

Cream of the Crop Community Supported Agriculture Member Share Agreement

Season. This Community Supported Agriculture Share Agreement shall be for the 2013 growing season. Weather permitting, the deliveries of farm products will begin on or about June 11 and will continue for the following 24 weeks.

Our Ethics. We support small, family-owned farms that are committed to growing food in a way that is minimally harmful to our agricultural and environmental resources. We also believe that farmers should be paid a living wage for their crops. All Cream of the Crop products are purchased from our group of carefully chosen farms located throughout New York and Pennsylvania who share our values and our ethics. All of our fruits and vegetables come from Hepworth Farms, a seventh-generation family owned farm in Milton, NY on the banks of the Hudson River. The farm is lovingly run and operated by Amy Hepworth, Gail Hepworth and Gerry Greco. Hepworth's vegetables and berries are Certified Organic and they practice Integrative Pest Management when farming their fruit. The remainder of our products, such as our Optional Shares and web-store items, are sourced at the sole discretion of Cream of the Crop, and are purchased only from growers that share our standards and our core beliefs.

Share Price. Member agrees to receive either a weekly "Large Vegetable Share", with a typical variety of 9 - 14 different farm products each week for a Share Price of \$600.00 per season, or "Small Vegetable Share", with a typical variety of 7-10 different farm products each week for a total Share Price of \$375.00 per season.

For Members who elect to pay in installments, Cream of the Crop reserves the right to deny delivery to any Member who is has not paid their entire balance in full by the first distribution date and/or not more than 30 days in arrears in payment on any installment. In addition any payment(s) received AFTER the installment due date are subject to a \$30.00 late fee.

Risk of Crop Failure. Cream of the Crop will use the funds from the sale of Membership Shares to purchase farm products from our group of farmers and food producers. We commit these funds to our farmers before the start of the growing season so that we may share the economic risks of farming with our community of growers. Our Members participate in this Share Agreement subject to the success of our farmers. Our farmers plan for contingencies and use growing techniques that protect the harvest, minimize risk, and grow a wide variety of crops that thrive in different types of conditions in order to limit to the furthest extent the risk posed to our Members. However, the Member understands that poor weather, pests, or other types of crop loss may limit the number and variety of farm products delivered weekly to the Member, or in extreme cases, eliminate delivery completely. The Member further understands that in the unlikely event of crop losses, no refunds will be given to the Member for the Share Price paid at the beginning of the growing season. Need to address delivery issues as well as crop issues.

Product Description. The variety of weekly offerings will be determined at the sole discretion of Cream of the Crop based on seasonality, availability, abundance, and cost. All weekly offerings will be sourced from our community of growers.

Delivery Schedule. Our farm products will be delivered each week for 24 weeks. All of our products will be distributed on Tuesdays between the hours of 4:30 PM and 7:00 PM at the Church of Saint Paul and Saint Andrew, located at 263 West 86th Street (at West End Avenue).

Product Pick-Up. Member is obligated to pick up the Member's share each week between the hours of 4:30 PM and 7:00 PM. Membership shares that are not picked up within this time will be donated to the West Side Campaign Against Hunger, and the Member will not be compensated in any way for this donation.

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Duty to Stay In-Touch with Cream of the Crop. Member agrees to promptly read all email communications from Cream of the Crop. The Member understands that important information regarding the Member's Share will be sent by email, including the distribution start date, notifications of possible changes to or suspension of service, and the Cream of the Crop newsletter. The Member has the duty to

maintain accurate contact information with Cream of the Crop so that Member may continuously receive this important information.

Optional Shares. For all members who purchase optional shares of product to supplement Member's large or small vegetable shares, such as milk, eggs, chicken, or meat, Member understands that Cream of the Crop reserves the right to substitute any goods in Optional Shares based on product availability. For example, if a Member opts to purchase a grass-fed beef share, but Cream of the Crop cannot source grass-fed product due to crop loss, Cream of the Crop may at its discretion substitute grain-fed beef from another producer that meets its standards for quality, locality, and agricultural ethics. Cream of the crop shall promptly notify the Member in the event that a qualitative substitution must be made, and Cream of the Crop Agrees to refund to the Member the pro-rata balance of the optional share on the date the Member refuses the substitution.

We encourage subscribers to give us feedback about our produce by emailing us at Bernie@creamofthecropcsa.org. Please include your full name, phone number, and your email address so that we may address your issue as soon as possible.