

Maryland Community Supported Agriculture Model Contract

Disclaimer: This contract sample is intended to provide general information and should not be construed as providing legal advice. Using any contract format creates or alters the legal rights between the two parties and both parties should each consider consulting their respective attorneys for clarification on how any clause in a contract affects their respective legal rights.

DRAFT

Maryland Community Supported Agriculture Model Contract

Member Agreement for _____(insert season/year)

Name of Farm: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

This agreement is entered into on, _____, 20____, between _____

_____ (insert Farm name) (How you will refer to your farm for the rest of the

document Farm) and _____ (insert Members'

name) (How you will refer to your member for the rest of the document Member) who

resides at _____

_____ (insert Members' address), phone number is _____, and

email is _____.

The Farm promises to provide member with fresh, local, seasonal food and the Member agrees to receive a portion of Farm's harvest.

Growing Practices of the Farm

Farm is _____ (insert practices: is the farm Certified Organic, working on a certification, Naturally Grown, free range, grass fed, etc). _____

(discuss what these practices mean and how Members can receive more information on the practices you use).

Products and Deliveries Members Should Expect

The Farm's CSA runs for _____ weeks or from approximately _____ (month) to _____ (month). Members are expected to show up at _____ (delivery location) _____ (insert frequency such as "weekly on day of week") to pick up Member's share of Farm's harvest. Member will receive on average _____ (insert Farm's specific products). This will typically mean _____ (1 or 2 grocery bags or boxes) each pickup or _____ bags/boxes during peak season, which is usually _____ (insert what is average for your farm on the type of products they can expect).

Below is a table of products the Farm expects to deliver to Members during the season.

This chart is a best estimate and weather, pests, and other events could impact production.

Month of Harvest	Expected Crop/Meat/Dairy Product

Member will be expected to pick up your share _____ (insert frequency – once a week, twice a week, etc) from a drop off site. Please check the pickup site you would like to use (if you only have one location, delete table and just put address, day, and time of pickup site).

Check Selection	City	Name of Location	Address	Day	Time(s)

Member is responsible for observing the Farm’s following pick up rules (examples):

1. Bring own bag/return box from last week to collect vegetables
2. Pick up Member’s share within the timeframe. Farm’s products can deteriorate if not picked up on time and stored properly
3. Be respectful of pick up location’s property
4. Follow additional rules at pick up site.

If Member cannot pickup Member’s share, Member must arrange for substitute to pickup share. Member will need to explain the pickup site location and procedures to Member’s substitute (may want to require some form of proof that substitute is actually a substitute). Any shares not retrieved will be _____

_____ (explain what happens to unpicked up shares: donation to food bank, selling to other markets, etc).

Risk of Crop Failure

By joining the Farm's CSA, Farm and Members are agreeing to share in the risk of crop failure, due to factors such as inclement weather, pests and acts of God. If a crop failure does happen, the Farm will: (describe your policy - do you give Members other crops ready to harvest, buy crops from other local farms, or a combination of the two?) _____

_____.

(If you have dealt with this in the past please describe here) _____

_____.

Member Initials: _____

Crop Surpluses

(Select one of the follow):

- Farm’s production is exclusively for the CSA and Members. When Farm has surplus crops, Farm will provide Members with as much as possible, but Farm does not want to overwhelm Members with products that may go to waste. When Farm experiences surplus, Farm will make excess crops _____

_____ (Will you donate to local food pantry, let members harvest excess crops, set out excess crops for members to pick up on own, etc).

- Farm also sells produce to _____ (insert other markets), but Farm keeps CSA production separate by _____
_____ (insert how you segregate production). When Farm experiences an abundance of segregated CSA crops, Farm will provide Members with as much as possible, but Farm does not want to overwhelm Members with products that may go to waste. When Farm experiences surplus, Farm will make excess crops _____

(Will you donate to local food pantry, let members harvest excess crops, set out excess crops for members to pick up on own, etc).

— Farm also sells produce to _____ (insert other markets). Farm does not segregate CSA production, but CSA production does receive our priority.

Other markets will be satisfied after Farm has satisfied Members' shares.

— Farm also sells produce to _____ (insert other markets). Farm does not segregate CSA production and production is balanced between the CSA and other markets.

Members Fees

Selling CSA memberships helps the Farm reduce the burden of up-front costs (such as seeds, tillage, and other inputs) before the season starts. We appreciate Member's commitment to the Farm. Use table below if Member has multiple shares. Feel free to add additional rows (vegetable/fruit, meat, dairy, etc) but if Member has only 1 share, delete table and write out the share.

Check Selection	Type of Share	Share Size	Price if before [date]
	Total Amount Due		

Check Selection	Payment Preference (Only include if you allow options)
	Member will pay full membership fee up front
	Member will pay membership fee in _____ number of installments

If Member is paying full membership fee up front, enclose check for total amount due _____, made payable to _____ with this agreement signed. If you are paying in installments, please enclose _____ checks for _____, one dated _____ and check(s) dated _____ with this signed agreement. By signing and submitting the agreement you are agreeing to pay the membership fee for share indicated above. _____ (indicate if payments are refundable by a date or non-refundable).

In the event that a Member desires to downsize his or her share after initial purchase, this request should be clearly communicated to the Farm and can be granted but a refund will not be granted unless the Farm, in its discretion, decides to grant a refund.

Communications Between Farm and Member

The best way to communicate with the Farm is via email. Our email is _____. Farm will do our best to respond as soon as possible, but please understand that we spend much of our time in the garden growing your food and are not always near a phone. Please contact us with any news of the following: changes to your postal or email address, problems with your drop---site, or dissatisfaction with your share.

We will communicate with Members primarily by email. When you sign up, you will be added to our distribution list. Please read your email from us. We depend on being able to communicate important information such as necessary changes to your distribution schedule or notices of our farm events. Every week, we will post on our

website information about the crops available that week (insert link to site). We will also regularly post recipe ideas and farm related news.

Indemnification and Hold Harmless

By signing this Agreement, the Member releases, indemnifies and agrees to hold harmless the Farm, its owners, agents and employees from any and all claims, damage and/or liability he or she might suffer from being on the Farm property, being at any of the CSA pickup locations or from the purchase of a CSA membership.

I agree to purchase the membership share indicated in the Membership Section. I understand that, although unlikely, Farm may change parts of this agreement related to production and distribution from time to time. I understand that Farm will contact me via email in advance of any changes to this agreement.

By signing this Contract I acknowledge that I have read, understand and agree to the terms contained herein.

Member Name (please print): _____

Date: _____

Signature: _____