**AMERICAN SOLAR GRAZING ASSOCIATION, INC.**

**SHEEP GRAZING MASTER SERVICES AGREEMENT TEMPLATE**

*This template was developed by student interns at the Food and Beverage Law Clinic in collaboration with the American Solar Grazing Association, Inc. 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. 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. This template was last updated on May 12, 2022.*

**INSTRUCTIONS FOR USING CONTRACT TEMPLATE:**

This document is a template contract for a “solar grazing” arrangement, i.e. an arrangement in which sheep graze at a solar site for purposes of vegetation management. It is contemplated that the contract will be entered into between a sheep farmer and a solar site manager (which may be the site’s owner or a manager contracted by the site’s owner, as applicable).

This template contains three parts:

1. **Master Services Agreement (MSA)**, which sets forth the general agreements between the sheep farmer and solar site manager that apply to every site the farmer maintains for that solar site manager.
2. **Form of Statement of Work (SOW).** Each SOW will contain the unique details (terms, payment, location etc.) for a specific solar grazing site. Thus, for every new solar grazing site between the sheep farmer and solar site manager, there must be a new SOW, but not a new MSA.
3. **Optional Riders** for provisions on fencing, signage, and security that may be added to the MSA if the parties so choose.

**This contract is a template; it is not a one-size-fits-all contract.** The following should be addressed by the parties in addition to any other changes the parties may negotiate:

* All provisions that are ***[red, bolded, italicized, and bracketed]***
* All provisions with blank spaces (\_\_\_\_\_\_)
* All guidance footnotes
* All optional provisions in the Optional Provisions Exhibit B

Once the MSA and any corresponding SOW is complete, **DELETE** all footnotesthroughout the documents, this instructional page, and any unused optional rider provisions.

**SHEEP GRAZING MASTER SERVICES AGREEMENT**

This Sheep Grazing Master Services Agreement (this “**MSA**”), dated as of ***[date]*** (the “**Effective Date**”), is entered into by and between ***[sheep farmer name]*** (“**Sheep Farmer**”) and ***[solar site manager name]*** (“**Site Manager**”). Sheep Farmer and Site Manager together constitute the “**Parties**”.

WHEREAS, the Parties desire and intend to enter into this MSA to facilitate the grazing of Sheep Farmer’s sheep on one or more solar sites managed by Site Manager for the purpose of vegetation maintenance;

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

**Section 1. Statements of Work; Solar Grazing Services.**

1. The Parties may, from time to time during the term of this MSA, enter into one or more statements of work, in substantially the form attached hereto as Exhibit A, to govern the specific terms applicable to a solar site where Sheep Farmer will provide solar grazing services (each, a “**SOW**”).
2. For each of Site Manager’s solar sites subject to a SOW with Sheep Farmer (each, a “**Solar Site**”), Sheep Manager shall provide sheep for the purpose of grazing for vegetation management in accordance with the terms and subject to the conditions set forth in the relevant SOW and this MSA (the “**Services**”).

**Section 2. Fees.** In consideration of the provision of the Services, Site Manager shall pay Sheep Farmer the fees set forth in each SOW, payable by check unless otherwise specified in the SOW.

**Section 3. Vegetation Maintenance Standard.**

1. For each Solar Site, Sheep Farmer shall cause the “Vegetation Maintenance Standard” set forth in the relevant SOW to be fulfilled.
2. In the event that the sheep alone will not effectively maintain the vegetation in accordance with the applicable Vegetation Maintenance Standard, Sheep Farmer shall fulfill the Vegetation Maintenance Standard through other means such as subcontracting a landscaping service or other service in accordance with Section 8 of this MSA.

**Section 4. MSA Term.**

1. The term of this MSA is ***[three years][[1]](#footnote-2)***, beginning on the Effective Date and ending on ***[ \_\_\_]*** (the “**Initial Term**”); provided that if any SOWs are outstanding at the expiration of the Initial Term or any renewal term of this MSA, the terms of this MSA will continue in effect for purposes of each such SOW until all such SOWs have expired at their stated “End Date” or otherwise have been terminated.
2. At the expiration of the Initial Term or any renewal term, this MSA will be renewed automatically for an additional ***[one year]*** period unless, at least ***[30]*** days prior to such expiration date, either party gives the other party written notice of its intent not to renew this MSA.

**Section 5. Early Termination**

1. **Early Termination of SOW by Site Manager**
	1. **For Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW prior to its stated “End Date” upon Sheep Farmer’s material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW); provided, however, that if such default is capable of cure, then such notice shall be subject to a 30 day cure period from the date thereof, and if Sheep Farmer cures such default prior to expiration of such period, termination will not take place.
	2. **Without Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW without cause prior to its stated “End Date”, provided that Site Manager must pay Sheep Farmer ***[the entire remainder of the contract price set forth in the SOW] OR [the early termination fee set forth in the SOW]*** upon such termination without cause.
2. **Early Termination of SOW by Sheep Farmer**
	1. **For Cause**. By written notice effective upon receipt, Sheep Farmer may terminate a SOW prior to its stated “End Date” (A) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar grazing for the remainder of the relevant SOW Term, (B) upon Site Manager’s failure to make a required payment in accordance with the relevant SOW or (C) upon Site Manager’s material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW). If default under clause (B) or (C) occurs and is capable of cure, then such notice shall be subject to a 30-day cure period from the date thereof, and if Site Manager cures such default prior to expiration of such period, termination will not occur.
	2. **For Toxicity of Soil**. By written notice effective upon receipt, Sheep Farmer may terminate a SOW prior to its stated “Start Date” if toxicity testing of the soil at the Solar Site performed prior to the Start Date reveals the soil contains levels of contaminants which are toxic to sheep and threaten the safety of any sheep.
	3. **Without Cause**. In the case of a multiyear SOW, Sheep Farmer may terminate the SOW without cause prior to its stated “End Date”, provided that such termination must occur at or following the end of a grazing season and written notice of such termination must be provided at least ***[75 days]*** prior to the commencement of the next grazing season (as such seasons are specified in the SOW).
3. **Effect of Termination on Payment Obligations**. No termination by either Party shall relieve Site Manager of its obligation to pay Sheep Farmer for Services properly performed prior to such termination, and such payment will be adjusted on a ratable basis accordingly. Site Manager shall reimburse Sheep Farmer for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit.  In no event will termination costs plus all compensation paid under a SOW exceed the total price agreed for the services under the SOW.

**Section 6. Post Termination Land Access.** Upon expiration or termination of a SOW by either Party, Site Manager shall provide Sheep Farmer reasonable time and access to remove sheep, equipment, and supplies from the Solar Site.[[2]](#footnote-3)

**Section 7. Sheep Management, Health, and Welfare.**

1. **Sheep Farmer Rights and Duties.**

* 1. Sheep Farmer shall be responsible for the health and wellbeing of sheep, including keeping adequate water and mineral supply; and Sheep Farmer shall be permitted to station watering cubes and other portable watering distribution and dispensing equipment at the Solar Site.
	2. Sheep Farmer shall have access to the Solar Site periodically throughout the Agreement Term to perform toxicity testing of the soil at the Solar Site. Upon request, Site Manager shall provide Sheep Farmer with any previously performed toxicity tests of the soil at the Solar Site.
	3. Sheep Farmer shall have 24 hour access to sheep at the Solar Sites. Sheep Farmer shall keep Solar Site access details confidential.
	4. Sheep Farmer shall be permitted to keep herding and guardian animals including but not limited to dogs, at the Solar Site.
	5. If Sheep Farmer becomes aware that its activities have caused any damage to the solar equipment at the Solar Site, Sheep Farmer shall notify Site Manager within 24 hours.
1. **Site Manager Duties.**
	1. Site Manager shall provide prompt verbal notice to Sheep Farmer if Site Manager becomes aware that any of the sheep are apparently suffering from illness or accident, followed by written notice.
	2. Site Manager shall provide Sheep Farmer with 24 hours' notice (except in the case of an emergency, when Site Manager shall provide as much notice as is reasonably practical) 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.
	3. Site Manager shall not plant the prohibited vegetation types, if any, listed in the SOW for the Solar Site.

**Section 8. Fencing, Signage, and Security.**

1. 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 has rigid tension, is flush to the ground, has fenced culverts, and has 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. If Site Manager must modify existing fencing, gating, and signage to meet the above-described standards, Site Manager shall be responsible for all costs associated with obtaining and installing such fencing, gating, and signage.
2. 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. 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.
3. If Site Manager fails to perform its obligations set forth in this Section 8 and such failure continues 24 hours after notice from Sheep Farmer (except in the case of an emergency when no notice shall be necessary), Sheep Farmer may perform Site Manager’s obligations or perform work resulting from Site Manager’s acts, actions, or omissions and Site Manager shall reimburse to Sheep Farmer, upon demand, the total cost of such performance.

**Section 9.** **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 10.** **Subcontractors.** Site Manager authorizes Sheep Farmer to subcontract the performance of the Services. Sheep Farmer authorizes Site Manager to subcontract the performance of its fencing, signage, and security obligations or other maintenance services. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this MSA and the SOW(s). Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors, and for payments owed to its subcontractors by the terms of their subcontracts.

**Section 11.**  **Visitors**. Site Manager shall provide Sheep Farmer with 24 hour’s electronic notice of all planned visitors who are not regular workers at the Solar Site, including (a) any person visiting for a short duration who will not perform work at the site and (b) any contract worker who does not normally perform extended work at the Solar Site such as a delivery driver.

**Section 12.** **Notice.** All notices required or permitted under this MSA or a SOW may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

 Sheep Farmer: ***[enter name, address, phone number, and email address]***

 Site Manager: ***[enter name, address, phone number, and email address]***

**Section 13.**   **Indemnification.**

1. Sheep Farmer shall indemnify and hold Site Manager, its affiliates and their respective employees, directors, officers, shareholders, and agents (the “**Site Manager Indemnified Parties**”) harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys’ fees, which are imposed upon or incurred by any of the Site Manager Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Sheep Farmer of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Sheep Farmer or any of its employees, directors, officers, shareholders, agents, and subcontractors in connection with the performance of its obligations under this MSA or an SOW.
2. Site Manager shall indemnify and hold Sheep Farmer, its affiliates and their respective employees, directors, officers, shareholders, agents, and subcontractors (the “**Sheep Farmer Indemnified Parties**”) harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys’ fees, which are imposed upon or incurred by any of the Sheep Farmer Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Site Manager of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Site Manager or any of its employees, directors, officers, shareholders, agents and subcontractors in connection with the performance of its obligations under this MSA or an SOW.
3. Notwithstanding anything to the contrary in Sections 13(a) and (b), (i) Sheep Farmer hereby releases Site Manager from any claims arising from any injury or death to sheep on a Solar Site or any damage to Sheep Farmer’s personal property on a Solar Site caused by natural events, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Site Manager or any of its employees, directors, officers, shareholders, agents and subcontractors, and (ii) Site Manager hereby releases Sheep Farmer from any claims arising from any injury or death to persons on a Solar Site or any damage to the solar equipment or other personal property on a Solar Site caused by the natural activity of the sheep, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Sheep Farmer or any of its employees, directors, officers, shareholders, agents and subcontractors.

**Section 14.**  **Sheep Farmer Insurance Requirements.**

1. During all SOW Terms, Sheep Farmer shall, at Sheep Farmer’s own expense, maintain and carry in full force and effect at least the following insurance coverage:
2. commercial general liability with limits of at least ***[$1 million]*** for each occurrence and ***[$2 million]*** in the aggregate;
3. commercial automobile liability to the extent required by governing law; and
4. workers compensation insurance to the extent required by governing law.
5. All insurance coverage required by this section shall name Site Manager as an additional insured. Sheep Farmer shall provide Site Manager with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this section, and shall not do anything to invalidate such insurance.

**Section 15.** **Assignment.** No Party’s duties, obligations, and responsibilities under this MSA or any SOW may be delegated nor its interests assigned to any third party without the prior written consent of the other Party, which will not be unreasonably withheld.

**Section 16.**  **Severability.** If any part of this MSA or any SOW is invalid or unenforceable, the balance of this MSA or such SOW shall remain effective, absent such provision, if the essential provisions of this MSA or such SOW for each Party remain valid and enforceable.

**Section 17. 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 governing or relating to the Services.

**Section 18.** **Waiver**. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this MSA or any SOW 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 19.**   **Entire Agreement**. This MSA, together with the SOW(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

**Section 20.**  **Survival.** Sections 5, 12, 13, and 15-22 of this MSA shall survive termination of this MSA, and any other provisions in this MSA and a SOW which by their nature should remain in effect beyond termination of this MSA or such SOW will survive until fulfilled.

**Section 21. Amendments.** This MSA and any SOW may be modified or amended only by written agreement executed by the Parties.

**Section 22. Governing Law.** This MSA and each SOW shall be construed and governed by the laws of the State of ***[\_\_\_\_\_\_\_\_]*.[[3]](#footnote-4)**

SIGNATURE PAGE TO FOLLOW

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

  **Sheep Farmer:**

 [*Insert name of SHEEP FARMER*]

[*Signature block if Sheep Farmer is an individual:]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

[*Signature block if Sheep Farmer is a business entity:]*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date:

  **Site Manager:**

 [*Insert name of Site Manager*]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date:

**EXHIBIT A**

**STATEMENT OF WORK**

|  |
| --- |
|  |
| SOW Date: \_\_\_\_\_\_\_SOW Number: \_\_\_\_\_\_\_ |

This Statement of Work (this “**SOW**”), dated as of the date set forth above, adopts and incorporates by reference the terms and conditions set forth in the Solar Grazer Master Services Agreement (the “**MSA**”) dated as of the date referenced below between the Sheep Farmer and Site Manager referenced below. Capitalized terms used but not defined in this SOW shall have the meanings given in the MSA.

**Section 1. Master Services Agreement.**

Master Services Agreement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Sheep Farmer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Site Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 2. Location of Services to be Provided.**

Solar Site Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Solar Site Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Acreage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 3. Description of Solar Site.**

*Provide a narrative description and/or attach photograph or map that clearly depicts Solar Site boundaries and area Sheep Farmer will maintain:[[4]](#footnote-5)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 4. Vegetation Maintenance Standard for Solar Site.** Sheep Farmer shall cause all vegetation on the Solar Site to be maintained as follows at substantially all times on substantially all areas specified in Section 3, subject to the schedule set forth in Section 6 below:[[5]](#footnote-6)

*Check all that apply:*

* [ ]  Vegetation will not shade the solar panels.
* [ ]  Vegetation will not reach a height taller than approximately \_\_\_\_\_ inches.
* [ ]  Vegetation will remain between approximately \_\_\_\_\_ inches and \_\_\_\_ inches.
* [ ]  *Describe other standard:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Vegetation Maintenance Standard for Other Areas.** Sheep Farmer shall cause all vegetation in [*describe area outside the fence line or other areas outside Solar Site itself that are subject to this SOW, if applicable*] to be maintained as follows at substantially all times on substantially all such areas, subject to the schedule set forth in Section 7 below:

*Check all that apply:*

* [ ]  Vegetation will not reach a height taller than approximately \_\_\_\_\_ inches.
* [ ]  Vegetation will remain between approximately \_\_\_\_\_ inches and \_\_\_\_ inches.
* [ ]  *Describe other standard:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_][[6]](#footnote-7)

**Section 5. Dates of Service.**

SOW Start Date:[[7]](#footnote-8) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SOW End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The period commencing on the SOW Start Date and ending on the SOW End Date is referred to as the “**SOW Term**”.[[8]](#footnote-9)

**Section 6. Work Schedule and Deliverables.**

|  |  |
| --- | --- |
| **DELIVERABLES/MILESTONES**[[9]](#footnote-10) | **DATE(S)** |
| *Include any and all milestones and agreed-upon deliverables and dates.* |  |
|  |  |
|  |  |
|  |  |

**Section 7. Fees.** Site Manager shall pay Sheep Farmer for the Services for the Solar Site according to the following payment terms and schedule:[[10]](#footnote-11)

|  |  |  |
| --- | --- | --- |
| **Payment No./ Description of Services** | **Due Date** | **Amount** |
|  |  |  |
|  |  |  |
|  |  |  |

***[Section 8. Early Termination Fee.*** *The early termination fee for termination by Site Manager without cause, as described in Section 5(a)(ii) of the MSA, is $\_\_\_\_\_\_\_\_.]****[[11]](#footnote-12)***

***[Section 9. Prohibited Vegetation Types.*** *Site Manager shall not plant the following vegetation types at the Solar Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]****[[12]](#footnote-13)***

**Section 10. Other SOW-Specific Terms and Conditions.**

*Insert any other specific terms and conditions agreed for this Solar Site and SOW, if any:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature page follows]

IN WITNESS THEREOF, the parties hereto have executed this Statement of Work on the dates below their signatures.

  **Sheep Farmer:**

 [*Insert name of SHEEP FARMER*]

[*Signature block if Sheep Farmer is an individual:]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

[*Signature block if Sheep Farmer is a business entity:]*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date:

  **Site Manager:**

 [*Insert name of Site Manager*]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date:

**OPTIONAL RIDERS ON FENCING, SIGNAGE, AND SECURITY**

***Instructions for use:*** *Include any or all of the additional provisions on fencing, signage, and security as desired* ***at the end******of the MSA Section 8*** *as new clause(s) and update lettering accordingly.* ***Delete all unused optional provisions.***

1. 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.
2. 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 Site Manager or 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.
3. 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 B, prior to or upon arrival at the Solar Site.
4. Site Manager shall post signage at entrance gate and at **[additional locations]** 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**

1. Sheep Farmer shall be permitted to install surveillance technology, gate alarm, or other system to keep track of who enters and exits the site.
2. Sheep Farmer shall be permitted to install additional temporary fencing on the solar site in order to ensure sheep safety.

***ONLY INCLUDE IF THE OPTIONAL MSA PROVISION SECTION 8(e) REGARDING VISITORS WAS ADDED TO THE FINAL MSA***

**EXHIBIT B**

**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!

1. **Note to drafter:** Consider frequency and seasonality of work between Site Manager and Sheep Farmer. For example, a 3 year MSA term may be appropriate should Sheep Farmer work with Site Manager for non-consecutive years. [↑](#footnote-ref-2)
2. **Note to drafter:** A hard cutoff date may be added to this provision by adding: ***“provided that such period will be no more than [10] days after expiration or termination for retrieving sheep and [30] days after expiration for retrieving other equipment and supplies.”*** [↑](#footnote-ref-3)
3. **Note to drafter.** Insert state in which work will be rendered or, if work to be rendered in more than one state, the state law parties agree to govern the contract. [↑](#footnote-ref-4)
4. **Note to drafter:** This should include specifics of the area within the solar site that will be maintained (excluding areas for wildlife, forested areas, etc). This may or may not include maintaining outside the fence-line grasses (and trees) a specified number of feet away from the fence line to the standard described in section 4. [↑](#footnote-ref-5)
5. **Note to drafter:** Pick the option(s) most appropriate for the site in question or input own standards determined by Sheep Farmer and/or Site Manager. [↑](#footnote-ref-6)
6. **Note to drafter:** This section is optional based on whether Sheep Farmer plans to graze outside the fenced-in area of the Solar Site. [↑](#footnote-ref-7)
7. **Note to drafter:** The SOW start date must be on or after the governing MSA’s Effective Date [↑](#footnote-ref-8)
8. **Note to drafter:** This applies for both multi-season and single-season SOWs. If this SOW spans multiple seasons, be sure to clarify key performance and milestone dates over each season. [↑](#footnote-ref-9)
9. **Note to drafter:** At a minimum, be sure to include: (1) when and for what time period the Vegetation Maintenance Standard must be met by sheep farmer (2) separate entries/date ranges for when sheep will be on-site if a multi-season SOW and sheep will not be on the site continuously (with the understanding that there is a "buffer period” for delivering the sheep per section 5). [↑](#footnote-ref-10)
10. **Note to drafter:** 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. [↑](#footnote-ref-11)
11. **Note to drafter:** Include this provision if parties agree to an early termination fee rather than agreeing to Site Manager paying the remainder of the SOW price in the event of Site Manager's early termination without cause. [↑](#footnote-ref-12)
12. **Note to drafter:** Include particularly if this is a multi-year SOW where site manager may be planting vegetation during non-grazing seasons. [↑](#footnote-ref-13)