



Guide to Legal Issues in Community Supported Agriculture (CSA): The road to the membership agreement

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INTRODUCTION

The goal of this guide is to help individuals involved in Community Supported Agriculture (CSA) identify and be equipped to address some of the legal problems they may encounter in their endeavor. Members, or “shareholders,” in these arrangements pledge money in advance, and in return they receive a share of the farm’s bounty throughout the period in which they remain a shareholder. Although CSA shareholders do not own a portion of the business as a corporate shareholder would, they do share in the risks and rewards of the business. These arrangements are grounded in a sense of community, and thrive on the concept of shared risk.

Communication between the farmers and the shareholders is essential to the success of the business. A membership agreement is one tool that farmers may use to communicate clearly with their shareholders. Identification of legal issues that may present themselves throughout the development and operation of a CSA will help the farmers understand what needs to be communicated to others involved in the process. If these issues are addressed, all individuals involved will benefit and the true community feeling of the CSA will be fostered.

In the following sections, four main areas of concern will be addressed: starting a CSA, labor issues, duties to members, and the membership agreement. In each of the first three sections, you will be guided through an exercise to help you identify the legal issues that apply to you and be equipped with a set of resources that will help you address them. You may want to keep some of these issues in mind while you are developing your membership agreement, which will serve as the foundation of communication between you and your customers/members. The last section of this guide focuses directly on the membership agreement and issues that may arise in its construction. It also includes a list of sample clauses that may be included in a membership agreement and some samples of fully constructed agreements. We hope that you find the information in this guide interesting and helpful. ***Please remember that this guide is not intended to replace individualized legal advice from a licensed attorney.***

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STARTING A CSA

Business Entity Selection

Once you have decided to start a CSA and are trying to figure out where to begin, one of the first determinations you should make pertains to the legal structure of your CSA. When selecting a business entity, the main issues to keep in mind are management structure, liability, taxation, filing requirements and associated costs. CSAs are generally formed in one of four main categories: sole proprietorship, partnerships, corporations and cooperatives, each of which we will discuss in turn.

Sole Proprietorship is the most simplistic business entity. Its formation occurs when one individual (or in some cases a husband and wife) owns and operates the business. Control and management are with one individual and there are few reporting requirements. For tax purposes, a sole proprietorship does not file a separate income tax return. A Schedule F (profit and loss from farming report) is filed with the individual's 1040 and the sole proprietor will pay personal tax on profit. The main drawback of this business structure is that the individual is personally responsible for all debts and obligations related to the sole proprietorship.

A Partnership occurs when two or more individuals co-operate and co-own the business. A partnership is governed by state statute, but can be created solely through a jointly run business. Taxes "pass through" the partnership to the owners in their individual shares, thus there is a tax form for each partner and a separate form for the partnership. A potential complication arises because each partner has individual authority to bind the partnership in contracts and other legal obligations. One major legal concern is that partners are joint and separately liable for the debts and obligations of the partnership.

To address this problem, partners may engage the use of a statutorily created partnership, known as a Limited Partnership, comprised of general partners and limited partners. General partners run the operation and are still personally liable for the partnership's obligations whereas the limited partners are viewed more as shareholders, and can only be liable up to their own investment. There are requirements for formation, as well as accounting and reporting requirements that are not applicable to general partners. An added advantage of the limited partnership, which differentiates it from the general

partnership, is that limited partners receive a tax deduction for losses up to their investment amount.

A Corporation is comprised of directors and shareholders. The directors provide the management of the business while the shareholders purchase stock as their share of ownership. Formation is complex and includes required filing of articles of incorporation and extensive bookkeeping. An upside of this type of entity is that shareholders are not personally liable for the corporation's liabilities and debts. One negative attribute of corporations is what is known as double taxation. The corporation is taxed on its profits as well as each shareholder's individual payment of income tax on profits, distributed as dividends. To avoid double taxation, extra steps can be taken to gain S-Corporation status whereby taxes pass through to the shareholders, similar to partnerships; however, the requirements for such status are stringent.

Many CSAs are created as Nonprofit Corporations. In this specialized form of corporation, no owner or shareholder shares in profits or losses and the corporation does not earn profits. Rather, there is generally a mission statement to promote a cause. Another reason for creating a non-profit corporation is potential eligibility for tax-exemption. A nonprofit corporation may be exempt from income tax under Sections 501(c)(3) or 501(c)(4). Formation, bookkeeping, filing and accounting requirements are similar to those of a corporation. To ensure compliance, it is best to consult with an attorney.

An entity with a combination of benefits of a partnership and a corporation is known as a Limited Liability Company (LLC). An LLC has the limited liability of a corporation with the management flexibility and tax benefits of a sole proprietorship/partnership. Be sure to consult an attorney regarding formation, bookkeeping, filing and accounting requirements around any business structure you elect to use in the CSA.

A Cooperative is a unique legal entity in which a group of individuals pool their resources to operate their business, which will then provide services to them. Under state law, the business is required to operate for the benefit of the owners who actually use the business. The cooperative does not receive a profit - rather, extra income is divided amongst the individuals in proportion to the amount of resources they contribute. Benefits include certain tax exemptions and each individual is responsible for his/her allocated business. To gain these benefits, the business must meet the state requirements for formation and qualification as a cooperative. These requirements include a description of the activities, agreements between all the members, articles of incorporation, sufficient financing, and

reporting requirements. Make sure each individual is aware of all the requirements, and consider seeking advice from an attorney before formation.

As a final note, every CSA is different. Take some time to envision your business and research the entity that best fits your needs and long-term goals.

Reference Materials: Selecting A Business Entity

National Agricultural Law Center: *An Overview of Organizational and Ownership Options Available to Agricultural Enterprises*: http://www.nationalaglawcenter.org/assets/articles/goforth_ownership1.pdf

PA Code Statutory Requirements: <http://www.pacode.com/secure/data/019/019toc.html>

Formation and Filing Requirements: <http://www.powerhomebiz.com/resources/starting-business-pennsylvania.htm>

Details on Cooperatives: <http://www.rurdev.usda.gov/rbs/pub/cir7/cir7rpt.htm>

Real Estate and Property Law

You have chosen a type of entity and taken all the necessary steps to properly form your business. Now you have to make a decision on the best location from which to operate. The main considerations around this question concern where and how you will acquire the land, restrictions on the use of that land, what you plan to produce, and how to protect your investment in the case of an accident.

When planning your CSA, determine how many shares will support your operation and how much land that will be required to maintain that production, as these details will help when searching/acquiring the appropriate acreage. Next, if you plan to have a pickup at your farm, the land you acquire should be within a reasonable distance of your members. Remember that the closer to town, the more expensive the land. Many farmers own their own land before starting a CSA, and are well established. This makes the transition to direct-market farming smoother and additionally allows them to use the land as they please (subject to state and local regulations). However, if you are new and looking for a location site, renting and leasing may provide a less cumbersome and less expensive solution.

Leasing may benefit you for cost saving purposes, but every landowner has his/her own expectations on how the property is to be used. Additionally, every CSA has its own needs (soil for organic production, adequate number of members, delivery methods, etc.),

so do your research on what types of activities you are interested in developing as part of your CSA and what different landowners may allow. Negotiating and arriving at a specific lease detailing your intended uses is extremely important. The owner needs to know who will be on the property and what activities you will be conducting. Also consider an option to buy in case your landlord decides to sell the land while you are still a tenant. For further discussion, see the references below.

Wherever you choose to locate your business, you will be subject to local zoning ordinances. The first thing to do is to find the applicable local ordinance for your piece of property. Next, check that your farm is located in an area classified for your intended uses, and that you fall explicitly within a permitted use within the local ordinance. There is a chance that when you look at the ordinance, you will find that your land is in a non-agricultural district. This does not, however, mean that you must cease your farming activities. If either you or a prior owner acquired the land for your current uses before the enactment of the ordinance, then most likely you will be able to continue your operation. The caveat is that you probably may not be able to add uses or buy adjacent land and use it for non-permitted uses. For CSAs specifically, look into regulations regarding farm-stands and other commercial-like operations that you may plan to have, particularly if you anticipate customers on your premises. Certain activities may require a license or permit.

One important exception to note is that many states have statutory protections for direct-market farming, in which case you will want to look further into the definition of farming and agriculture to ensure you qualify under the relevant provision. You may be limited in size or what you can sell. Once you obtain the ordinance and learn the zoning class of your land and the permitted (and not) activities, you will be better able to appropriately conduct your business. For a much more in-depth look at zoning law as it applies to agricultural districts, see the references below.

Resources on Real Estate and Property Law

Land Acquisition: The Pennsylvania State Cooperative Extension's bulletin, Guidelines for Renting Farm Real Estate in the Northeastern United States.

Branan, Robert Andrew. *Zoning Limitations and Opportunities for Farm Enterprise Diversification: Searching for New Meaning in Old Definitions*: http://www.nationalaglawcenter.org/assets/articles/branan_zoninglimitations.pdf

Kruft, David. *Agricultural Zoning*: http://law.psu.edu/_file/aglaw/Agricultural_Zoning.pdf

Production

The next step is to ask yourself what you plan to produce and how it is going to be marketed. First, identify your products. The simplest form is selling solely raw products. This means not processed, cut, or otherwise prepared in any way. However, “value-added” products can often increase sales and potential profitability. This may be as simple as cutting fruits and vegetables and pre-bagging them, or you may take things one step further and include the sale of processed food items such as jam, juice and cheese. What will this mean for your business? The further away you get from the natural state, the more laws and regulations you will subject yourself to. State laws will vary, but the main things you may encounter are requirements for local licenses, permits, and inspections by regulators. If you know your customer base has a desire for more varied products, "value-added" can be a worthwhile investment.

When deciding how to label your produce, regulations on both the state and federal levels will play a role. In order to use certain terms (organic, etc.) there will be state and local requirements that must be met, as well as federal regulations under the FDA and USDA. There is a growing trend in customer desire for organic produce. Whether to certify your produce as organic is a question to ask yourself based on the needs and expectations of your members. Know your customer base and keep an open communication to ensure expectations are being met, while keeping in mind that you are expected to fulfill all local, state, and federal regulations.

Resources on Production

Information on “Value Added”: Hamilton, Neil. The Legal Guide for Direct Farm Marketing.

National Organic Program: <http://www.ams.usda.gov/AMSV1.0/nop>

PA Certified Organic: <http://www.paorganic.org/>

Further Reading from the National Agricultural Law Center:
<http://www.nationalaglawcenter.org/readingrooms/organicprogram/>

Insurance

Protecting yourself and your business to its fullest comes down to making sure you have every possible activity on your premises covered in your insurance policy. Make sure

when you call your provider that you are prepared to give a detailed explanation of your business operation so that all risks are covered.

Basic knowledge of the items that should be included in your insurance policy should include is important before beginning a business operation. The two applicable categories of insurance can be classified as *standard farm liability* and *commercial business*. Typical farm liability will protect you from accidents on the farm premises involving your family, employees and third parties. The main point to consider is whether the accident occurred within the definition of farming. Commercial business policies will protect types of activities that are defined as business operations.

There are many things you will want to take into consideration when you talk to your insurance company. For instance, you will need to determine what activities are conducted on your property and what sorts of products are being sold and where they are being sold. You will want to consider where you are selling your products. You are likely only covered under a farm liability policy for those products sold on your farm. Additional coverage may be necessary for products sold through a third party (e.g., a farmers market or grocery store), as well as for CSA shares that are picked up off farm. The more “commercial” activities appear, the less likely it is that a farm liability policy will suffice, and you may need extra coverage.

Finally, the two types of insurance discussed above are for injuries and accidents associated with the farm premises. See the discussion in section three regarding insurance coverage for product liability and section two for labor law issues. It is important to talk with your provider and to make sure he or she knows what activities must be considered when assessing potential risks.

LABOR

This section addresses the importance of understanding those labor laws, which may apply to your CSA organization, and then determining what obligations those laws may create. The community nature of CSAs introduces some unique labor issues in the direct-farm marketing arena. Knowing the relationship status between you and the people who are coming onto your farm to provide labor is essential. For example, if you determine that an employer/employee relationship exists, there are specific laws that may apply, which then increases your obligations to them. If you know the status of each of the individuals helping on your farm you will be better equipped to ensure you are meeting required obligations. This, in turn, will help you avoid future legal trouble.

Status Determination

You may be wondering at this point what is meant by the “relationship-status” of individuals. People on your farm helping with the work may fall into one of many categories, referred to as their "status". For instance, when considering the people on your farm, you will probably first think of yourself and your family members. You also may have an arrangement where members can volunteer on the farm for social or recreational purposes; you may allow members or others to come onto the farm to pick their own produce; you may require hours of service as a part of the agreement; or you may offer a work-share option where individuals opt to reduce their share cost by working a certain number of hours on the farm. Furthermore, you may have interns, apprentices or employees outside of the CSA member base. You will incur more duties to employees than to any other status of individual.

How will you know how to classify individuals on your farm, and how to determine what responsibilities you may owe them? How do you know if the work they are doing will classify them as an employee? You can start by looking to what is referred to as the common law test for employee status (references below). This test is centered on the concept of control: behavioral control and financial control. If you exert control over an individual who is doing work on your farm, they may be considered an employee. You will want to think through a couple questions related to control: Do you have control over the person’s actions? Do you tell them what to do and how to do it? Are they doing it in exchange for some sort of financial benefit? If they do it wrong will it be under your discretion to remove that benefit? If you are answering yes to the above questions, it is likely that the individual in question is an employee.

Let's further discuss two examples. We will start with the scenario in which a member of your CSA comes onto the farm to pick his or her own share each week. At first, determining the status of these individuals may seem tricky. They are on your property, doing work that may, in fact, be of benefit to you. However, they are doing this of their own will, voluntarily, and under their own control. You don't tell them when to get there or how long they have to stay, how many berries they have to pick before they leave, or whether or not they can take breaks. There is also no intent on their part to be your employee and thus it is not likely that they could be legally considered as such. If you are still concerned, you can try to address that concern by communicating to any CSA customer that they are agreeing to buy a product in a way that will require the performance of on-farm tasks.

Now let's think in more detail about a member who has agreed to a work-share option in their membership agreement. They are working on the farm for what could be construed as a direct financial benefit - a reduction in the price of their share. It is likely that you will tell them what to do and provide them with the tools to do these tasks. If you don't like what they are doing, it may be at your discretion to ask them to stop, resulting in the removal of their financial benefit. As you can see, this relationship may be hard to define, and has many of the characteristics of an employee/employer relationship. If this concerns you then you may want to consider not using a work-share option as a part of your agreements. You might also consider having members who choose to do a work-share option sign a waiver acknowledging they are not an employee, thus clarifying their intent. It may also be of benefit to not have the reduction in the price of their share correspond to the number of hours you require an individual to help on the farm, thus distancing the relationship between the appearance of financial gain related to hours on the farm. While these suggestions may make the individual appear less like an employee, it is advised that you always seek professional opinion and err on the side of caution. If you are still unsure about their status, it is wise to consider them an employee or consult your attorney for further advice.

"In order to distance the relationship between the financial gain and the hours worked, it may be beneficial NOT to correspond the number of hours an individual 'helps' on the farm to a reduction in the price of their share."

Resources on Common Law Employment

Determining Employee Status: <http://www.irs.gov/businesses/small/article/0,,id=99921,00.html>

Common Law Test: <http://www.utb.edu/ba/purchasing/information/Documents/2-20factors.pdf>

Summary Of Tests Used For Determining Worker Status:
<http://abalel.omnibooksonline.com/2010/data/papers/021.pdf>

Duties Incurred

If you have determined that you do in fact have individuals on your farm that will be classified as employees, you will next want to look to the federal and state labor laws that apply to farms. Federal laws, including OSHA, FIFRA, FLSA, the Migrant and Seasonal Workers Act, and the Immigration Control Act, may apply to individuals working for your CSA, or they may contain exemptions that will apply if you are classified as an agricultural operation. In cases of exemption, you will not be required to be in compliance with the law due to the special nature of agricultural business. It is important to familiarize yourself with these laws to identify the duties that each imposes as well as to determine whether or not you are exempt from meeting those duties. For instance, under the Fair Labor Standards Act (FLSA), if all of your employees work less than 500 combined man-hours per calendar quarter doing activities that qualify as agricultural labor, then you may be exempt from minimum wage and overtime requirements otherwise required under this law. It is also important to look to state laws, including child labor laws, the Pennsylvania Farm and Agricultural Labor Laws, and Workers Compensation laws to ensure that you have addressed all state-created duties as well.

You may find that many of the individuals who are helping on your farm are not classified as employees. This conclusion does not mean that you owe them no duty. As with all individuals you invite onto your premises for purposes of mutual benefit, you will owe interns, volunteers, and apprentices a heightened duty as compared to someone who trespasses onto your property. This means that at a minimum, if the individual is acting within the scope of what you have invited them on the land to do (e.g. pick peppers) you will likely be liable if they are injured as a result of your negligence or if there is a danger, hidden or otherwise, of which they are not warned. It is therefore important for you to be aware of the activities occurring on your land and to inspect the premises for any potential dangers, keep any equipment they may be using in good working order, and make them

aware of any potential threats. You may also want to consider training sessions if they are working with equipment that could be dangerous is used improperly.

Federal Laws

Occupational Safety and Health Administration (OSHA):

<http://www.osha.gov/SLTC/agriculturaloperations/index.html>

Federal Insecticide Fungicide and Rodenticide Act (FIFRA):

<http://www.epa.gov/regulations/laws/fifra.html>

Migrant and Seasonal Worker Act:

<http://www.dol.gov/compliance/guide/mspa.htm>

Fair Labor Standards Act (FLSA):

<http://www.dol.gov/whd/regs/compliance/whdfs14.htm>

State Laws:

http://www.portal.state.pa.us/portal/server.pt/community/child_labor_law/7508

<http://farmers.uslegal.com/farm-labor-laws/pennsylvania/>

More Information

<http://www.nationalaglawcenter.org/readingrooms/labor/>

Vicarious Liability

A last question that you may want to consider concerns the responsibility you might have for the actions of someone working on your farm should they cause injury to a third party in the course of that work. If a person carries the status of employee, you may be held strictly liable for their actions while they are working within the scope of their employment. Strict liability means that you will be held responsible for their actions even if there is no mistake or negligence on your part; you are liable for their actions simply because they are your employee.

Through this same strict liability doctrine you may also be held responsible for the actions of others who are not classified as employees, but who are working on your farm as interns or volunteers. In order to encourage you to be responsible in your training and supervising efforts, the law will apply the concept of vicarious liability to anyone who you

allow to do work on your farm. You may be required to get special insurance to protect yourself if something were to happen, so it is important to communicate this in detail to your insurance provider.

Vicarious Liability

Bell, John and Hoffer, Marion. *Vicarious Liability*:

<http://www.shibleyrighton.com/pdf/Vicarious%20LiabilityBigSistersFinalOct1700.pdf>

General Labor Information:

<http://www.nationalaglawcenter.org/readingrooms/labor/>

<http://www.dol.gov/opa/aboutdol/lawsprog.htm>

<http://extension.missouri.edu/explorepdf/agguides/agecon/g00700.pdf>

Hamilton, Neil. *The Legal Guide for Direct Farm Marketing*.

RESPONSIBILITIES TO MEMBERS AND CUSTOMERS

Premises Liability

First, let's discuss how to keep your operation safe. Your members will need a way to get their produce from you – the question is whether you want them on your farm, at an off-site location, or if you will deliver to their door. On-site pickup is the most convenient for the CSA, but making sure your premises are safe is a top priority for reducing liability to customers. Make sure the areas to which the customers will have access and be walking (driveways, parking lots, the farm itself) are in good condition. Also make sure your insurance covers liability for customers on your farm. Set a time of day when customers are allowed on the premises.

If you plan to use off-site pickup, note that you may be required to ensure safety at that site. This does not eliminate liability concerns on your farm to customers and members as they may still be on your premises to learn about the location and produce or for u-pick activities, if you provide such options.

Choose the method of CSA share distribution and level of farm access that is most beneficial to you and your customers, based on each side's needs, willingness to travel, safety concerns, and expectations. Once you decide, be sure to protect the location as necessary, following all the required guidelines and regulations.

Details on premise liability, risk management and insurance:

Padgham, Jody. Risk, Liability and Insurance for Direct Marketers:
<http://www.uwex.edu/ces/agmarkets/publications/documents/A3811-7.pdf>

Food Safety and Labeling

The quality and safety of your food are both legal obligations of the farmer as well as expectations of the customer. Here are some key points regarding food borne illnesses, food safety and food labeling.

Food borne illness is a serious matter and of high concern to your customers. State and federal regulations will set the requirements for food handling, preparation and storage methods. Processed foods may legally be required to be prepared at an off-site location, such as an inspected certified or commercial kitchen. Educating yourself on state and federal regulations on food labeling is important.

Insurance for food borne illness and other issues related to the products themselves are typically separate from the business and general farming policies discussed above, and for that reason, you may need to consider coverage for product liability in your insurance policy.

There are no short cuts when it comes to customer safety!

Food Safety and Labeling:

Article on Regulatory Compliance:

<http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodLabelingNutrition/FoodLabelingGuide/default.htm>

FDA Requirements: <http://www.fda.gov/Food/FoodSafety/RetailFoodProtection/FoodCode/default.htm#intro>

Food Safety Tips: <http://www.nationalaglawcenter.org/readingrooms/foodsafety/>

Pugh, Carolyn. *Liability Concerns for Farmers Involved in Direct Marketing of Farm Products*:
http://law.psu.edu/_file/aglaw/Direct_Farm_Marketing_2.pdf

Contract Fulfillment

Having a good relationship with your members is key to a successful CSA business. Each side needs to know the other's obligations and responsibilities to accurately fulfill one another's expectations. Contract law is all about establishing mutual agreements and upholding each other's end of the bargain. Take some serious thought when drafting your member agreement in order that it meets the needs of both parties. The next section of this guide will address in detail items to consider when drafting a membership agreement.

MEMBERSHIP AGREEMENT

CSA arrangements have traditionally been run through the use of casual (often oral) agreements and understandings between members and farmers. Although this fosters the sense of community for which many CSAs strive for, such arrangements may also present legal dangers, for example, if a member is not satisfied with his products and wants a full refund or if a member becomes ill from food received through the CSA. A written membership agreement can help anticipate and clarify such issues so they can be resolved as efficiently and simply as possible. Written agreements alleviate the risk of misunderstandings and/or inaccurate expectations. The chance of litigation will decrease if everyone has the same understanding about responsibilities and expectations. Therefore, it is to the farmer's benefit to utilize a written membership agreement.

There are many different clauses that can be included in a membership agreement. This section of the guide will introduce and explain the variety of clauses that might be included in a standard membership agreement. It explains the legal considerations of each clause. Appendix A, entitled CSA Membership Agreement Sections, provides examples of text for each section that can be used to construct a personalized membership agreement. Some CSAs will prefer more formal language while others will prefer more informal language, reflecting their relationship with members. Hence, this guide provides examples of both. The decision as to which sections to use (or not to use) may simply be a matter of style; nonetheless, you should seek specific legal advice in order to determine, which clauses work best for your CSA. Appendix B, entitled Sample CSA Agreements, offers examples of agreements pieced together with different clauses taken from Appendix A. These are intended as demonstrations only, as they may not contain all of the legal protections necessary for a specific CSA. The use of all three parts combined will serve as a guide to creating a customized CSA agreement.

You may use this guide to construct a draft of a CSA agreement that can then be taken to an attorney for review. You may save time and expense if you have a drafted document for your attorney to review rather than asking him/her to draft the document from scratch.

Explanations of Sections: Introduction

In the opening of your membership agreement you communicate in a forthright manner with the prospective member as to what he/she is joining, how it works, what he/she is paying for, what he/she will receive, and how long the program lasts. It is important to explain to the member the shared risks and rewards associated with a CSA as well as being clear about the specific structure of your CSA, ensuring that everyone's expectations are aligned by providing your members with all the information in the beginning is a good way to protect yourself and your CSA should problems emerge in the future.

You may also consider personalizing your introduction. Thank your members for their interest and their active commitment to community and local food. Give a little background on CSAs, their benefits and popularity. This section may act as a mission statement for the farm. There is no legal need for adding such language to your introduction, but so doing provides an opportunity to set the tone for the agreement and for the CSA in general. Many members may be intimidated or troubled by a long written agreement. You can counter those concerns by presenting the agreement simply as a clarification of the details of the CSA. Members will appreciate that you provide them as much information as possible so that they can make the best decision for themselves and their families.

Membership

It is important to specify who the CSA member is. Defining the actual member clarifies the rights and responsibilities of all parties. Only those individuals or entities that have signed the membership agreement will be bound by its terms as members. Correspondingly, the CSA will be responsible to all members under the agreement.

Payment Methods

Selecting a payment method is more of a business decision than a legal decision. However, it is still important from a legal standpoint to clearly inform your members how you expect the payment to be made and how much you expect to be compensated. Most CSAs utilize shares. There may be whole shares, half shares, individual shares, family shares or restaurant shares. The terminology varies by CSA but the concept is consistent. Deciding what to call the "shares" in your CSA is a personal decision with no legal

ramifications. What is important legally is to ensure that you are clear about the definition of a share, the cost and how the payment is to be received. Do you want all shares paid in advance, i.e. when the member signs up for the CSA at the beginning of the season? Or will you allow half to be paid at the beginning and half mid-way? Do you want to receive a check, cash or credit card? If you want a check, to whom should it be written? What if a member defaults on a payment or a payment is late?

Distribution

There are various ways to get products to the members. It is important to clearly define how members will receive their goods. A member must understand their responsibilities such that blame is not wrongly placed on the CSA. There are at least three types of distribution: pick-up at a remote location, pick-up at the farm, and home delivery.

The option most CSAs utilize is pick-up at an off-farm location. Many farms are located out of the way or are difficult for members to reach. Many CSAs will offer members a chance to meet at an area church, school, or public parking lot to pick up their goods at a designated day and time. It is also important also to specify how you will contact members in the event that you have to make a last minute change concerning distribution. Regardless of your distribution method, you should speak with your insurance provider regarding your policy's coverage.

Note: You might want to keep specific information such as exact days and times out of the agreement providing it elsewhere (in a web page or information sheet for example). The agreement is binding on the member and on you and, as such, it is important for it to be as accurate as possible. When choosing a pick-up day and time, you may want more flexibility about where and when the meeting will occur and who will meet the members, and thus it may be best to not include these details in the actual agreement. If that is the case, indicate in your agreement where up-to-date information can be found for each distribution.

Missed Pick-ups/Drop-offs

Occasionally, a member may not be able to pick up his goods or delivery of the shares to the drop-off location may be impossible for some reason, such as weather or car troubles. What happens then? There are several options. If you are responsible for the missed

exchange you could, for example (1) Promise to drop off the goods at the drop-off location at another day and time or (2) Promise to drop off the goods at the person's home. If the member is at fault for missing the exchange you might: (1) Require that the member come out to the farm to receive his products; (2) Arrange for his goods to be given to another CSA member who may live near him. (Note: It is wise to have this arrangement in writing before doing so); (3) Arrange for his shares to be brought to another remote drop-off, if available; or (4) Agree ahead of time that those goods are forfeited. It is possible to state in the agreement that compensatory shares for a forfeited pick-up will be issued at the next distribution date. If the goods are forfeited, you should detail what will happen to them. For example, state that they will be donated to a food kitchen, used as compost, or distributed to other members. You may want to have the member indicate an alternate person who can be available to pick up the products for the member in the event the member is unable to do so himself. Another option is to issue a membership card to the member that will allow anyone in possession of a valid card to pick up the share/s. This may be a suitable option for larger CSAs.

This clause can become important legally if the member has a different expectation from the reality. She/he may feel cheated or slighted if they do not understand the procedure of your CSA. That is why it is best to clearly establish what will occur in the event that the member does not receive the agreed upon shares.

Assumed Risk of Farming

It is the nature of farming that occasionally some crops will not be available due to seasonal limitations or other issues. Some non-farmer members may not be familiar with which products are available in which seasons. It is best to communicate such information and to include an explanation to counter any complaints or confusion that might arise around the issue. Many CSAs choose to include a chart listing which products are available in which seasons. This section of the agreement is also a good place to explain the inherent risks of farming that are assumed when joining a CSA. It is important to be clear at the beginning about the fact that membership in a CSA includes sharing the risks, as well as the bounty, of farming. This section of the agreement can be worded in a way that is informative without unduly inhibiting members.

Item Availability

The member should be aware that there is a chance that on occasion some products will not be available either at all or in the quantity they expected. It is important to explain what will happen in these circumstances. It is also a good opportunity to commit to offer all products to the best of your ability. Consider including options in your agreement regarding the situation in the off chance a product is not available. Will it be replaced with something else? Will the CSA attempt to purchase the product from another farm? It is best to make it clear to the members that they are committing to accept the bounties of the harvest and are not entitled to specific products in specific quantities. You may list the products that you intend to offer but must always explain that you are not promising or guaranteeing those products.

Work Shares

Many CSAs offer work shares. Work shares allow members to earn a partial or total share through labor on the farm. This is often an option for those members who are unable to afford a full share or an immediate full payment. Work shares are a great opportunity to allow access to the CSA to those who may have otherwise been unable to participate. They are also an effective way to more fully involve members with the CSA by inviting them to get their hands dirty on the farm.

If work shares are available, it is very important to include a waiver of liability for those who will be entering the farm to work. You do not want to be held legally responsible if people are injured while working on your farm. If you find that work shares are a viable option, consider putting in writing all that is expected of the person earning the work share, for example, hours per week, duties, etc.

Farming Practices

Consider stating what sets your CSA or farm apart from others. Include why your produce is superior to that in the supermarket. For instance, many CSAs offer only organic produce. That is a promise that you should be proud of and emphasize in the agreement! There are other quality attributes that might apply to your food and you should include those in the agreement so that the members are clear on exactly the type of products they are receiving. Where appropriate, note any certifications that your farm may have, such

as USDA Organic, Food Alliance, Certified Naturally Grown or Animal Welfare Approved. You may also want to list specific farming practices or techniques that are used at the farm. Include any community support or affiliations with agricultural organizations.

End of Agreement or Membership

It is important to specify the term (the amount of time, for example, one year) for which the agreement is valid. It allows you to exercise tighter control over who is a member in the CSA. You only want to be bound by those terms for a limited amount of time. You will want to be able to have members sign a new agreement if they decide to stay with the CSA for longer than the term you have chosen. A new agreement will allow you to make any necessary changes for the next term.

Specifying the term of membership can be helpful in several different scenarios. If there is a member you do not want to welcome back into the CSA or if you want to downsize your operation it will be easier to do so if you have limited the term of the agreement. It may also be useful in an instance where there is a waiting list for your CSA. You may want to terminate the membership of a current member and replace them with someone on the waiting list. Limiting membership to one season and not guaranteeing a spot for next season will allow you to do this.

Membership in CSAs may prematurely end for a number of reasons. Members could relocate, divorce, or decide to end their membership with the CSA for some other reason. In certain situations, they may want to transfer their membership in the CSA to someone else. It will be up to the CSA whether to allow the transfer of membership to a new party or to require separate fees and new registration. It is also a good idea to include what actions or inactions will trigger a termination of the agreement, such as failure to pay on time or violation of another term of the agreement.

Settling Disputes

Agreements between CSAs and members can be used to clarify any misunderstandings or disagreements that may arise during the season. However, in some instances where an issue cannot be resolved by the CSA and the member, a system or procedure for settling disputes can be useful. This system can be formal, such as arbitration or filing a claim in

court, but these types of dispute resolutions can be expensive and unnecessary. An alternative option would be designating a third party to evaluate and determine all disputes. This third party could be another CSA member or an outside, uninvested member of the community or a local attorney. Whichever form of dispute resolution you elect to use, be sure to include it in your agreement so that members are aware of how disputes will be settled.

Refunds

If members choose to voluntarily leave the CSA or are asked to leave the CSA they may request a refund of the money they paid. If it is made clear at the beginning of the CSA agreement that no refunds will be given and the member signs the agreement then she will be less inclined to claim she is owed a refund and may not pursue legal action to obtain the refund. You may wish to offer refunds only for those shares that will be lost once the member leaves the CSA or, depending on the reasons for the termination, you may want to reimburse the member her payment for the entire season. Whichever option you choose, be sure to include the refund procedure in your agreement.

APPENDIX A: CSA Membership Agreement Clauses

This appendix offers several samples clauses of CSA Membership Agreements. These samples are grouped together under pertinent section headings. Each section contains different samples that reflect the structure and needs of individual CSAs. The bold, bracketed words used in each sample can be replaced with more detailed language regarding the operation of a specific CSA. The samples provided below will not protect the CSA in every disagreement or possible legal action, but can be used to create a functional and understandable CSA Membership Agreement.

Introduction

- 1.) I _____ commit to membership in the **[name of CSA]** CSA for the **[harvest/season/year]**. As a member, I commit myself to supporting the **[name of farm]** with **[weekly/biweekly/monthly/yearly]** payments. Additionally, I commit myself to **[weekly/biweekly/monthly pick-ups or drop-offs]**, at the **[location of exchange]**. I understand that as a member of the **[name of farm CSA]** I am making a financial commitment to support the **[name of farm]** and to share the rewards and risks associated with the **[name of farm]** harvest.
- 2.) **[Name of CSA]** is located at the **[name of farm/town]**. The farm has been in **[family/location]** since **[year of first harvest]**. In addition to growing a wide variety of **[items/crops]**, we also provide **[other services/items/crops]** that are available in addition to our CSA items.
- 3.) **[Name of CSA]** is committed to offering the most diverse options of **[organic/homegrown/pesticide free/etc]** vegetables and other items. We pride ourselves on providing our members with only the best.

Membership

- 1.) As a member of the **[name of CSA]** CSA I understand that I will receive a **[weekly/biweekly/monthly]** share for **[number of weeks/harvest/season]** consisting of approximately **[the poundage/ number of items included/number of items]** available each **[week/every two weeks/etc.]**. I understand that these shares will

vary in size and weight depending on the time of season. During the months of **[summer/winter]** there will be smaller offerings or possibly none at all. I understand the variety of vegetables I receive is dependent on growing conditions that will vary from season to season. I understand that the risks and benefits associated with **[name of CSA]** are shared and that damaged or failed crops can occur from weather and other environmental factors. Should crop failure occur I understand that there will be **[no refunds/proportional refunds/reasonable refunds/full refunds]** and the share size could be greatly impacted.

- 2.) Membership in **[name of CSA here]** will receive products offered in the CSA based upon the number of shares each member purchase. Products offered include: **[list of available products/crops/items]**. Members are required to read the monthly newsletter, pay on time and pick up products at scheduled and designated points.
- 3.) Members are defined by the share package that is purchased. Individuals are considered the member when they buy one individual share. Both individuals in a couple are considered members when a two-person or couple share is purchased. The individuals of an entire family can become members if a family share is purchased. However, all members over the age of 18 must sign this agreement.
- 4.) All members of **[name of CSA]** are asked to check their email at least **[number of hours]** prior to pick-up to ensure that no changes have occurred.
- 5.) **[Name of CSA]** agrees to plant, grow, harvest and deliver the fresh produce paid for by the consumer. The approximate division of weekly production will be as follows: **[poundage/# of items/box share/etc.]**.
- 6.) **[Name of CSA]** plans to grow enough crops to provide for each share subscribed by the consumer, a weekly supply of produce that would retail for an average of **[average retail value here]**. The crops planted and the harvest schedule will be **[crops planned to be planted and seasons]**.

Payment Methods

- 1.) Payment for share must be received by **[date]** in the form of a **[accepted payment methods]** mailed to **[CSA address]** OR given to **[name of CSA employee]**.
- 2.) Shares may be paid for on a monthly basis. Payment is due at the **[date payments are due]**. It should be **[given to person/deposited at/mailed to address/etc.]**
- 3.) If you are unable to pay for your shares in advance please see **[director of CSA payments]**.
- 4.) The total amount may be paid in full when a signed copy of this agreement is sent to the **[name of CSA]** or may be paid in **[# of payments]** installments.

Distribution

- 1.) I understand that by signing this agreement I am committing myself to picking up my allotted share at **[drop off site]** on a **[weekly/biweekly/etc.]** basis.
- 2.) By signing this agreement, it is now my responsibility to pick up my **[weekly/biweekly/etc.]** share at the **[location/farm site/address]**.
- 3.) Member agrees to pick-up goods at **[address]** between the hours of **[time of distribution]**, on **[day of distribution]**.
- 4.) Deliveries of my **[name of CSA]** share will be made to my home on **[day of the week]** between the hours of **[times]**. I understand that if **[name of CSA]** is unable to reach me with the delivery, I will have the opportunity to acquire my share at **[farm location/distribution site/neighbor/community hall/alternate location]**.

Missed Pick-ups/Drop-offs

- 1.) I understand if I do not pickup my share it will be **[forfeited/donated/saved]**. **[If not saved]**, I understand my share will not be saved for a later date.

- 2.) I understand that if I do not claim my share that it will be forfeited and I will not be compensated for the loss.
- 3.) If the consumer does not pick up produce on the day and does not contact **[name of person associated with CSA]** to arrange for pickup at another time, **[name of CSA]** will classify the produce as surplus and donate it to the **[food bank/shelter/etc.]**.
- 4.) In the event that I am unable to **[pick-up/accept the drop-off]**, I allow **[name of family member/friend/coworker/neighbor/etc.]** to obtain the share on my behalf.

Assumed Risk of Farming

- 1.) I understand that farming is a seasonal and unpredictable undertaking. Natural disasters such as drought, windstorms, and “acts of God” may impact what products are available, how much of a particular product is available and the quality of the product. I understand that these conditions could occur and affect the product that I receive or even result in an entire crop being destroyed.
- 2.) I understand that farming is a seasonal and unpredictable undertaking, and that exact selections and quantities included in the distribution may change as the season progresses. In joining the **[name of CSA]**, I agree to share in the fluctuations and variations inherent in farming, and understand that my items will be grown and harvested with sound, sustainable farming practices.
- 3.) **[Name of CSA]** and members will share the risks of planting, growing and harvesting enough fresh produce to provide an adequate amount and variety of vegetables during the production period for each share subscribed by the consumer. It is possible that some crops will do better than expected while others may wholly or partially fail.

Item Availability

- 1.) **[Name of CSA]** pledges to act in good faith to provide anticipated quantities of fresh [items/crops available here] during the **[season/year]**, although we cannot guarantee such production.
- 2.) In the event that a certain product is unavailable, **[name of CSA]** will first attempt to purchase the product from another farm. If it is unavailable, we will replace it with more of another product available that week.
- 3.) If a certain product is not available in a given week, members will receive the product when and if it becomes available in future weeks.
- 4.) In the event that a particular crop or item is made unavailable, **[name of CSA]** will substitute a missing item with an available item supplied from **[other farm/co-op/or from CSA]**.

Work Shares

- 1.) I understand that by contributing **[number of hours worked here]** to the **[name of CSA here]** that I will be given a **[percentage/dollar amount]** discount on my share. I am aware that the work I will be asked to do will involve **[type of work here]** and could result in injury. I understand that I am not an employee of the farm and will not receive pay or the benefit of worker compensation. I assume full responsibility for anything that may happen to me and any financial losses that I may incur while at the **[CSA site/farm/pick up/drop off, etc.]**. I agree to hold **[name of CSA]** harmless.

Farming Practices

- 1.) All food grown at **[name of CSA]** is certified organic and complies with standards set by the federal government.
- 2.) We do not use any synthetic materials or ingredients when producing our food.

- 3.) We do not give any synthetic hormones or sub-therapeutic doses of antibiotics to our **[livestock/poultry/dairy cows/etc]**.
- 4.) Although not certified organic, **[name of CSA]** will use organic farming practices. No herbicides, synthetic pesticides, or commercial fertilizers will be used. **(This is not legal to claim unless the farm is doing less than 5,000 a year in sales)**

End of Agreement/Termination

- 1.) I understand that this agreement with **[name of CSA]** will end in the **[month/season of year/number of weeks]**. I understand that my involvement in the **[name of CSA]** can be terminated by **[name of farm/farmer/CSA]** at any time if I **[terms of termination]**.
- 2.) I understand that this agreement and my membership in **[name of CSA]** are valid until **[date]**.
- 3.) I understand that if my membership is terminated before the end date of this agreement that I will not receive a full refund **[OR]** I will receive only a portion of my initial payment.
- 4.) I understand that by not paying the required **[weekly/biweekly/monthly/yearly payments]** my membership in the **[name of CSA]** will be terminated prior to the termination date of this agreement. I understand that if I miss more than **[number of permitted missed pickups]** my membership in the **[name of CSA]** will be terminated.
- 5.) If the membership in the CSA must end due to circumstances outside of the member's control, **[full refund/partial refund/proportional refund or no refund]** will be returned to the member.
- 6.) Members who elect to leave the CSA **[are/are not]** permitted to transfer their membership to an outside party. All new members must be register with the **[name of CSA]** and sign the membership agreement form.

Settling Disputes

- 1.) In the event of a dispute regarding any aspect of **[name of CSA]** operation and a registered member, the CSA will do all that it can to work with the member and resolve the problem.
- 2.) If a dispute may arise between **[name of CSA]** and a member, which cannot be worked out between the two, then an uninvested third party, selected by [name of CSA], will be used to settle the dispute.
- 3.) All disputes between [name of CSA] and a member, which cannot be resolved by the language in the agreement or through negotiations of the two sides, will be settled by a **[arbitrator/small claims court/third-party moderator]**.

Refunds

- 1.) I understand that if I choose to quit or if I am asked to leave the CSA I will be offered a partial refund, which will be determined by **[name of CSA]**. This refund will not be a whole refund and the deduction from the full amount will be proportional to the value I have received during my time with the CSA.
- 2.) No proportional refund of the missed share will be refunded to me. By paying in advance I am acquiring a share of the farm and thus assuming the risks associated with growing crops. I understand that no refund will be returned to me if flooding, insects, drought, poor weather, natural disaster, "act of God," or any other act outside of **[name of CSA]**'s control damages or destroys the crops.

APPENDIX B: Sample CSA Agreements

This appendix is intended to demonstrate what a completed CSA membership agreement might look like. These samples are not meant to serve as actual agreements. They may not offer all the legal protections that are required for a specific CSA. CSAs are diverse in their operations so it is nearly impossible to offer a sample that can represent a contract for all CSAs.

Sample Agreement 1 – Formal Agreement

[Name of CSA] is committed to offering the most diverse options of [organic/homegrown/pesticide free/etc] vegetables and other items. We pride ourselves on providing our members with only the best.

All food grown at [name of CSA] is certified organic and complies with standards set by the federal government.

Membership in [name of CSA here] is open to all. Families and individuals of all ages are welcome to join for [time period here]. Members will receive products offered in the CSA based upon the number of shares each member purchases. Products offered include: [list of available products/crops/items].

Shares may be paid for on a monthly basis. Payment is due at the [date payments are due]. It should be [given to person/deposited at/mailed to address/etc.]

I understand that farming is a seasonal and unpredictable undertaking. Natural disasters such as drought, windstorms, and acts of God may impact what products are available, how much of a particular product is available and the quality of the product. I understand that these conditions could occur and affect the product that I receive or even result in an entire crop being destroyed. In the event that a certain product is unavailable, [name of CSA] will first attempt to purchase the product from another farm. If it is unavailable, we will replace it with more of another product available that week.

I understand that by signing this agreement I am committing myself to picking up my allotted share at **[drop off site]** on a **[weekly/biweekly/etc.]** basis.

I understand if I do not pick up my share it will be **[forfeited/donated/saved]**. **[If not saved]** I understand my share will not be saved for a later date.

I understand that this agreement with **[name of CSA]** will end in the **[month/season of year/number of weeks]**. I understand that my involvement in the **[name of CSA]** can be terminated by **[name of farm/farmer/CSA]** at any time if I **[terms of termination]**.

I understand that if I choose to quit or if I am asked to leave the CSA I will be offered a partial refund, which will be determined by **[name of CSA]**. This refund will not be a whole refund and the deduction from the full amount will be proportional to the value I have received during my time with the CSA.

Sample Agreement 2 – Most Basic Agreement

I _____ commit to membership in the **[name of CSA]** CSA for the **[harvest/season/year]**. As a member, I will support the **[name of farm]** with **[weekly/biweekly/monthly/yearly]** payments. Additionally, I will be present at the **[weekly/biweekly/monthly pick-ups or drop-offs]**, at the **[location of exchange]**. I understand farming is a seasonal and unpredictable undertaking and that by my support of the **[name of CSA]** I am assuming the risks associated with farming.

Sample Agreement 3 – Welcoming Agreement

[Name of CSA] prides itself on the sense of community among members. We welcome our members onto the farm to become part of our family. Our produce is one-of-a-kind, which we are proud to say has brought our members back year after year.

We do not use any synthetic materials or ingredients when producing our food.

Members are defined by the share package that is purchased. Individuals are considered a member when they buy one individual share. Both individuals in a couple are considered members when a two-person or couple share is purchased. The individuals of an entire family can become members if a family share is purchased. However, all members over the age of 18 must sign this agreement.

Member agrees to pick-up goods at **[address]** between the hours of **[time of distribution]**, **[day of distribution]**.

I understand if I do not pickup my share it will be **[forfeited/donated/saved]**. **[If not saved]** I understand my share will not be saved for a later date.

Payment for share must be received by **[date]** in the form of a **[accepted payment methods]** mailed to **[CSA address]** OR given to **[name of CSA employee]**.

I understand that by contributing **[number of hours worked here]** to the **[name of CSA here]** that I will be given a **[percentage/dollar amount]** discount on my share. I am aware that the work I will be asked to do will involve **[type of work here]** and could result in injury. I assume full responsibility for anything that may happen to me while at the **[CSA site/farm/pick up/drop off, etc.]**.

I understand that farming is a seasonal and unpredictable undertaking, and that exact selections and quantities included in the distribution may change as the season progresses. In joining the **[name of CSA]**, I agree to share in the fluctuations and variations inherent in farming, and understand that my items will be grown and harvested with sound, sustainable farming practices.

If a certain product is not available in a given week, members will receive the product when and if it becomes available in future weeks.

Sample Agreement 4 - Most Clear Agreement

[Name of CSA] is committed to offering the most diverse options of **[organic/homegrown/pesticide free/etc.]** vegetables and other items. We pride ourselves on providing our members with only the best.

All food grown at **[name of CSA]** is certified organic and complies with standards set by the federal government.

Payment for share must be received by **[date]** in the form of a **[accepted payment methods]** mailed to **[CSA address]**. OR given to **[name of CSA employee]**.

If you are unable to pay for your shares up front please see **[director of CSA payments]**.

As a member of the **[name of CSA]** CSA I understand that I will receive a **[weekly/biweekly/monthly]** share for **[number of weeks/harvest/season]** consisting of approximately **[the poundage/ number of items included/number of items]** available each **[week/every two weeks/etc.]**. I understand that these shares will vary in size and weight depending on the time of season. During the months of **[summer/winter]** there will be smaller offerings or possibly none at all. I understand the variety of vegetables I receive is dependent on growing conditions that will vary from season to season. I understand that the risks and benefits associated with **[name of CSA]** are shared and that damaged or failed crops can occur from weather and other environmental factors. Should crop failure occur I understand that there will be **[no refunds/proportional refunds/reasonable refunds/full refunds]** and the share size could be greatly impacted.

In the event that a certain product is unavailable, **[name of CSA]** will first attempt to purchase the product from another farm. If it is unavailable, we will replace it with more of another product available that week.

I understand that by signing this agreement I am committing myself to being present at the **[location/site/address]** to obtain my allotted share on a **[weekly/biweekly/etc.]** basis.

I understand if I do not pick up my share it will be **[forfeited/donated/saved]**. **[If not saved]** I understand my share will not be saved for a later date. All forfeited shares will be donated to the **[food bank/shelter/salvation army/etc.]**.

I understand that if I choose to quit or if I am asked to leave the CSA I will be offered a partial refund, which will be determined by **[name of CSA]**. This refund will not be a whole refund and the deduction from the full amount will be proportional to the value I have received during my time with the CSA.

Sample Agreement 5 – Informal Agreement

I _____, subscribe for _____ shares of the fresh produce planted, grown, and harvested in **[name of CSA]** during the **[time period in # of weeks/season]** that begins **[date]** and ends **[date]**. As a member, I agree to pay the producer **[price]** for each share subscribed. The total amount may be paid in full when a signed copy of this agreement is sent to the **[name of CSA]** or may be paid in **[# of payments]** installments.

[Name of CSA] agrees to plant, grow, harvest and deliver the fresh produce paid for by the consumer. The approximate division of weekly production will be as follows:
[poundage/# of items/box share/etc.].

Although not certified organic, **[name of CSA]** will use organic farming practices. No herbicides, synthetic pesticides, or commercial fertilizers will be used. **[name of CSA]** plans to grow enough crops to provide for each share subscribed by the consumer, a weekly supply of produce that would retail for an average of **[average retail value here]**. The crops planted and the harvest schedule will roughly follow the attached chart.

The consumer will pick up the produce at **[designated pickup location]** on **[day of the week]** from **[time range of pick-ups]**. If the consumer does not pick up produce on the day and does not contact **[name of person associated with CSA]** to arrange for pickup at another time, **[name of CSA]** will classify the produce as surplus and donate it to the **[food bank/shelter/Co-op/etc.]**.

As partners, **[name of CSA]** and members will share the risks of planting, growing and harvesting enough fresh produce to provide an adequate amount and variety of vegetables

during the production period for each share subscribed by the consumer. It is possible that some crops will wholly or partially fail. Hopefully, other crops will do better than expected, making up for the failures.

***DISCLAIMER**

THIS DOCUMENT IS INTENDED FOR EDUCATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE USED AS AN ALTERNATIVE TO SEEKING LEGAL ADVICE WITH A LICENSED ATTORNEY.