



Goat Share Agreement Program 2010

Evergreen Acres Petting Farm has a herd of Nubian and Guernsey milk goats that are bred for their rich high butter fat creamy milk. We are the only source for rich Guernsey milk in California. All our goats know their names and are treated as family pets that provide us with nutrient rich easily digestible milk. We do not sell the raw milk or the yogurt, kefir and cheeses such as Chevre and Feta other than for pet use, but visitors to the farm can become Goat Share Owners who may receive a reserved share of our product by proportionally sharing our operating expenses. Goat Share Owners have rights to visit our farm and get to know our goats and how to care for them.

One Time Goat Share Purchase

A Goat Share can be purchased for a one-time \$50 lifetime fee or can be purchased annually for \$20. Our milk goats are valued at over \$500; one share represents approximately 10 percent of a goat ownership. Typically our goats average between one half and one gallon a day when in season and we sell less than 5 shares of a total of 10 shares of each goat for us to retain ownership rights in our herd and their offspring. Offspring are available to Owners who may purchase kids at a preferential price. Owners may be allowed to pay for a Goat Share through voluntarily working on the farm.

Milk Product Ordering

We do not sell raw milk product to the public for human consumption as this is prohibited by California Law. We do sell raw milk products for pet consumption through our website www.petstouch.com. We also deliver raw milk products to Goat Share Owners who share our operating expenses. Owners who pay a share of our operating expenses such as overhead, maintenance and boarding fees, birthing, medical treatment, grooming, fencing, housing and feeding are entitled to receive a share of the products we produce from the milk yield. Owners who pay more expenses will receive a larger share of our available product. Owners May order from the following table of available products that represent a shared expense value as listed below in Table 1.

A gallon of raw milk requires approximately \$24 per week of operating expenses for example. Owners paying fees monthly pay \$90 and receive one gallon of milk for each week of that 4 week month. Operating expense fees must be paid ahead of any allocation or Product delivery and paying ahead allows us to reduce costs and fees to Owners.

Units	Product	Weekly	Monthly (4wk)		Annual (40wk)	
		Operating Fee	Operating Fee	Effective Weekly Fee	Operating Fee	Effective Weekly Fee
1 Quart	Raw Milk	\$6.50	\$25	\$6.25	\$240	\$6.00
1 Gallon	Raw Milk	\$24.00	\$90	\$22.50	\$780	\$19.50
1 Quart	Raw Kefir	\$7.00	\$26	\$6.50	\$240	\$6.00
1 Gallon	Raw Kefir	\$26.00	\$96	\$24.00	\$900	\$22.50
1 Pint	Raw Yogurt	\$4.00	\$14	\$3.50	\$140	\$3.50
1 Quart	Raw Yogurt	\$8.00	\$28	\$7.00	\$260	\$6.50
1/2 Pound	Raw Cheese	\$8.00	\$30	\$7.50	\$270	\$6.75
1 Pound	Raw Cheese	\$15.00	\$56	\$14.00	\$500	\$12.50

Table 1

Owners please note that delivery will include an additional bottle deposit fee as below unless you have provided us with your own sterilized jars for delivery.

Pint or Quart Jars \$1 deposit
Half Gallon Jars \$4 deposit

Delivery

There are three delivery options for raw milk product allocations to Owners.

1. Owners may collect their allocation at the Farm or pick up their delivery at any one of several drop locations as listed on our website www.PetsTouch.com
2. Owners may visit the Three Stone Hearth in Berkeley on the first and third Wednesday 5:30pm-7pm of each month when we are there to deliver products for North Bay Owners.
3. Owners may pick up from Real Foods Bay Area drop locations (there are many all over the bay area. check for locations at RealFoodBayArea.com This is good for our customers who cannot pick up from our farm. There is a small cost (15%) adder to cover expenses for refrigerated delivery services, that will still be required at Evergreen Acres. This will save you gas money and time. (for example: if you order 2 Quart milk \$12, you only pay \$1.80 for delivery fee).

Owners may only use their own jars for option 1 and leave them at our farm or our drop location for the next delivery. Returned jars should be labeled with your name so they are easily identifiable for use on your next delivery. Please bring a cooler and ice to maintain the milk at or below 40 degrees Fahrenheit while traveling. Your refrigerator should also be set to between 34 and 38 degrees and use the bottom of the fridge which is colder if possible.

Payments

Operating Fees should be paid by cash, check or Paypal prior to your requested milk product being delivered. Payments are preferred that cover monthly semi annual or annual delivery periods. We need at least 3 days if you need an allocation change of yogurt or Kefir to allow for production and culturing of the product. Payments by check should be made out to “ HJ Handy ”.

Cleanliness, Milk Storage and Your Containers

Evergreen Acres uses portable stainless steel milking machines that are sterilized every day before use. In summer the milking machine bucket is chilled in an ice bath while we milk. Milk is then filtered, chilled in refrigerators and bottled in sterilized jars before delivery within 12 hours.

Storage Jars

If you use our preserving jars there is a deposit on every jar (1 quart = \$1 deposit as above) that is refunded when jars are returned. In principle we find that during use, re-opening large jars reduces the time your milk will stay fresh in the refrigerator which should be 7 to 10 days. We recommend using many quart size wide mouthed jars that stay sealed till used to help maintain cleanliness and freshness.

Cleaning

After use Owners must clean our jars and lids using dish soap and hot water or a dishwasher immediately after use so that they dry and are ready to return to be sterilized prior to reuse. If you prefer to use your own jars, you need to clean and sterilize them before dropping them here. Air dry your jars inverted over a dry towel or rack before putting any lids back on. Jars with moisture or milk residue inside cannot be used safely and will be returned to you. .

Freezing Milk and Cheese

You can freeze and store goat milk and cheese easily as it is naturally homogeneous but be careful to remove milk from the top 1/4 of the jar before freezing to allow expansion.

Caution

Raw goat milk contains living organisms. While we do everything we can to ensure cleanliness, by California Law we cannot guarantee our supply to be fit for human consumption. We recommend the careful use of our product and request your cooperation in communicating openly with us if there is any question about the healthful nature of the milk we supply you to help inform all our shareholders.



Goat Share Purchase Agreement 2010

This 2010 agreement is between “.....” residing at “.....” in “.....” CA “.....” hereafter referred to as “Owner” and Evergreen Acres Petting Farm located at 4140 Cadwallader Avenue, San Jose, CA 95121, hereafter referred to as “Manager”.

Terms

1. Evergreen Acres manages a small business called “ HJ Handy” providing Goat Farm facilities and maintaining boarding and feeding services for a small herd of Nubian and Guernsey goats partly owned by Owner shareholders.
2. Owner agrees to purchase a Lifetime /Annual Goat Share for \$50 / \$20 that provides Owner with a limited interest shared with others of co-ownership in the herd for one season. This entitles Owners to herd visits and educational activities at the farm as scheduled by the herd Manager.
3. Owners paying additional weekly monthly or annual operating fees are offered raw milk, cheese, yogurt and kefir “Product” options in exchange and in proportion to their support fee.
4. Owner or Manager may terminate this Goat Share Purchase Agreement at any time with 7 days notice.
5. Owners agree to the above limitations through signature of a Goat Share Purchase Agreement.
6. Buyer’s Assumption of Risks and Waiver of Claims. Buyer understands and acknowledges that there may be risks in consuming raw milk and raw milk products. Buyer also understands that there are risks in visiting and interacting with livestock that may be found on the premises where the Herd is located. By signing this agreement Buyer hereby knowingly and voluntarily assumes the risk of any and all such harm and hereby waives any and all right to make, file, or pursue any claim, demand, suit, action, cause of action, damages, etc. against Manager or any of Managers agents, employees, lessors, lessees, vendors etc. that arises out of or relates to any harm or caused, in whole or in part, by, consuming raw milk and visiting and interacting with the Herd or entering upon the premises where the Herd is found, or encountering equipment, tools, etc. that are found upon the premises where the Herd is found.

Owners and Manager agree to the above terms for the annual season of 2010 through signature below.

Managers Signature

Owner (Shareholder) Signature

Date

Evergreen Acres Petting Farm

Phone 408 677 9557

Phone _____

Email GoatLady@PetsTouch.com

Email _____