

Puckette Farms Community Supported Agriculture Agreement

Member Agreement for Summer 2022 CSA Program

Name of Farm: Puckette Farms

505 Old Stagecoach Road

Glady's, Virginia 24554

Email: aspwgp@gmail.com

In consideration of the terms described in this Agreement, Member **agrees to pay the membership fee and in exchange**, the Farm promises to provide Member with fresh, local, seasonal food for the growing season indicated above, as available.

This Agreement is entered into on _____, 20____, between **Aaron Puckette** and _____ **(insert Member(s) name(s))** who resides at

(Member(s) address), phone number is _____, and email is _____

Growing Practices of the Farm

The Farm is Good Agriculture Practices (GAP) Certified with 100 acres of certified organic land. GAP certification is a USDA audit program through which producers can demonstrate their compliance with food safety requirements to purchasers and retailers.

Products and Deliveries Members Should Expect

The Farm's CSA runs for 12 weeks from June through September.

Members will receive on average yellow squash, zucchini, tomatoes, acorn squash, cantaloupe, watermelon, potatoes, sweet yellow corn, onions, green beans, kale, cabbage, cucumbers, collards, bell peppers, and pumpkins for each distribution during the CSA season.

This will typically mean one ½ bushel box each pick up during peak season, which is usually 20 items per box.

Above is a table of products the Farm expects to deliver to a Member during the season. This is based on our **best estimate**, but of course, weather, pests, and other events will affect actual production and we cannot guarantee the quality or quantity of any particular item.

Members will be expected to pick up their share once a week from a pick-up site in the following areas. Some locations are to be determined. Pick-up sites will be confirmed in April.

Please select one pick-up location

Pick-Up Location #1
Campbell County Extension Office
163 Kabler Lane
Rustburg, Virginia 24588
Weekday 4 PM- 6 PM

Pick-Up Location #2
Puckette Farms
501 Old Stagecoach Road
Glady's, Virginia 24554
Weekday 4 PM- 6 PM

Pick-Up Location #3
Timberlake Tavern
439 Timberlake Dr
Lynchburg, VA 24502
Weekday 4-6 pm

Pick-Up Location #4
Timbrook Library
18891 Leesville Rd
Lynchburg, VA 24501
Weekday 4-6 pm

Member is responsible for observing the Farm's following **pick-up rules**:

1. Pick up members' shares within the allotted time frame. Farm products can deteriorate if not picked up on time and stored properly.
2. Follow rules for pick-up sites, such as parking limitations, as provided by the Farm. If Member cannot pick up Member's share, Member must arrange for a substitute to pick up share. Members will need to explain the pick-up site location and procedures to the Member's substitute.

Any shares **not retrieved** in a timely fashion will be sold to other markets or donated

Risk of Crop Failure

By joining Puckette Farm's CSA, both Farm and Member are agreeing to share in the risk of crop failure, due to factors such as inclement weather and pests. If a crop failure does happen, Farm's normal policy is to give Members other crops ready to harvest and/ or buy crops from other local farms.

In the event of a substantial crop failure, a **refund of the share fee is available**. However, Farm reserves the right to deviate from these policies.

Crop Surpluses

The farm also sells produce to Southside Virginia Fruit and Vegetable Producers Association. The farm does not segregate CSA production, but CSA production does receive priority. In the event of a crop surplus, other markets will be served after Farm has satisfied Member's shares.

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. The Farm appreciates the Member's commitment to the Farm.

Member is paying full membership fee upfront, enclosing a check for the total amount due, made payable to Aaron Puckett with this agreement signed. By signing and submitting the agreement, you are agreeing to pay the membership fee for the shares indicated above.

Regular Registration Fee \$425 due by May 1, 2022

Any registration after May 1 will be **up for consideration**

Registration

Make checks payable to Aaron Puckette and mail or hand-deliver, along with this signed contract, to

Campbell County Extension Office

PO box 67

Rustburg, Va 24588

Cancellation

Members who decide they would no longer like to be a part of the CSA program must give notice by the end of February to receive a full refund of the membership fee. After that point, they are welcome to transfer membership but refunds will not be allowed.

Communications Between Farm and Member

The best way to communicate with the Farm is via email aspwgp@gmail.com. We will do our best to post on our Facebook information about the crops available that week [facebook.com/PucketteFarmsCSA](https://www.facebook.com/PucketteFarmsCSA). We will also regularly post recipe ideas and farm-related news. Indemnification and Hold Harmless By signing this Agreement, Member hereby releases, indemnifies, and agrees to hold harmless Puckette Farms, its owners, agents, and employees from any and all claims, damage, and/or liability he or she might suffer from being on the Puckette Farms property, being at any of the CSA pick-up locations or from the purchase of a CSA membership, including but not limited to, the use or consumption of any food provided by the Farm. If a Member violates any of the provisions of this Agreement, he or she will be considered to be in breach of contract, and Farm may terminate this Agreement and retain all Member fees. If the Farm violates any of the provisions of this Agreement, the Farm will be considered in breach of contract, the Member may terminate the Agreement and receive a refund of the membership fee minus the value of any products received during the season.

Mediation All claims and disputes arising under or relating to this Agreement are to be first submitted for mediation through the Virginia Agricultural Conflict Resolution Service. Both parties shall equally share the mediator's costs and fees. This provision may be enforced by any court of competent jurisdiction and the party seeking enforcement may seek all costs, fees, and expenses associated with enforcing this provision.

Acknowledgment I agree to purchase the membership share indicated in the Membership section. By signing this Agreement, I acknowledge that I have read, understand, and agree to the terms contained herein.

Member Name (please print):

_____ Date: _____

Signature:
