

LAKE ROAD FARM

*Labor Services Contract for the Production
of Customized Dairy Products from an Owner’s Raw Milk*

This Labor Services Agreement (“Agreement”) is entered into on _____, 20____, between _____ (“Owner”) and Piedmont Pastures, LLC d/b/a Lake Road Farm (“Processor”). Through this Agreement, Owner agrees to compensate Processor for labor incurred in order to make customized dairy products from Owner’s raw milk as set forth in this Agreement.

1. Owner declares and affirms that they own the raw milk to be used by Processor for the making of dairy products. Owner agrees that the Processor shall have temporary possession of that raw milk for the making of these dairy products.
2. It is understood by both parties that Processor’s services will be rendered at 2812 Lake Albemarle Road, Charlottesville, VA 22901 (hereinafter the “Farm”).
3. It is understood by both parties that Processor’s labor rate charged will be due and payable in upon delivery to Owner of Owner’s dairy products made from his raw milk.
4. Through this Agreement, Owner hereby agrees to pay for the labor required to produce the dairy product(s) as detailed below:

	Dairy product	Labor charge (\$/unit)	Quantity
A	Soft Cheese	\$5.00	12 oz.
B	Hard Cheese	\$5.00	8 oz.
C	Yogurt	\$5.00	2 quarts
D			

5. This Agreement is a recurring contract and shall be valid for up to five (5) years, at which time it shall terminate unless extended by written agreement of the parties.
6. It is understood by both parties that at all times during the pendency of this Agreement, the ownership of the raw milk, and the dairy products made from that raw milk, remain the sole property of Owner. It is also understood by the parties that the finished dairy products are not being sold or exchanged between the parties, and that Processor’s services are being retained by Owner solely for the making of customized dairy products from Owner’s raw milk.
7. The parties also agree that quality control standards shall be adopted by Processor during the pendency of this Agreement, and that those standards shall govern the making of finished dairy products.
8. Processor shall not be liable for any injury, illness, death, loss or damage resulting from the handling or consumption of raw dairy products and/or any other food by Owner, Owner’s family, or Owner’s guests nor for any injury suffered by Owner, Owner’s family, or Owner’s guests while on the Farm.

9. Owner agrees to indemnify Processor for any injury, illness, death, loss or damage caused in whole or in part by the handling or consumption of raw dairy products and/or any other food provided by Owner to another party and for any injury suffered while on the Farm by Owner, Owner's family, or Owner's guests.

10. Miscellaneous.

A. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender; the singular, the plural; and vice versa.

B. This Agreement is being executed and delivered in the Commonwealth of Virginia and shall be construed in accordance with and governed by the laws of that state.

C. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

D. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

E. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

Executed this day _____, 20__.

For Processor Date

Print Name: _____

Email Address: _____

Address: _____

For Owner Date

Print Name: _____

Email Address: _____

Address: _____
