

# 2022 Urban Farm CSA Agreement

# Please read this Agreement carefully before signing up for our CSA Program.

This Community Supported Agriculture ("CSA") Agreement ("Agreement") governs the terms and conditions of the relationship between Grow It Green Morristown ("the Farmer") and the CSA Member ("Member".)

## I. Terms of the Agreement

The terms of the Agreement between Member and Farmer are contained within this agreement. The Member receives a full share or half share of produce for 5 months. Shares will be distributed on Thursdays from 3:00 p.m. to 6:00 p.m. and Saturdays from 9:30 a.m. to 1 p.m., June through October. We operate even in inclement weather unless weather is deemed by Farmer to be unsafe for pickups. For holidays, either Thurs. or Sat. pickup will be available-not both days. This will be communicated via email prior to the holiday.

# II. Philosophy of this CSA

Community Supported Agriculture is a relationship beyond a simple exchange of non-certified organic produce for cash. It is based on mutual respect between CSA members and the farm community. It is very important that Members be mindful of the following:

- A) The Farmer relies on income from the CSA to operate the farm.
- B) The Farmer plants and tends to the crops for months before the first member pickup.

#### **III. Farmer Responsibilities**

In accordance with the above described philosophy, the Farmer works dutifully and in good faith to bring the Member the freshest produce possible. Planning for the season begins in January and then is carefully executed throughout the year to supply the members and community with produce.

#### IV. Member Responsibilities

To receive the freshest produce possible from the Farmer and with recognition that your share will be available to you as agreed upon, it is important that the Member pick up their share on appointed day(s) and time(s). Members can send a friend or neighbor to pick up a share if they are not around.

## V. Abandoned Shares

It is our policy that any abandoned shares will be donated the following week to Grow It Green Morristown's community partners.

#### VI. Risk

As stated above in Paragraph II, one aspect of a CSA is that Members support their Farmer. To do so, the Members share in the inherent risks of agriculture (poor weather, drought, disease, early frost, flooding, crop failure, etc.) and rewards (the bounty from a good season). The Farmer purposefully plans for such contingencies and uses growing techniques that protect the harvest, minimize risk to Members, and optimize the rewards: growing a wide variety of crops, cover cropping, crop rotation, and irrigation.

In the extremely unlikely event that severe weather, disease/insect damage, or other natural or health disaster results in a level of crop destruction that prevents the farm from continuing its weekly distributions, the Farmer will notify Members immediately via e-mail and will communicate frequently with the Member to ensure that the Member is apprised of any potential disruption to their service. Members assume the risk should the Farmer be unable to provide a portion of the Member's shares due to any inherent risk of farming.

HAZARDS ON THE FARM: I understand that although Grow It Green Morristown strives to make the site safe for visitors, there may be hazards. Possible hazards, though this is not an exhaustive list, include uneven ground, sharp objects, farm equipment, etc. I agree not to hold the farmland owners, the Farmers, or Grow It Green Morristown liable for any injury that might occur due to hazards at the farm. Waiver, Indemnification and Hold Harmless: In consideration of Participant and Additional Participants to participate in the activities at or with GIGM, I (Participant), for myself, my heirs, executors and administrators and for each Additional Participant and its heirs, executors and administrators, (i) hereby release, waive, forever discharge and covenant not to sue GIGM and all its officers, directors, employees, representatives, volunteers and personnel from all liabilities, actions, claims, demands, costs and expenses, which may now or in the future have against them or any of them arising out of any participation by Participant and any Additional Participants in the activities at or with GIGM, including, but not limited to, all injuries, property damage and wrongful death that may be suffered by Participant and any Additional Participants; and (ii) agree to indemnify and hold GIGM harmless against all actions, claims, demands, judgments, debts, costs of litigation and attorney fees of every kind, which may in any way arise out of or result from participation in any GIGM activities.

## VII. Communication

Please reach Farmer by email at <a href="mailto:farmershaun@growitgreenmorristown.org">farmer by email at <a href="mailto:farmershaun@growitgreenmorristown.org">farmer by email at <a href="mailto:farmershaun@growitgreenmorristown.org">farmershaun@growitgreenmorristown.org</a>, or by phone 973-936-9180. Farmer will communicate via email leading up to beginning of season regarding any changes due to COVID-19.

Please retain a copy of this Agreement for future reference.

Grow It Green Morristown is a 501(c) (3) nonprofit organization. The Urban Farm operates on land leased from the Morris School District. For more information on Grow It Green Morristown, visit <a href="https://www.growitgreenmorristown.org">www.growitgreenmorristown.org</a> and follow us on Facebook and Instagram @gigmotown. The Urban Farm address is 31 Hazel Street, Morristown, NJ 07960.