

**Cream of the Crop
Community Supported Agriculture
Member Share Agreement**

Season. This Community Supported Agriculture Share Agreement shall be for the 2020 growing season. Weather permitting, the deliveries of farm products will begin on or about June 9 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 \$649.75 per season, or "Small Vegetable Share", with a typical variety of 7-10 different farm products each week for a total Share Price of \$460.00 per season.

For Members who elect to pay in installments, Cream of the Crop reserves the right to deny delivery to any Member who has not paid their entire balance in full by the first distribution date unless otherwise stated in a payment plan. Members who elect to pay in installments are required to keep track of when their payments are due so they can remit payment by the due date. Late payments will incur a \$30.00 late fee charge added to their account for each late payment made.

Volunteering. We believe it is important to encourage community involvement in the food system. Because of this, and the fact that we simply couldn't operate without your involvement, each share (whether it's a small or large share) MUST volunteer for 3 'shifts' (shifts are 1 ¾ - 2 hours) at the site over the course of the season. As many of you know, having members who assist with distribution really makes our site run smoothly and efficiently creating a wonderful CSA experience for everyone!

Members who are pregnant or have given birth/have a newborn and are unable to send a babysitter, spouse or share partner, can request an exemption by contacting volunteers@creamofthecropcsa.org. Please know that *any member* can request to volunteer off-site/from home! Opportunities for off-site help are e-mailed to all members periodically throughout the season but it's best to notify bernie@creamofthecropcsa.org as soon as possible as positions are filled on a first come first served basis.

If members do not complete their 3 shift requirement, can be billed an additional \$75.00. Cream of the Crop reserves the right to deny delivery for any member who has not fulfilled their volunteer requirement.

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 for Large or Small Vegetable Shares or any of the Optional Shares.

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 (unless otherwise specified) for 24 weeks. All of our products will be distributed on Tuesdays between the hours of 4:00 PM and 7:30 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 4:00 PM and 7:30 PM unless other arrangements have been approved by Cream of the Crop in writing. 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.

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.

Add-on 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, etc., 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 somehow cannot procure grass-fed product due to crop loss or market conditions, 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.