30 days prior to termination date. Lease fee is non-refundable.

C. Failure by Lessee to pay boarding fees terminates Lease and Boarding Agreement.

D. Any lease not active for 60 consecutive days will be terminated.

## **8. Risk of Loss:**

A. In farming, unforeseen losses can occur. The most common of these is through disease or predator attack. The Lessor agrees to take every reasonable precaution against such losses. The Lessor maintains the right to exchange Lessee's share of a goat doe to another goat doe, if one is available. In the event of an unforeseen death of a leased goat doe and the unavailability of exchange, the annual rental fee will not be returned, but the remaining boarding fee already paid to the Lessor will be prorated appropriately and returned to the Lessee.

## **9. Force Majeure**

A. Lessor will not be responsible for delays or failure resulting from acts of God, acts of war or civil disturbance, epidemics, state and federal government action or inaction, fire, earthquake, unavailability of labor, materials, power, or communication, or other causes beyond Lessor's reasonable control.

## **10. Waiver**

A. A failure of Lessor to enforce any of his rights under this boarding agreement will not constitute a waiver of those rights.

## **11. Choice of Law**

A. This contract will be interpreted and enforced with the laws of the state of Maine.

# Lally Broch Farm

## GOAT LEASE CONTRACT

I, \_\_\_\_\_ agree to lease a goat at Lally Broch Farm and allow them to draw off my milk and bottle it for me. I am agreeing to pay a \_\_\_\_\_ fee for a one-year goat lease agreement to begin \_\_\_\_\_ and end \_\_\_\_\_. I also agree to pay a board and maintenance fee in the amount of \$\_\_\_\_\_ to be paid on the first day of each quarter, namely; April 1<sup>st</sup> (for April, May, June), July 1<sup>st</sup> (for July, August, September), October 1<sup>st</sup> (for October, November, December). This lease will not automatically be renewed.

This agreement is between Lally Broch Farm and me, the consumer.

I request Lally Broch Farm to make raw dairy products for me from cream or milk from my goat on my behalf. I understand that I am solely responsible to research and understand any risks associated with the use and consumption of raw milk and that I am personally assuming ALL liability for the consumption of raw milk. I further agree that I will educate my family members of the risks associated with the use of raw milk and I relieve Lally Broch Farm of this responsibility. Lally Broch Farm will be held harmless for any incidental, consequential or special damages incurred resulting from the use of raw milk or which arise from the boarding of Lessee's goat.

I have read the *Goat Lease & Board Agreement* and the *Goat Lease Contract* and agree to all terms of these documents which represent the entire agreement between parties. Any changes to this agreement must be made in writing and be signed by both parties to indicate agreement.

I also agree to read all guidelines and rules on the web site regarding my goat rental and also understand it is my responsibility to keep updated on any changes. [www.lallybrochfarm.org](http://www.lallybrochfarm.org)

Signature: \_\_\_\_\_

Lessee's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Lessee Signature \_\_\_\_\_ Date: \_\_\_\_\_

To Be Signed By Lessor/ Lally Broch Farm:

Lessor Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please make all personal checks payable to Sonja Twombly.