

# Poultry Purchase/Boarding Agreement

This Poultry Purchase/Boarding agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter designated as Owner, and Shade Stone Farm, LLC., hereinafter designated "Farmer."

## WITNESSETH

Whereas, for purposes of this agreement, The Owner wishes to purchase \_\_\_ laying hen/s and have his/her hen/s boarded and maintained by the Farmer. **The Owner agrees to pay \$12/hen to purchase an unspecified, currently laying hen/s from Shade Stone Farm LLC's current flock. This is a non-refundable, bi-ennial cost of ownership. As hens are consistently productive for about 2 years, the Owner agrees to purchase a new hen every other year from the signing of this agreement until they discontinue boarding their hen/s. The Owner further agrees to pay the Farmer \$6/hen by the first of each month to house, feed, water, and care for the hen/s, as well as collect and store the eggs produced.**

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

### I. Farmer agrees that:

- A. The Farmer will feed, water, and care for the flock of laying hens with non-GMO feed, regular access to the outside and no cages.
- B. Farmer will collect eggs from the flock daily, and store them at or below 45 degrees Fahrenheit within 2 hours of collection.
- C. Farmer will assume ownership, at no cost to the Farmer, of any laying hen that has not physically left the premises where Shade Stone Farm, LLC operates whenever:
  - 1) The Owner fails to pay boarding fees twice. After one missed payment the Farmer will notify the Owner that they are executing a lien on the laying hen and her eggs in accordance with this agreement. After a second missed payment the Farmer will assume ownership and retain all eggs produced. The assumption of ownership and retention of eggs will serve as the compensation for the two missed payments and will effectively terminate the boarding agreement between the Farmer and Owner
  - 2) The Owner notifies the Farmer that he/she is relinquishing ownership of the laying hen. The Farmer will assume ownership

and maintain the hen in the flock as long as she is healthy.

D. Farmer will promptly deliver the Owner's eggs to an agreed upon pick-up location.

II. Owner agrees that:

A. Owner will pay for the boarding and Farmer's labor of egg collection/storage/delivery on the first day of each month in advance.

B. The Owner or a representative will be at the agreed upon egg pick up location in a prompt and timely fashion. If the Owner or Owner's representative does not appear, their eggs will be stored for 1 week during which time it is the Owner's responsibility to arrange to pick up the eggs at Shade Stone Farm, LLC's operating premises. If the eggs have not been claimed by the Owner after the 1 week of storage, the Owner forfeits his/her claim to those eggs and the Farmer may use them as the Farmer sees fit.

C. The Owner recognizes that he/she has purchased an unspecified hen/s within the flock. This means that the Farmer will manage the flock as a whole and will not provide separate accommodation for any specific hen (unless a hen becomes ill or injured and must be quarantined). **This flock management concept allows the Owner to count on a steady supply of 6 ungraded eggs per hen each week.** Hens generally lay 1 egg per day, but production varies with the length of the day and molting periods. By managing the flock as a whole, the Owner will receive a steady supply of 6 eggs/hen/week, versus the varied production that a single bird would provide.

D. The Owner acknowledges that their laying hen produces a raw egg. The Farmer will collect and store the egg as stated in section IB, but will not wash or process the egg. This increases the chance that the natural bloom the hen deposits on the egg to help maintain its freshness may be intact. It is the Owner's responsibility to ensure proper handling and preparation of their raw eggs. **SAFE HANDLING INSTRUCTIONS:** To prevent illness from bacteria: keep eggs refrigerated, cook eggs until yolk are firm, and cook foods containing eggs thoroughly.

C. Neither Farmer, their employees, officers, or agents shall be liable for any disease, accident, injury or death of laying hens in the flock from any cause whatsoever; neither shall they be liable for any injury or damage to person, animal, or property caused by the laying hens in the flock. Owner agrees to indemnify the Farmer and their officers, employees, and agents against any claim for any damages to any person, animal or property caused by the laying hens in the flock or the consumption of the Owner's eggs.

D. Owner enters the Farmer's operating premises solely at his/her own risk; Farmer shall bear no liability to Owner or be responsible for any damage to Owner's property.

III. Owner and Farmer mutually agree that:

A. The term of this contract is one year from the date hereof, which contract shall be automatically renewed indefinitely subject to the notice provisions herein, until the Owner or Farmer shall give notice of cancellation.

B. The Farmer will make all decisions concerning the boarding and care of the flock (to include veterinarian services) while the hens are physically present at Shade Stone Farm, LLC's operating premises.

C. The Owner may arrange to take physical possession of his/her hen/s anytime unless there is a lien on the hen in accordance with this agreement. However, once a laying hen has left Shade Stone Farm, she will not be permitted to return. This is to ensure the biosecurity of the rest of the flock. When an Owner removes a hen from Shade Stone Farm, the boarding agreement is immediately terminated.

D. The Owner may visit his/her hen during reasonable business hours by coordinating a date and time with the Farmer. Shade Stone Farm is a working farm with a variety of livestock and agricultural operations that carry inherent risks. Coordinating your visit can help to reduce but not eliminate some of these risks.

E. Notwithstanding II C. above, Owner shall not be liable for damage to Farmer's property caused by any member of the flock.

F. In the event either party takes action to enforce any of the terms or conditions of this agreement, it is specifically agreed that the prevailing parties incurred reasonable attorneys' fees, costs and expenses will be paid by the losing party.

G. This agreement may be terminated by either party giving thirty (30) days written notice to the other.

This document constitutes the entire agreement between the parties, and there are no other agreements between them.

This agreement shall be governed by the laws of Pennsylvania, both as to interpretation and performance. All terms and conditions of this agreement shall be binding on the parties, their successors, assigns, heirs, administrators, agents, and personal representatives.

\_\_\_\_\_ Owner Signature/Date

\_\_\_\_\_ Farmer Signature/Date