

Cortez Creamery Herd Share Agreement

This Herd Share Agreement (“Agreement”) is entered into between Cortez Creamery, located in Cortez, Colorado (“Farmer”), and the individual purchasing a herd share (“Shareholder”). By entering this Agreement, the Shareholder understands and agrees to the following terms as required under Colorado Revised Statutes § 25-5.5-117.

1. Ownership Interest

The Shareholder is purchasing an ownership interest in the Cortez Creamery dairy herd. This ownership interest entitles the Shareholder to receive raw, unprocessed, whole milk produced by the herd in proportion to the share(s) owned. The Farmer does not sell raw milk; the Shareholder is receiving milk as an owner of the herd.

2. Annual Share Fee

A herd share requires an annual lease fee of \$75 per share. This fee covers the boarding, care, feed, veterinary needs, milking labor, and daily management of the herd. Share fees are non-refundable and renew annually unless canceled by the Shareholder before renewal.

3. Milk Distribution

Milk is distributed weekly according to the quantity associated with the Shareholder’s subscription. Milk may be picked up at designated pickup locations or delivered on approved routes. Missed pickups or deliveries are not refundable, as milk is perishable and continues to be produced regardless of the Shareholder’s schedule.

4. Responsibility for Containers

The Shareholder agrees to return milk jars clean and in good condition each week. Lost, broken, or unreturned jars may be subject to a replacement fee.

5. Inherent Risks of Raw Milk

The Shareholder acknowledges that raw, unpasteurized milk carries inherent risks, including the presence of naturally occurring bacteria. By signing this Agreement, the Shareholder accepts full responsibility for the consumption, handling, storage, and use of the milk provided. The Farmer makes no claims regarding medical or health benefits of raw milk.

6. Assumption of Liability

The Shareholder understands that they are consuming milk from their own animal property. The Shareholder agrees to release and hold the Farmer harmless from all liability, including, but not limited to, illness, injury, contamination, spoilage, or improper handling after milk leaves the Farmer's possession.

7. Herd Management

The Farmer retains full authority over herd care, breeding decisions, feeding programs, veterinary treatment, rotational grazing, and pasture management. Milk supply may vary due to seasonal changes, cow health, calving cycles, or weather conditions. The Farmer will communicate significant disruptions, but supply fluctuations are a normal part of herd ownership.

8. Termination

The Shareholder may terminate this Agreement at any time; however, no prorated refunds are offered for unused fees. The Farmer may terminate the Agreement if the Shareholder repeatedly violates pickup protocols, fails to return jars, or engages in conduct that disrupts farm operations.

9. Acknowledgment

By purchasing a herd share and receiving milk, the Shareholder affirms they have read, understand, and voluntarily agree to the terms of this Agreement.

Please read carefully. By purchasing, leasing, subscribing, or accepting delivery, you agree to the following:

Raw Milk Disclosure:

Cortez Creamery provides raw, unpasteurized dairy products exclusively through a legally-recognized Colorado herd share agreement. Raw milk and raw milk products are not pasteurized and may contain naturally occurring bacteria, which can pose health risks, especially for young children, pregnant or nursing women, the elderly, and individuals with compromised immune systems. By choosing to consume raw milk, you acknowledge these risks and accept full responsibility for your decision.

Agreement to Herd Share Contract:

By purchasing a share, receiving milk, subscribing to weekly bottles, or participating in any Cortez Creamery program, you acknowledge that you have reviewed, understand, and agree to the terms of our Herd Share Contract. This includes care standards, transportation requirements, bottle-return policies, scheduling, and all associated herd management terms.

Hold Harmless & Liability Release:

By completing a purchase or subscription, you agree to hold harmless, indemnify, and release Cortez Creamery, its owners, employees, contractors, volunteers, and agents from any and all liability related to the handling, storage, consumption, or use of raw milk or raw milk products. You accept full responsibility for the handling of your milk once it leaves our possession, including refrigeration, sanitation, transport, and any use or redistribution of your portion.

No Medical Claims:

Cortez Creamery does not make medical claims regarding raw milk. All statements are for educational purposes only.

By proceeding with a purchase, the customer affirms that they understand and voluntarily accept all risks associated with raw dairy and agree to be bound by these Terms & Conditions.