

AMERICAN SOLAR GRAZING ASSOCIATION, INC. SHEEP GRAZING AGREEMENT TEMPLATE

OPTION 1 (Comprehensive Vegetation Management Approach)

This template was developed by Savannah Bowling and Kasey Brenner, student attorneys at the Food and Beverage Law Clinic, in collaboration with the American Solar Grazing Association, Inc. and Jonathan Barter, Julie Bishop, Ashley Bridge, Lewis Fox, Erica Frenay, Lexie Hain, Niko Kochendoerfer, and Caleb Scott. The Food and Beverage Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. The Food and Beverage Law Clinic represents farmers, food and beverage entrepreneurs, and non-profit organizations seeking to improve our food system. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

INSTRUCTIONS FOR USING CONTRACT TEMPLATE: This contract represents **Sheep Grazing Agreement – Option 1, which is a comprehensive vegetation maintenance approach**, whereby the sheep farmer agrees to maintenance of all vegetation, regardless of whether it is vegetation that sheep typically eat or do not eat. This obligation means that in the event that the sheep do not achieve the vegetation standard set forth in Section 1(b) of the contract, the sheep farmer is responsible for achieving that standard through some other means (for example, through the use of a landscaping service).

Option 1 v. Option 2: In contrast, Sheep Grazing Agreement – Option 2 represents a limited vegetation management approach, whereby the sheep farmer agrees to maintenance of only the vegetation that sheep typically eat, defined as “Covered Vegetation” in the contract. Types of vegetation that constitute “Covered Vegetation” are determined by the contracting parties. Similar to Option 1, the obligation under Option 2 means that in the event that the sheep do not achieve the vegetation standard for Covered Vegetation set forth in Section 1(b) of the contract, the sheep farmer is responsible for achieving that standard through some other means (for example, through the use of a landscaping service). The solar site manager is responsible for maintenance of all vegetation that is not Covered Vegetation.

This contract is a template; it is not a one-size-fits all contract. All provisions that are *[red, bolded, italicized, and bracketed]* and all provisions with blank spaces (_____) and/or guidance footnotes should be addressed by the parties, in addition to any other changes the parties may negotiate. Carefully review all attached exhibits (Exhibits A – E). Note that the certificate of liability insurance, attached as Exhibit D, is a sample only; parties to this contract must obtain their own insurance and replace this sample with their respective insurance certificates.

Once the contract is complete, **DELETE** all footnotes throughout the contract. This instructional page is not part of the contract.

SHEEP GRAZING AGREEMENT

This sheep grazing agreement (this “Agreement”), is made and entered into this ____ day of _____ 20____, by and between *[sheep farmer name]* (“Sheep Farmer”) and *[solar site manager name]* (“Solar Site Manager” and, together with Sheep Farmer, each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Solar Site Manager is the *[owner/operator]*¹ of *[name of solar site]*, located at *[address of solar site]* (“Solar Site”), as more fully described attached hereto as Exhibit A.

WHEREAS, Sheep Farmer owns sheep that will be grazed on the Solar Site; and

WHEREAS, the Parties desire and intend to enter into this Agreement to facilitate the grazing of Sheep Farmer’s sheep on the Solar Site for the purpose of vegetation management.

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated herein by reference and covenants made herein and other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

Section 1. Vegetation Management Services.

- (a) Sheep Farmer shall provide sheep at the Solar Site in accordance with Section 2 for the purpose of grazing to maintain all vegetation at the Solar Site.
- (b) Sheep Farmer shall cause all vegetation on the Solar Site to be maintained so that such vegetation *[does not shade the solar panels] OR [does not reach a height taller than _____ inches]*².
- (c) In the event that the sheep do not effectively maintain all vegetation in accordance with the agreed-upon standard set forth above, Sheep Farmer shall be responsible for achieving that agreed-upon standard. Sheep Farmer may fulfill the vegetation maintenance standard through subcontracting (in accordance with Section 8) a landscaping service or other service or by some other means.
- (d) Sheep shall be stocked at a density as determined by Sheep Farmer to satisfy the agreed-upon vegetation maintenance standard set forth above. Sheep Farmer may add or remove sheep from flock as the land, weather, management, and other conditions may require, to the extent that the sheep flock remains capable of maintaining the vegetation in accordance with this Agreement. Sheep Farmer may perform forage sampling at the Solar Site (in

¹ Insert the operational status of the Solar Site Manager.

² Choose one of the two vegetation height standards that is applicable and delete the other one.

accordance with Exhibit E) in order to determine the appropriate density of sheep. Sheep Farmer is not bound by the suggestions represented by the forage sampling.

Section 2. Grazing Season.

- (a) *[For each year during the Agreement Term (as defined below),]*³ the grazing season during which the services described in Section 1 shall be performed (the “Grazing Season”) shall commence on *[grazing season begin date]*⁴ (the “Season Commencement Date”) and shall end on *[grazing season end date]*⁵ (the “Season End Date”).
- (b) *[For each year during the Agreement Term,]*⁶ Sheep Farmer shall deliver sheep to the Solar Site on the Season Commencement Date and shall promptly remove all sheep from the Solar Site no later than the Season End Date.
- (c) The Parties may agree in writing to modify the Grazing Season *[for any year during the Agreement Term]*⁷. In the event that the Grazing Season is shortened or extended, the Parties may agree in writing to modifications to the fee and payment schedule.

Section 3. Agreement Term; Termination; Other Remedies.

- (a) The term of this Agreement (the “Agreement Term”) shall be for *[____ year(s)]*⁸ and shall commence on *[begin date]*⁹ and shall end on *[end date]*¹⁰ (the “Termination Date”).
- (b) Termination by Solar Site Manager.
 - (i) By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement prior to the Termination Date for Sheep Farmer’s material breach of any of its obligations under this Agreement; provided, however, that if such default is capable of cure, then such notice shall be subject to a *[____ day cure period]*¹¹ from the date thereof, and if the defaulting Party cures such default prior to expiration of such period, termination shall not take place. Sheep Farmer shall immediately discontinue the services to the extent specified in any notice.

³ Include if this is a multi-year contract.

⁴ Insert a specific date or language that reflects the beginning of the grazing season.

⁵ Insert a specific date or language that reflects the end of the grazing season, such as “when the vegetation height standard set forth in Section 1 is satisfied and the cyclical senescence of the vegetation is beginning with the arrival of fall frosts.”

⁶ Include if this is a multi-year contract.

⁷ Include if this is a multi-year contract.

⁸ Indicate whether this is a: 1-year agreement or multi-year (2-year, 3-year, 4-year, etc.) agreement.

⁹ Insert applicable date that the Agreement Term will begin.

¹⁰ Insert applicable date that the Agreement Term will end.

¹¹ Insert a cure period date. This cure period is the amount of time the Sheep Farmer has to remedy a material breach of this Agreement without penalty. For example, a 5-day cure period would give the Sheep Farmer 5 days to cure the material breach from the date the Sheep Farmer received notice from the Solar Site Manager of the material breach (if the material breach is capable of cure).

- (ii) No termination by Solar Site Manager shall relieve Solar Site Manager of its obligation to pay Sheep Farmer for services properly performed prior to such termination, and upon termination. Such payment shall be adjusted on a ratable basis accordingly. Solar Site Manager shall reimburse Sheep Farmer for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event shall termination costs plus all compensation paid hereunder exceed the total price agreed for the services under this Agreement.
- (iii) *[By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement without cause prior to the Termination Date, provided that Solar Site Manager shall pay Sheep Farmer the entire Contract Price in accordance with Section 4 upon such termination without cause.]¹²*

(c) Termination by Sheep Farmer.

- (i) By written notice effective upon receipt, Sheep Farmer shall have the right to terminate this Agreement prior to the Season Commencement Date *[for the first year of the Agreement Term]¹³* if toxicity testing of the soil at the Solar Site performed prior to the Season Commencement Date *[for the first year of the Agreement Term]¹⁴* reveals the soil contains levels of contaminants which are toxic to sheep and threaten the safety of any sheep.
- (ii) By written notice effective upon receipt, Sheep Farmer shall have the right to terminate this Agreement prior to the Termination Date (A) for Solar Site Manager's failure to make a required payment in accordance with Section 4, (B) for Solar Site Manager's material breach of any of its obligations under this Agreement, or (C) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar grazing for the remainder of the Agreement Term; provided, however, that if such default is capable of cure, then such notice shall be subject to a *[____ day cure period]¹⁵* from the date thereof, and if the defaulting Party cures such default prior to expiration of such period, termination shall not take place.
- (iii) No termination by Sheep Farmer shall relieve Solar Site Manager of its obligation to pay Sheep Farmer for services properly performed prior to such termination, and upon termination. Such payment shall be adjusted on a ratable basis accordingly.

(d) Sheep Farmer's Right to Perform Solar Site Manager's Obligations.

¹² Include this provision if applicable.

¹³ Include if this is a multi-year contract.

¹⁴ Include if this is a multi-year contract.

¹⁵ Insert a cure period date. This cure period is the amount of time the Solar Site Manager has to remedy a specific breach provided for in Section 3(c)(ii) of this Agreement without penalty. For example, a 5-day cure period would give the Solar Site Manager 5 days to cure the breach from the date the Solar Site Manager received notice from the Sheep Farmer of the breach (if the breach is capable of cure).

- (i) If Solar Site Manager fails to perform its obligations set forth under Section 6, and such failure continues twenty-four (24) hours after notice from Sheep Farmer (except in the case of an emergency when no notice shall be necessary), Sheep Farmer may, but shall not be obligated to, perform Solar Site Manager's obligations or perform work resulting from Solar Site Manager's acts, actions, or omissions and Solar Site Manager shall reimburse to Sheep Farmer, upon demand, the total cost of such performance.

Section 4. Contract Price.

- (a) Solar Site Manager shall pay Sheep Farmer for services provided herein according to the following payment terms and schedule: *[\$ fee and payment schedule for year 1], [\$ fee and payment schedule for year 2], [\$ fee and payment schedule for year 3]*¹⁶.

Section 5. Sheep Management, Health, and Welfare.

- (a) Sheep Farmer shall be responsible for all transportation of sheep to and from the Solar Site.
- (b) Sheep Farmer shall be responsible for the health and wellbeing of sheep, including keeping adequate water and mineral supply during the Agreement Term. Sheep Farmer shall be permitted to station watering cubes and other portable watering and dispensing equipment at the Solar Site during the Agreement Term. Sheep Farmer shall maintain adequate medical records and herd information and shall provide Solar Site Manager with such records upon request.
- (c) Sheep Farmer shall have twenty-four (24) hour access to sheep during the Agreement Term. Sheep Farmer shall keep Solar Site access details confidential.
- (d) Sheep Farmer shall have access to the Solar Site periodically throughout the Agreement Term (including without limitation prior to the Season Commencement Date *[for the first year of the Agreement Term]*¹⁷) to perform toxicity testing of the soil at the Solar Site. Upon request, Solar Site Manager shall provide Sheep Farmer with any previously performed toxicity tests of the soil at the Solar Site.
- (e) Solar Site Manager shall provide prompt verbal notice to Sheep Farmer if Solar Site Manager becomes aware that any of the sheep are apparently suffering from illness or accident, followed by written notice. In the event that any of the sheep urgently need care, and the Sheep Farmer is not immediately available, Solar Site Manager shall call in a licensed veterinarian at Sheep Farmer's expense.

¹⁶ Insert fees and payment schedules for each grazing season (in each respective year, if applicable). Fees may remain the same each year, may increase by a fixed percentage each year, or may be determined by some other method by the parties.

¹⁷ Include if this is a multi-year contract.

(f) Solar Site Manager shall provide Sheep Farmer with twenty-four (24) hour notice of need for repairs or of need to access panels within a sheep grazing area so that Sheep Farmer may assist with managing sheep during such repairs or access.

(g) [Sheep Farmer shall be permitted to keep guardian dog(s) at the Solar Site.]¹⁸

Section 6. Fencing, Signage, Security, and Solar Panel Maintenance.

(a) Solar Site Manager shall provide permanent, secure perimeter fencing and gating to ensure that sheep may not escape the Solar Site and that predators may not enter the Solar Site. Secure perimeter fencing means that such fencing shall have: rigid tension, fencing that is flush to the ground, fenced culverts, and gates that close tightly. Other than opening the gate for entering and exiting the Solar Site, such fencing and gating shall be closed at all times. In the event that Solar Site Manager must modify existing fencing, gating, and signage to meet the above-described standards, Solar Site Manager shall be responsible for all costs associated with obtaining and installing such fencing, gating, and signage.

(b) Solar Site Manager shall permit Sheep Farmer to install interior fencing at the Solar Site that is reasonably necessary to ensure orderly management and security of sheep. Solar Site Manager shall permit Sheep Farmer use of interior electrical and power supplies at the Solar Site or, alternatively, use of auxiliary electrical and power supplies at the Solar Site. Sheep Farmer shall not be responsible for any costs incurred from use of such interior or auxiliary power and electrical supplies at the Solar Site.

(c) Solar Site Manager shall post signage at entrance gate and at *[additional locations]*¹⁹ to alert visitors that sheep are present on the Solar Site, to direct visitors to close the gates at all times, and to instruct visitors not to feed the sheep at any time. The following notice shall serve as an adequate signage message:

**CAUTION: SHEEP ON SITE
DO NOT APPROACH ANIMALS
IMMEDIATELY CLOSE GATE**

(d) Solar Site Manager shall maintain adequate records of all persons entering and exiting the Solar Site, including regular maintenance and operations personnel, and such record shall include names, dates, and duration of stay. These records shall be available to Sheep Farmer upon request.

(e) Solar Site Manager shall provide Sheep Farmer with twenty-four (24) hour electronic notice of all planned visitors. Solar Site Manager shall require all persons defined as a “Visitor” on the Visitor’s Orientation, attached hereto as Exhibit B, to read and sign the Visitor’s Orientation. Solar Site Manager shall maintain adequate records of the signed Visitor’s Orientation documents.

¹⁸ Insert this provision if applicable.

¹⁹ Insert additional locations if applicable.

- (f) Sheep Farmer shall be permitted to inspect fencing and gates periodically throughout the Agreement Term (including without limitation prior to the Season Commencement Date *[for the first year of the Agreement Term]²⁰*).
- (g) Solar Site Manager shall supply visitors, including without limitation, all employees, contractors and subcontractors, students, and researchers with the “Meet the Grazing Sheep” informational sheet, attached hereto as Exhibit C, prior to or upon arrival at the Solar Site.
- (h) Solar Site Manager shall be responsible for costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment, including when the need for such maintenance, repairs, or cleaning is caused by the natural activity of the sheep.
- (i) Solar Site Manager shall require the following additional safety measures: *[specific list of additional safety measures]²¹*.
- (j) [Sheep Farmer shall be permitted to install surveillance technology, gate alarm, or other system to keep track of who enters and exits the site.]²²*

Section 7. Use of Herbicides, Pesticides, and Fungicides. Neither Party nor their subcontractors shall use herbicides, pesticides, or fungicides on the Solar Site without prior written consent of the other Party.

Section 8. Subcontractors. Solar Site Manager authorizes Sheep Farmer to subcontract the performance of its vegetation maintenance services obligations described under this Agreement. Sheep Farmer authorizes Solar Site Manager to subcontract the performance of its fencing, signage, and security obligations or other maintenance services described under this Agreement. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this Agreement. Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors. Each subcontractor shall in any event comply with relation thereto. Each Party shall be solely responsible for the payments to be made to any subcontractors by the terms and conditions provided in any subcontracts it has entered into. Any subcontractor must be included in the subcontracting Party’s insurance coverage under this Agreement.

Section 9. Notice. Any notice required or permitted under this Agreement shall be sent to the following Party representatives:

If to Sheep Farmer:

Name: _____
 Address: _____

 Phone Number: _____

²⁰ Include if this is a multi-year contract.
²¹ Insert additional safety measures if applicable.
²² Insert this provision if applicable.

Email Address: _____

If to Solar Site Manager:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Section 10. Indemnification. Sheep Farmer agrees to indemnify and hold harmless Solar Site Manager from all claims arising from any injury (or death) to Sheep Farmer’s sheep, any injury (or death) to persons on the Solar Site directly caused by Sheep Farmer’s sheep, or any damage to Sheep Farmer’s sheep infrastructure on the Solar Site, unless such injury, death, or damage is the result of the negligence or willful misconduct of Solar Site Manager or Solar Site Manager’s employees, subcontractors, and agents.

Solar Site Manager agrees to indemnify and hold harmless Sheep Farmer from all claims arising from any injury (or death) to persons on the Solar Site (other than those directly caused by Sheep Farmer’s sheep) or any damage to personal property on the Solar Site (other than Sheep Farmer’s sheep infrastructure), including damage to perimeter fencing or solar panel wiring and racking systems and any other electrical infrastructure or other personal property on the Solar Site caused by the natural activity of the sheep, unless such damage is the result of the negligence or willful misconduct of Sheep Farmer or Sheep Farmer’s employees, subcontractors, and agents. Solar Site Manager agrees to indemnify and hold harmless Sheep Farmer from all costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment in accordance with Section 6(h).

Section 11. Insurance. Parties will comply with the insurance terms specified in the insurance agreement, attached hereto as Exhibit D.

Section 12. Assignment. Either Party’s duties, obligations, and responsibilities under this Agreement may not be delegated nor its interests assigned to any third party without the prior written consent of the other Party.

Section 13. Severability. The Parties acknowledge and agree that should any provision of this Agreement or the application of such provision to the Parties, any other person(s) or circumstance(s) be ruled contrary to law in any way, by any Court or any authorized agency, the remainder of this Agreement or other provisions shall not be affected by such ruling.

Section 14. Governing Law. This Agreement shall be construed and governed by the laws of the State of *[state in which work is rendered]*²³.

²³ Insert the state in which the services under this Agreement will be rendered.

Section 15. Compliance with Applicable Laws. Both Parties and their employees, representatives, and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the services performed pursuant to this Agreement, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

Section 16. Waiver. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between Sheep Farmer and Solar Site Manager and supersedes any prior oral or written agreement with respect to the subject matter of this Agreement.

Section 18. Amendments. This Agreement may be modified or amended only by written agreement fully executed by the Parties.

Section 19. Sale of Lamb Meat. Any agreement between the Parties to buy or sell lamb meat shall be made separate from this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Sheep Farmer: _____

Signature: _____

Name & Title: _____

Date: _____

Address: _____

Solar Site Manager: _____

Signature: _____

Name & Title: _____

Date: _____

Address: _____

EXHIBIT A
SOLAR SITE DESCRIPTION

Solar Site Name: _____

Solar Site Address: _____

Estimated Acreage: _____

Description of Solar Site (narrative description and/or attach photograph or map that clearly depicts Solar Site boundaries):

EXHIBIT B
VISITORS' ORIENTATION AND RULES

Name of Solar Site(s) and Address(es):

Visitors:

- “Visitor” includes: (1) Any person who is visiting the Solar Site for a short duration and who will not perform work at the site, and (2) Any contract employee who does not normally perform extended work at the site such as a delivery driver.
- No vehicle(s) (cars, pickup trucks, trucks, trailers) are allowed in the Solar Site, unless for loading and unloading during the performance of the agreed-upon service, and only upon Solar Site Manager or Solar Site Manager’s point of contact’s consent. In the event of vehicle access (for example, for loading and unloading purposes), the vehicle must park in the open area just next to the gate entrance. Under no circumstances are vehicles allowed around the solar arrays.
- All visits must be communicated to Solar Site Manager or Solar Site Manager’s point of contact.
- ALL VISITORS ACCESS THE SOLAR SITE MUST SIGN THE FORM ON THE FOLLOWING PAGE.

You May Be Asked to Leave the Site: (1) For not abiding by safety rules, (2) in the case of an emergency, or (3) for any other reasons or demands upon the escort.

PPE Required: (1) Steel-toe boots, (2) gloves, (3) safety glasses, (4) reflective vest or other reflective clothing, (5) working pants, and (6) _____

Incident Reporting: All accidents, injuries, near misses, and other incidents must be reported immediately to Solar Site Manager or Solar Site Manager’s point of contact.

Material Handling: (1) Must use proper lifting technique at all time, and (2) must get help for materials weighing over 50 pounds, materials that are longer than 10 feet in length, and for materials that are awkward in shape.

Training: It is your employer’s responsibility to provide the training you may need to perform your job. If you are asked to perform a task that you are not trained for, STOP and DO NOT perform task. Contact your employer. NEVER perform any task without the proper training.

Zero Incident Performance: (1) NO cell phone use while operating equipment or vehicles, (2) NO horseplay, (3) NO stealing, (4) NO illegal drug use, (5) NO alcohol use, (6) NO use or presence of fire arms, and (7) NO smoking.

EXHIBIT B
VISITORS' ORIENTATION AND RULES
(continued)

EACH PERSON ACCESSING THE SOLAR SITE MUST SIGN THIS FORM!

Basic Site Safety Rules: These Basic Site Safety Rules are in addition to any rules, regulations, or requirements required by any public agency within the appropriate jurisdiction.

Please read the following:

I understand that it is my responsibility to learn and follow all the applicable safety rules and regulations that pertain to my scope of work and visit to this site.

I also understand that it is my ultimate responsibility to ensure that my work area is safe prior to entering and performing work. I have had the opportunity to ask questions, and I understand that violation of the Solar Site safety rules contained herein Exhibit B, as well as any additional rules that I have been made aware of, may result in disciplinary action, including removal from the Solar Site. Have had the opportunity to ask questions about any Solar Site-specific hazards and conditions, and I am aware of where I may obtain further information regarding the safety rules (i.e. Operator's Safety Manual). In consideration for granting permission to the undersigned to enter such premises, the undersigned does hereby **RELEASE AND FOREVER DISCHARGE** Operator, their agents and servants, and all other persons, firms and corporations connected therewith of and from any and all liability, actions, claims, demands, or suits whatsoever for personal injuries or death suffered or resulting from any acts or omissions of said company whether from known or unknown, apparent or unapparent hazards on the jobsite.

I have read and understood the information contained in this orientation and agree to be bound by the rules of the Solar Site.

Print Name: _____

Company: _____

Signature: _____

Date: _____

Purpose of Visit:

EXHIBIT C
MEET THE GRAZING SHEEP

MEET THE GRAZING SHEEP

Hello! Welcome to the Solar Site. This Solar Site has grazing sheep. These sheep are owned or managed by a local farmer and will be kept at this site as a way to manage the site vegetation.

Sheep are friendly but can be scared easily by loud noises, stray dogs, people chasing them, and other threats. Please treat the sheep with respect.

Sometimes the sheep will have a portable electric fence around them called an *electronet*. The electricity in this fence is low voltage and designed to give the sheep a gentle reminder about where to stay.

The electronet is controlled at the *solar power charger* or at an *auxiliary power unit*. The electronet may be turned off, but simply stepping over the fence is preferred. **If you turn the electronet off during your visit, please TURN IT BACK ON before you leave.**

When you visit the solar site, here are a few guidelines to follow:

1. You may contact _____ at _____ for emergencies.
2. Please CLOSE THE GATES! The sheep can escape if you do not close the gates.
3. Please do not feed or approach the sheep.
4. Remain calm and avoid eye contact with sheep.
5. All photos and media coverage are prohibited without permission from appropriate authorities.
6. Please leave all fencing, chargers, and other sheep supplies where you found them.

Thank you! And please close the gates behind you!

EXHIBIT D
INSURANCE

[SAMPLE ONLY]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

04/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elmira INSURED	CONTRACT NAME PHONE (A/C No.) E-MAIL ADDRESS INSURER 1 INSURER 2 INSURER 3 INSURER 4 INSURER 5 INSURER 6
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	TR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	WAIVED	POLICY NUMBER	POLICY EFF. DATE (MMDDYYYY)	POLICY EXP. DATE (MMDDYYYY)	LIMITS
A		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N			05/25/2018	05/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N			05/25/2018	05/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETEN	N	N			05/25/2018	05/25/2019	EACH OCCURRENCE \$ AGGREGATE \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N		05/25/2018	05/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cert holder is listed as additional insured
RE: Cornell Geneva Solar Farm - 3425 Sutton Rd, Geneva, NY 14456

CERTIFICATE HOLDER	CANCELLATION
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

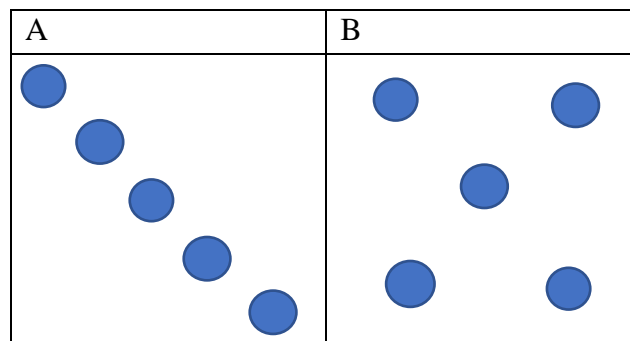
AUTHORIZED REPRESENTATIVE

EXHIBIT E
ASGA PASTURE SAMPLE COLLECTION GUIDE

Equipment:

1. Uniform, pre-weighed sampling bags
2. Markers to label the bags
3. 1 square foot, stable, frame
4. Clippers

Step 1: Identify sampling pattern on site (i.e. A or B below). A minimum of 5 samples is necessary. If the site exceeds 50 acres, areas of similar vegetation should be identified, quantified, and a minimum of 5 samples should be taken from each of these areas. Samples should be taken from representative areas of the pasture.



Step 2: Use frame to clip 1 square foot of pasture (every species needs to be included, avoid soil contamination).

Step 3: Bag each sample in a separate bag and label the bag with:

- Date and name, and
- Site and subsample number.

Step 4: Weigh each bag, subtract the empty bag weight, and record the sample site and subsample number. Use the average weight to calculate available forage per acre.

Step 5: Mix one pooled sample out of each 5 subsamples for analysis in the lab.

Step 6: Use analyzed sample DM to calculate available DM per acre.

Step 7: Use TDN to establish available TDN per acre.

Step 8: Calculate available DM and TDN per animal.

Step 9: Compare with NRC (2007) requirements.