



FARM COMMONS

CSA Member Agreement Workbook

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Section 1: Getting Ready to Write Your CSA Agreement

The Importance of a Member Agreement

CSA has become an incredibly valuable marketing outlet and community-building tool for the sustainable farming community over the past 20 years. With interest in eating locally on the rise, the CSA model provides a way for consumers to directly support the farmers in their area, as well as secure access to seasonal, fresh food. But, things don't always go as planned. Weather events wreak havoc. Members misunderstand and miscommunicate. Farmers overestimate their harvest. It's just as easy to imagine the successful CSA farm as it is to envision the CSA that stumbles right out of the gate. Solutions that minimize the stumbles help us preserve our forward trajectory. A clear member agreement is one important tool that not only minimizes misunderstandings but also builds commitment to this innovative business model.

Communication between the CSA farmer and the member is vital for the strength of the individual CSA as well as to improve the structure and sustainability of the CSA model long into the future. **Good communication can prevent issues that lead to disgruntled customers, nonpayment, non-renewals, or even legal action.**

Here are a couple examples of the potential of communication. These are obviously simplified examples, but they can give a sense of the utility of a good agreement.

Farmer Wally



Farmer Wally expands his CSA to new members at the start of the wettest, coolest season on record. A case of late blight wipes out his whole field of tomatoes in one week, including all the plants he set aside for u-picking. One of his first-year CSA members is very disappointed when she receives just a few pints of cherry tomatoes. She joined Wally's CSA (at a higher price than his competitors) because she wanted access to u-pick tomatoes. She thinks it's unfair and wants a partial refund, at least.

Did the member clearly understand that purchasing Wally's CSA share came with an element of risk? The member might not have known that the risk of crop failure is traditionally accepted by members. It might not be enough to

turn this irate customer into a loyal returner, but it would lessen the likelihood of a rebate dispute, claim of false advertising, or even a lawsuit against Wally.

Farmer Pat



Farmer Pat has a 100-person CSA and sells her produce at the local farmers' market. She divides the produce fairly between the two channels and has a finely tuned system for deciding what goes where. One day, a customer spots a beautiful display of cucumbers at Pat's farmers' market stand. Although he doesn't say anything, he harbors resentment about the five misshapen cucumbers he receives each week. The member decides Pat is reserving good stuff for the market and dumping ugly, leftover produce in the CSA program. The member feels deceived.

What if Pat had explained that the most attractive produce goes to the market stand, but that CSA customers receive a better value for the less-than-perfect items in such abundance? The member wouldn't have been so surprised by the sight of Pat and her bounty at the market. The member also could have made a decision that was best for his needs— good-looking produce or good value for his dollar.

Upfront communication can prevent an unfortunate situation from becoming a problem for the farm. A member agreement is also about managing expectations among your CSA members. If people know what to expect, they can choose if a specific farm is right for their needs. Thinking about a member agreement as a preventative solution can build a strong and resilient farm business with a loyal and long-standing customer base.

As more farmers and members engage with the CSA model, CSA continues to change. Newcomers may not have the same understandings or expectations as the original CSA pioneers. For instance, new home delivery services offering a wide array of products are changing consumers' expectations about choice, convenience, and risk. Within the changing CSA landscape, written member agreements assure that all members have access to the same information and expectations, regardless of their background.

Aside from preventing problems through communication, farmers have legal reasons to write a solid member agreement. A good member agreement protects

Although the courtroom is not our focus, those interested in the legal ins-and-outs of contract enforcement should check out *Farmer's Guide to Negotiating and Drafting an Agreement*. We've integrated the basic contract principles outlined in that guide throughout this resource.

Legal considerations for the CSA go beyond your member agreement. Be sure to check out the complete *Building a Legally Resilient CSA Program Workbook*, available at FarmCommons.org, for much more information on successfully managing your legal obligations.

the farm from uncertain, unpredictable litigation. If the unthinkable happens and a CSA member sues the farm, the judge will ask about the CSA's sales agreement. If we don't have anything in writing, all we have are the claims of both sides. Each side will try to provide evidence for their claim as to what was bought or sold, and a judge will try to sort through it all. That process is unpredictable and expensive. In addition, the court may not be familiar with principles such as shared risk and reward that are inherent to many CSA memberships. The idea of CSA is still unconventional. Farmers could end up in a long, drawn-out process of attempting to prove what CSA means to a judge, with the customer attempting to prove otherwise. A written agreement provides concrete evidence of what the CSA sold and what the member purchased.

Some farmers worry that an agreement could make them more liable, not less. Written contracts look like the first step toward litigation to some. Farmers also worry that using a written member agreement gives the member more ammunition if the share doesn't live up to (sometimes unreasonable) expectations. **The truth is that whether or not your members read and sign an agreement, you have formed an agreement with them as soon as you accept their money.** A clearly worded commitment can reduce the chance of a lawsuit by making sure farmer and customer understand the deal before money is handed over. And if it does come to a lawsuit, the agreement is the evidence about what was promised.

Using this Workbook: Checklists and Samples

Every CSA farm is unique. That's part of the joy and value of CSA. Loyal members are in it for the farm's story and vision as much as the good food. **Because each farm is unique, there is no one-size-fits-all when it comes to member agreements. The best agreement for each CSA farm is the one that reflects the individual farm.**

This workbook will guide you through creating a clear, comprehensive agreement that reflects and protects your farm. By prompting consideration of your unique goals, resources, and marketplace, the workbook will help you create your own member agreement. However, this workbook does not provide you with a straightforward fill-in-the-blank model. We do this for two reasons. First, your farm is unique and it's not possible to create a template that is true to our shared goal of preventing problems through good communication while protecting the

farm legally. Every farm has a different way of administering their CSA and making sales. Second, very few farms are able to integrate a five- to seven-page detailed contract into their CSA sales process. As you will learn in this workbook, it's very important that the agreement be integrated into the sale.

This workbook takes a different approach to building a unique CSA member agreement. Here is what you can expect as you use this resource:

- Section 1 (this section) helps readers understand the process for writing a solid CSA agreement: articulating goals, identifying resources, developing policies, and establishing the right tone.
 - Your Turn: Reflect on how your farm approaches the issues discussed in the “Your Turn” segments throughout Section 1.

- Section 2 gets into the specifics of actually writing the agreement. We use checklists and samples that illustrate how farmers might turn their goals into an agreement. Because farmers have such diverse CSAs, we offer two main approaches:
 - The Fundamental Agreement: Our fundamental checklist and sample illustrate the most basic terms a CSA agreement should capture, and how a bare-bones sign-up process would integrate the agreement.
 - The Developed Agreement: Our developed checklist and sample demonstrates how a more thorough agreement can meet more needs and still fit nicely into a CSA sign-up process.

Integrated into each section, we follow two hypothetical farmers: Jimmy of Lazy River Farm and Dawn of Hamilton Grange Farm. We use hypothetical farmers because, as we explain above, a good CSA member agreement depends on the specifics of the farm for whom it is intended. We can't write one, single best CSA member agreement. Jimmy and Dawn show how farmers might adapt general principles and checklist items into an effective agreement that works within their unique farm process.



Jimmy and Dawn's stories will appear within a brown box next to their faces to help distinguish them.

Articulate Your Goals

Why do you want to write a CSA member agreement? What goals are you trying to achieve? What motivated you to pick up this workbook? Answering these questions is an important step, and one that will help ease the many decisions that need to be made about each individual farm's CSA member agreement.



Lazy River Farm

Farmer Jimmy owns Lazy River Farm, a small CSA operation that has been in his family for two decades. Jimmy bought into the CSA concept years ago. He was the first CSA farmer in his state, and he's passionate about the traditional principles of CSA. The farm is well-known and regarded by the community, and Farmer Jimmy has a loyal customer base for his products that he takes to the local farmers' market, as well as a small (50-person) CSA. The majority of his CSA members have been part of the farm community for a decade or longer, and there is little turnover in the membership from year to year. Farmer Jimmy likes it that way! Recruiting new members from their extended community is relatively easy for Jimmy and his family. He sees no reason to expand his operation and is happy with the way things have been going.

Despite having never used a CSA member agreement in the past, Farmer Jimmy realized after this season that it was time to have something to show new customers what the Lazy River Farm CSA is all about. He is nervous, though—he doesn't want to put off any of his older members who have been part of the CSA for years without any agreement, other than the shake of a hand when they hand Jimmy their check for the season. He also wants new members to have the same warm, friendly feelings toward Lazy River that he has worked so hard to cultivate. Farmer Jimmy feels like the farm is the one place where his members can go to escape corporate America, and he doesn't want to ruin that by introducing a formal, lengthy contract.

Jimmy is writing a CSA agreement so he can quickly bring new members up to speed. Jimmy's goals in writing a CSA member agreement are to be clear, to be brief, and to preserve a system that has been so successful for his family over time.



Hamilton Grange Farm

Farmer Dawn runs Hamilton Grange Farm in Vermont. Dawn has been farming for just three years, but she knows her stuff. She graduated from college with a business degree and from a farm-incubator program with a solid farm plan. She will be expanding her business quite a bit over the next 10 years. To do that, Dawn is developing some unique offerings and staying competitive through marketing. Dawn needs good marketing because she sells into a very competitive market. She loves having lots of fellow CSA farmers nearby, but it means she's got to provide a really strong product to survive.

Dawn is writing a CSA agreement so she can establish and grow a strong foundation for her CSA. Dawn's goals are an agreement that highlights her uniqueness and value.

Your Turn: Why are you writing a CSA agreement? What hopes do you have and what concerns are on your mind? What are your goals?

Consider Your Resources

Many farmers love the straightforward nature of the old-fashioned brochure, check, and postal service as a way to do marketing and take orders. Other farmers are using the web to reach customers and make sales. Service providers are popping up all the time in an effort to make the CSA farmer's life easier. Many folks use online payments made through providers like PayPal or Google, either on its own or integrated with a self-hosted website. Farmers can also choose from a variety of online software providers that combine payment systems with communication mechanisms including rescheduling deliveries or drop sites, sending newsletters, and more.

Writing a solid member agreement is easiest if we know exactly how sales will occur beforehand. For example, you might write in your agreement that members can pay by cash or credit card, but end up with a website that requires a credit card payment.

We also need to consider your resources and limitations for communicating with members at the point of sign up. As you'll learn in this workbook, the legal best practice is to get the agreement for specific things at the time of sale, not after

the sale occurs. If you primarily bring in customers through tri-fold brochures, you need a member agreement that works through a brochure. If you make sales online, you may need to integrate a step where potential members agree to specific terms. It would be a shame if you produced a member agreement that met each of your goals but you didn't have a way to communicate it to potential members.

Some farmers might consider changing the structure of their sign-up and communication mechanisms over time, especially if their goals are better met through a different system. At this point, we need only to articulate our limitations and get an idea of where our points of flexibility lie.

Lazy River Farm



As Jimmy's membership ages, there has been a slow decline in CSA signups. Folks are either moving out of the community once their kids have grown and they don't need as much space, or simply don't have the energy or need for cooking large amounts of produce each week. Farmer Jimmy has had to do a bit more marketing to fill up the spots in the CSA with new members. Jimmy wants to preserve the low-tech aspect of his farm. He distributes tri-fold brochures at local churches and schools, a system that works fine for him. His small community isn't as online as some, and Jimmy isn't keen to learn a new software program either.

Jimmy wants a member agreement that fits on a tri-fold brochure, with a printed sign-up sheet to be returned with a check via the postal mail.

Hamilton Grange Farm



Dawn is building her membership year over year. To reach her ideal size in a competitive marketplace, Dawn has chosen to focus on developing a CSA that meets the needs of young families with children. Events, stories, kid-friendly items, and recipes are Dawn's focus. As the mother of a couple of toddlers, Dawn knows how hard it can be to stay on top of things. She wants families to be able to pay online, use credit cards, set up automatic payments, and receive payment reminders. Although she isn't there yet, she's working with her aunt, a web developer, to create a custom website that can meet these needs. Dawn wants a member agreement that's integrated with her website, so it has to be electronic and describe all the flexibility she provides to her members.

Your Turn: Think about your recruitment mechanisms and membership sign-up process. What forms of payment do (or can) you accept? Is there an opportunity for you to communicate details of your CSA to potential members at the point of sale? When and how?

Establish Policies and Procedures

Just as farmers need to take stock of their limitations and flexibility regarding payment and communications, now is the time to consider the farm's policies and procedures. As you will learn here, writing a solid member agreement is largely about articulating your policies and procedures, carefully. Naturally, you need permanent policies and procedures to do so successfully.

If you are a beginning farmer, this is a good opportunity to start from scratch with exactly the system you want. If privacy is especially important to your family, have you considered how to preserve your solitude? Do you have animals or a pet that might cause issues for children? What rules can you set to assure both animals and humans are protected? Walking through the process in your mind can help you identify important points.

If you are a veteran farmer, reflect on the policies and procedures you've been using thus far. Where are problems developing? Is there something that consistently goes wrong, such as members taking boxes from the wrong stack? Or perhaps your site hosts are plagued by late pickups? These hiccups might be an indication that it's time for a new system. Could you use different colored boxes or change the hours your pick-up sites are open? Consider what is working well and what needs improvement.

Good policies and procedures combine your needs with those of your market. If your share options and farm events are especially popular with families, restricting access by children might be counterproductive. Is your target market experienced with CSA or new to it? Do they have regular access to the internet or are offline communications preferred? What tone suits your market?

Think about the type of member that would be ideal for your CSA, as well as the type of member that you do *not* want. This portion may or may not make its way into your agreement, but it will assist you in shaping your terms and policies, and in choosing what information is important to include in your agreement. It will also

help you craft an agreement that attracts and retains the right kind of customer for your farm. Ultimately, CSA success is not about having one-off members who disappear after a season, but having a loyal customer base that grows upon itself year after year. Taking the extra step to pinpoint your ideal member is a great way to set yourself up for this long-term growth, and, not to mention, save you a lot of time and hassle dealing with those who aren't the right fit!

Don't be scared to get very clear about what you are looking for in a member! You will ultimately have a membership that is comprised of a variety of different kinds of people, but knowing from the outset the kind of community that will help you be successful will help you shape your operation and agreement to attract that population. You can use this information in a variety of ways when developing your agreement, including the way you word your clauses, the level of formality you choose with your agreement, the level of educational information you choose to include, and how you shape your CSA policies.

It might seem counterintuitive to write your agreement in a way that turns off certain members from joining. After all, any business is good business, right? As any farmer who has ever had a troublesome CSA member can tell you, that's not always true. A member who is the wrong fit for your operation can cause problems ranging from a mild headache to a lawsuit. Save yourself the sleepless nights and craft an agreement that attracts the kinds of members who will allow you to grow your CSA and build a strong community, not those who stress you out or threaten your reputation.

Lazy River Farm



Jimmy's new members bring a different energy to the farm, and last year's CSA pickups became lively community events with recipe exchanges and lots of chatting around the farm stand. The energy brought by new members was exciting, but a few problems came up over the course of the season. Some of the new members loved the idea of supporting a local farm, but Jimmy soon realized that unlike his long-time supporters, the new members often didn't understand what it really meant to be part of a CSA farm. One member in particular, Suzanne, was unhappy when, after a hail storm came through town, her share didn't include tomatoes. Farmer Jimmy tried to explain the inherent risks of farming to Suzanne, but it was too late—she was already upset. In the end, Jimmy gave Suzanne a refund on her whole membership to appease her,

and to try to dissuade her from spreading unhappy messages about Lazy River Farm throughout the community. He worried that Suzanne's dissatisfaction would discourage new members from joining, especially because he lives and works in a very small community. Jimmy knows it's time to put some policies in writing so everyone is on the same page.

Hamilton Grange Farm



Dawn already has a waiting list for next season's CSA membership and is considering expanding her operation to include more members. Right now all of the CSA members come to the farm to pick up their shares, but Dawn is considering adding some drop sites to accommodate a further reach. Dawn thinks that she should also start selling her vegetables at the local farmers' market. So much to think about!

Dawn is excited about the idea of growth, but is a little worried about what complications it could bring. While the CSA has been running relatively smoothly, there were a few problems that came up this year. One of the members' 7-year-old son, Austin, was stepped on in the calf shed by a young animal. He was okay in the end, but the situation was stressful for everyone. As Dawn adds to her vision of a family-focused CSA with craft events, yoga for children, and baby animal-themed events, she needs to communicate rules without offending parents who want an enriching experience for their children.

She also had a few members this season who were upset at the beginning and end of the season with all the greens in their share, and Dawn had to spend a lot of time explaining the way the growing season works. Those members ended up not re-signing for the next season. Dawn is concerned with making sure that all of her members join the Hamilton Grange CSA with full understanding of what they will be receiving. She also doesn't want her members to feel like they are getting the "leftovers" once Dawn starts taking some produce to the market.

Dawn hasn't been using a formal agreement at all—her website takes credit card payments and that's the only sign-up mechanism she has. Dawn isn't sure how she would get members to "agree" to certain things. Currently, she relies on folks to read all the material on her website before signing up.

Your Turn:

- Are there specific problems you want to address or things you need preserved regarding your CSA? Are your processes, policies, rules, or procedures geared to help you meet those goals?
- Will you take the time to educate your members about what it means to be part of a CSA? If so, how?
- What kind of community are you hoping to build around your farm? Do you want CSA members at the farm frequently, or do you want members who are most comfortable getting to know you through the newsletter or online?
- Do you plan on having events and activities on your farm over the course of the season? Are these family-friendly events? Do you want members who will be bringing young children to your farm?

The checklists provided later in this workbook will help you create comprehensive and well-considered policies and procedures. At this point, we encourage you to reflect on your goals and specific problems you might need to address through your procedures and policies.

Set the Tone

Now that we've articulated our goals, thought about our resources and limitations, and considered our policies and procedures, we're almost ready to write! But first, we have a few notes about choosing the right words.

It is totally up to you, the farmer, to decide how your unique member agreement is worded. The agreement should be a reflection of the farm. That is to say, it should sound like you! Instead of viewing the agreement as a paper-pusher's errand, Farmers Jimmy and Dawn might view it as a marketing tool. Jimmy could pepper the agreement with anecdotes or interesting tidbits that make the customer feel drawn even further into the community of his farm, rather than distanced from it. Dawn might speak directly to the kids in the families she's recruiting, at times, to help develop a family-friendly atmosphere. Right at the beginning you can set the tone, not just for your member agreement, but for your whole relationship with your members and, subsequently, how your season will go.

Many farmers might be concerned that an emphasis on terms and rules creates barriers between themselves and their community. These concerns are valid. Rules

can be off-putting. Rules, too, can be an opportunity to set the right tone.



Hamilton Grange Farm

Dawn realizes that she hasn't been clear with her members about not only what they can expect from her, but also what she expects from them. She realizes that she wants to build a community around her farm and make it a place where her members come and bring their families, but she wants to impose a little more structure around how this happens. She isn't comfortable with the "free-for-all" attitude that some of her members have on share pick-up days, with kids running around willy-nilly and few opportunities for Dawn and her staff to impose order. Outside of the potential liability of that scene, Dawn doesn't feel that it conveys a respect for her business and the kind of farm she wants to run. If she is serious about expanding, she knows that she needs to develop some rules around on-farm etiquette.

She writes a clause into her member agreement that reflects her philosophy on general conduct on the farm.

"As a farm share member, you become both part of our business as well as our extended family. As such, we ask of you the same respect we ask of one another. When visiting the farm, please treat our property as you would your own home. Mind your feet and all signage that alerts you to restricted areas. Our baby plants are delicate, and we need to make sure they don't get stomped on!

Because of the delicate nature of our work and other natural unpredictable risks of farm life, we ask that you please stay by the side of your children as they explore the farm. We do our best to carefully maintain and properly account for any potential hazards, but animals and nature don't always follow the rules, so we need you to. Along those same lines, we also ask that you refrain from bringing pets onto the property other than disability assistance animals. In general, we just ask that you are mindful of your actions so that we can continue to open up our farm to you and your family."

Let's go back to that point before about how member agreements can build trust, rather than tear it down. Dawn's carefully worded agreement is a good example of how a farmer can use this opportunity to stress how a CSA member is a valued part of the farm. This is quite different than saying something along the lines of:

"Please obey the rules of the farm:

1. No children without adult supervision
2. No pets
3. No walking in production rows
4. We are not responsible for any injury that occurs on the farm."

The exact wording is up to you, and the phrasing in our example above is neither right nor wrong. The point here is that you should take this opportunity to be discerning and cultivate a membership that aligns with the vision you have for your farm community!

Don't let artistic license get in the way of clarity, however. Use specific, non-vague language throughout your agreement. At all times, be as clear and focused as possible. For example, if you choose to include a description of a typical weekly share, instead of saying:

"A wide variety of vegetables in plentiful amounts;"

A clearer statement would be:

"We will plant 35 different types of vegetables and herbs to distribute to our members over the course of the season. Members can expect a weekly share to feed a family of four with moderate vegetable consumption, or a vegetarian couple."

This type of specificity goes a long way in establishing clear communication and managing expectations! Remember your goals. If you want to reach new members, and prevent problems, we need clarity.

Your Turn: What kind of tone do you want to set for your agreement? Do you have any marketing goals you want to achieve with your word choice?

By the way: just in case you were considering this type of clause in your agreement, this is not a viable, legal waiver of liability! Please see our guide *Hosting Safe, Legally Secure Farm Events* for more information on waivers in general

Section 2: Writing Your CSA Member Agreement: Checklists and Samples

At this point, readers know all about Farmers Dawn and Jimmy. We know their goals and how they plan to meet them through the CSA agreement. It's time to write! Here, we'll work through checklists and samples that illustrate how our farmers might turn their goals into an agreement. We offer two main approaches to achieve our goal:

- **The Fundamental Agreement:** Our fundamental checklist and sample illustrate the most basic terms a CSA agreement should capture to meet the goals of legal stability and resiliency. It also shows how a bare-bones sign-up process would integrate the agreement. The fundamental agreement sample illustrates how Jimmy might meet his goals.
- **The Developed Agreement:** Our developed checklist and sample demonstrate how a more thorough agreement can meet goals that go well beyond basic legal resiliency, and still fit nicely into a CSA sign-up process. The developed agreement sample illustrates how Dawn might meet her goals.

We use hypothetical farmers because, as we explain above, a good CSA member agreement depends on the specifics of the farm for whom it is intended. Jimmy and Dawn show how farmers might adapt general principles and checklist items into an effective agreement that works within their unique farms.

The Fundamental Agreement

Every member agreement should seek assent on the following four basic elements of a CSA program, at a minimum: (1) membership/share options, (2) receiving the share, (3) collecting payment, and (4) risk and reward. These categories are fundamental because they shape the farmer's and customer's purchase-related obligations. What did the farmer agree to do in exchange for the payment, and what does the buyer need to do to uphold his or her end of the deal? These are the basic issues on which a potential lawsuit might be based. When we address these issues, we create a basic level of legal stability for the CSA sale.

Many details lie behind the four basic categories of membership/share options, receiving shares, collecting payment, and risk/reward principles. The checklist

below describes some of the nuance farmers may need to consider. Our next step, explored through Jimmy and Dawn, will be to integrate these responses into the actual agreement through checkboxes, full, signed agreements, and more. Users may start by writing out plain-language, logical answers to the checklist elements below as these answers will be the basis for the user's CSA member agreement.

CSA Member Agreement Fundamental Checklist

Membership/Share Options:

- List your membership/share options, e.g., half share, full share, weekly box, etc.
- Concisely describe each option, i.e., what and how much can a customer expect, roughly? You can define this in terms of volume (i.e., a grocery bag full) or by the number of people the share might be able to feed (i.e., 2-3 adults). [Sidebar: Consider using units your customers will understand. For example, you might use a half-bushel box, but your customers are more familiar with a paper grocery bag.]
- State the price of each option. [Sidebar: Although not necessary, consider listing each option with a “per eater” or “per week” price, so buyers can accurately compare options.]
- Include the start/end dates or season length for each option.
- List any other charges and include a space for the total amount owed.

This is the single most important aspect of your CSA agreement. Don't take this step lightly. Take the time necessary to make sure your options are thoroughly and clearly described. No doubt, you already have this information on your sign-up sheet or website. You might have three different share options and deliver on three different days of the week, depending on share options. Have you found a way to quickly convey that information? Try arranging the options in a table, with columns for start/stop, length, price, and delivery/pickup options. Does a flowchart work better? Find a way to arrange this in a clear manner.

If your customers are confused, you can't manage expectations, you can't control

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your legal vulnerability, and you haven't achieved your goals. If it isn't clear to your customer, it likely won't be clear to a judge who hears a resulting lawsuit. Accurate descriptions of your CSA options are a legal matter. If the court system needs to resolve a CSA dispute, the first thing the court needs to know is what the customer purchased. If the farmer and member disagree about that, a resolution will be very difficult.

Clarity and thoroughness can work alongside the unpredictability of farming. Many "shoulder season" shares have variable start and stop dates as spring and fall are less certain. If you can't offer specific dates, can you state the date by which you will communicate the start and stop date? For example, you might say, "Members will receive notice by May 15 as to the start date of their share. Shares will continue for 20 weeks, barring unforeseen circumstances."

If you are worried about making any commitments to dates or product, there are solutions. First, use qualifiers such as "generally," "around," and "approximately" where appropriate in your descriptions. Second, offer dates by which decisions will be made and communicated to members. Third, remember that the moment you take a customer's payment, you've entered into a commitment for something. If it's not in writing, we're less certain of what that commitment is. You are already vulnerable. Farmers can reduce vulnerability by describing exactly what they are (and aren't) committing to do before the person signs up.

Consider the answer to these questions in the context of member signup. If members sign up on a brochure, your description needs to fit there. If members sign up online over mobile devices, tablets, and computers, the content needs to be visible in each location.

Receiving the Share:

- What are the dates of pickup or delivery?
- What time is the pickup or delivery?
- Where is the pickup or delivery?
- What happens if a member misses the pick-up/delivery day or is outside the pick-up/delivery time frame?

Legally speaking, the details around receiving product are our second-most important consideration. If we end up in court over a CSA share sale, the first question is: “What did the customer purchase?” We answer that question by being clear in the membership/share options above. The second question is: “Did the customer have the opportunity to receive what they purchased?” We answer this question by being very clear with the receiving-the-share elements here. If a member is not aware that the product they purchased may be given away if they are 10 minutes late picking it up, the farm is legally vulnerable for not supplying a product purchased. CSA is a unique program—don’t be shy about the commitment required. A thorough member agreement always answers the question, “What happens if I don’t?” What happens if your members don’t pick up/receive delivery at the appointed date? What happens if they arrive outside the pick-up/delivery window? Always assume members will not comply with Plan A—go ahead and state the Plan B as it will inevitably be relevant.

Your Turn: Wondering how you might turn these details into a complete member agreement? Take a quick look at Jimmy’s and Dawn’s agreements on pages 26-28 and 34-40 for ideas.

Do you feel some information can’t be provided until you’ve signed up members? Perhaps you are waiting to assign pick-up days based on the number of members in specific locations. This may work for your membership, but keep the risks in mind. If a member wants her money back because the pick-up date chosen isn’t workable for her, have a refund policy for that situation.

Collecting Payment

- What payment methods are accepted?
- When is the payment deadline(s)?
- What happens if payment is missed?

Collecting-payment provisions tend to be straightforward to write; it’s enforcement that’s a challenge. Enforcement should be consistently carried out—if it’s done

for one member, it should be done for all. Thus, farmers should state beforehand whether they will cease pickup/delivery for a member who misses a payment (immediately or after a certain time frame), and then state how that cessation will be communicated and carried out. For example, will the farm send a notice that payment is late and ask the individual not to pick up their share that week? If a farm is going to take some action on lapsed customers, such as withholding a share, the policy should be clear and consistently applied to all lapsed customers. For some farmers, the awkward nature of such a process is too much; they won't try to stop pickup/delivery. They might eagerly create and announce a policy, knowing very well that they will not enforce it. In this case, an accurate policy would say, "We may withhold a share . . ." rather than "will withhold." All policies—this one and all other ones—may be discretionary, but discretion should be applied consistently to all members.

Risk and Reward:

- Does the farm share risk with CSA members?
 - If so, what does this mean to members, exactly? Is there a risk of reduced volume or a lack of product altogether? Can you characterize the level of risk?
 - If not, does the farm plan to buy in product to supplement for any shortfalls? From whom will the product be sourced and are the production practices, location, and product types similar or different to your own?
- Does the farm share reward with CSA members?
 - If so, in what ways and to what extent?
- Do you have a refund or cancellation policy?
 - May individuals receive a refund for any reason, perhaps within a specific time frame?
 - May individuals receive a refund for specific reasons, perhaps within a different time frame?
 - Might you offer refunds if the farm cannot fulfill the rest of the season due to natural disaster or personal tragedy? This policy might be especially useful if the farm has enough product to sell at market, but not to fill shares.

- Might you offer refunds if the farm decides not to fulfill the rest of the season, especially if the reasons are personal and not related to the natural risks of farming?

These are very tricky clauses to write. It's hard to articulate exactly what we mean by shared risk and reward. Nothing is more unique about CSA than the concept of shared risk and reward. Be sure you are describing your farm's approach to this concept accurately. See our section on "Shared Risk and Reward" in our *Building a Resilient CSA Program Workbook* for more perspective.

Practically speaking, many CSA farmers do not want an unwilling customer to be obligated to continue as a member. That might make life harder for everyone. On the other hand, overly generous refund policies may create some financial risk for the farm. That risk can be mitigated by focusing on recruiting the right members, and meeting the expectations set by the farmer. Balancing these concerns, farmers might choose to offer a full refund for specific reasons (such as moving out of the area, financial hardship, etc.) and offer a partial refund (perhaps minus an administration fee) if the individual decides CSA is simply not the right choice. Still others will request that the member help recruit a replacement for their share. The right choice for any one farmer depends on their market pressure and the local conventions. Regardless of the farmer's reasoning and decision, whatever policy is decided upon must be clearly communicated.

Traditionally, CSA is a way for eaters to share the inherent risks of farming with producers. Shared risk often means that no refunds are given if the farm suffers a hailstorm, drought, tornado, or other natural disaster. These policies are perfectly legal if customers agree to them. But, farmers may want to consider offering refunds in these situations for at least two reasons: insurance and member retention. In terms of insurance, under the relatively new Whole Farm Revenue Protection (WFRP) crop insurance policies available to diversified farmers, the farm's revenue must be at risk of loss. If a farmer does not have to offer refunds, the farmer's revenue from a CSA may not be at risk. Including a written policy that refunds will be given in the event of a hailstorm, drought, etc., may protect the CSA farm's ability to qualify for a WFRP policy. (Note: eligibility for a WFRP policy is based on several criteria, one's exposure to risk being only one.) In terms of member retention, consider the situation where you do not have enough food to fill CSA shares. You may want to sell the little you do have at market or to local

grocery stores. A policy that gives refunds to members under this circumstance will likely make them more understanding when they see your products at those other outlets, and more likely to sign up with you again the following year.

Some farmers would like to extend shared risk to beyond natural disasters. They may want customers to share in the risk of harm to the farmer's physical health, mental health, or family stability. Will members receive a refund if the farmer decides to stop farming midway through the season? Are members bearing the risk of the farmer's fatigue, burn-out, health event, or family emergency? There are no correct answers, legally speaking, to this matter. The legal best practice is to make sure the policy is clear and consistently applied. Beyond that, the market is the primary consideration. If the refund policy is too onerous for customers, people are less likely to sign up. If it's onerous for the farm, the operation may fail as a business.

Many farms appear to make refunds available on a case-specific basis, generally as a way to manage disgruntled customers. The farmer usually chooses to minimize damage by giving a refund and both parties go their separate ways. In that case, the policy is generally that refunds are given at the discretion of the farmer.

Farmers should be careful to treat similarly situated people alike when deploying a policy that allows for discretion. Farmers do not want to leave themselves open to claims of discrimination. If a farm uses its discretion to treat two parties differently, who otherwise appear to be very similar in their situations, the farm may be discriminating against one party. This isn't the vision most farmers have for their community. A farmer who applies discretion consistently minimizes the chances of discrimination.

Checklist Answers Become an Agreement

Once you've gone through this checklist, it's time to structure the content into an agreement. For the purposes of our discussion, we are going to call answers to the above questions the "terms" of the agreement. Although farmers aren't thinking of them as terms, they perform the same function, legally.

Turning content into an agreement requires two things:

1. The terms should be provided to the buyer in full, before the sale is completed.
2. The member should indicate assent to your terms in some way.

All CSA policies and pickup schedules should be communicated **before making the sale**. This agreement is not effective if it is handed to a customer after they

have submitted payment for a share and committed to a membership; customers should explicitly agree to the terms of CSA before putting money down. By providing full information first, you are allowing your customer to really decide if your CSA is right for his or her family. Legally speaking, you are also tying the terms of the CSA into your legal arrangement. If you provided pick-up details and refund information, for example, after you receive payment for the share, a judge could potentially throw those details out of the courtroom during a lawsuit. If you didn't provide the terms before the sale, assume they won't be a part of the deal should you find yourself in court.

On the second point, we need some acknowledgement that the buyer has actually read and agreed to your terms. Think about a multi-page contract with a signature and date at the bottom. The signature is the indication that the person read and agrees to the document's contents. Formal agreements and signatures won't fit into the way many CSA farmers do business. Fortunately, we have options, explored below.

Fundamental Agreement Sample: Lazy River Farm

There are a variety of ways we can get assent, which we will look at through the example of Jimmy. Recall Jimmy's modest goals for his CSA member agreement—he has a few new members each year, recruited through his tri-fold brochure, whom he wants to train in quickly. He doesn't have space for many details or options, and he doesn't need such things. His basic options are working, as is. Here are some ways Jimmy could list the basics on a tri-fold, while seeking agreement on the important points:

Jimmy offers a relatively simple share structure, as his community has plenty of buyers for the basic, traditional CSA concept. He arranges his options using a table or spreadsheet, and it works fine. Describing his share pick-up process is a bit more complex. Jimmy does an on-farm pickup, plus he has two sites in town. The timing is the same—pickup is between 4 and 7 p.m.—but the particular rules are different for each site. For example, Jimmy needs to prohibit dogs from his farm, and his residential hosts need rules to honor their privacy as volunteer hosts. If members don't pick up their shares by 7 p.m., the product may be donated to a local food pantry without notice to the member.

His payment collection is simple: members send in paper checks along with the sign-up form, which is included on his tri-fold brochure. He doesn't offer payment

plans as a matter of course, but folks can always ask about options.

Jimmy's risk and reward situation takes more time to describe. Jimmy only markets through his CSA. He doesn't have to worry about whether members will believe that his other markets will receive more or better product. Because he doesn't grow for other markets, he doesn't have a lot of flexibility, necessarily. He grows enough for his CSA and if the product suffers from pests or weather, he may not have enough to distribute. If it's bad enough, and on a crop that's very important to his members (such as sweet corn), he will buy in from a neighbor of his. Otherwise, members don't seem to notice one or two fewer cucumbers, for example. His fields have never taken such a hit from the weather that his overall share volume was at risk. Still, Jimmy does worry about extreme weather events becoming more common. He knows if his season were a loss that he'd give refunds. He doesn't want to take people's money if he can't deliver, even though the traditional CSA model may be seen to support the concept.

It's a tough decision, but Jimmy decides that he only shares some risk with members. Members may find less in their shares if the season is difficult. But, if the season is a loss, relatively speaking, he will issue refunds. This compromise will help him balance risk effectively. He can rely on a Whole Farm Revenue Protection policy for a significant natural disaster. So, to qualify for a WFRP policy, he makes it official. He writes a risk policy that states members will receive a refund if the damage to his crops is so severe that he cannot provide at least 50% of the traditional volume and variety he's provided over the last 10 years. The refund will be prorated to whatever portion of the season remains. He works closely with his WFRP insurance agent to see that his refund plan complies with his obligations.

As for reward, Jimmy takes a middle-of-the-road approach there as well. He packs shares in boxes and the boxes are already full on most weeks. He doesn't necessarily distribute more produce in good years because it's not workable. Jimmy also finds his members are stressed by too much product and won't renew if they don't use everything. Only a few members actually want more product. Jimmy decides to make extra product available if members are willing to come to the farm and pick it, within very specific time frames. He will make these announcements via email only.

Now, let's work these decisions into language that will help us get assent from customers. Using the example of Farmer Jimmy, we know he's trying to keep his



brochure format and that he wants to avoid anything too formal. We know that, legally, we have some vital things that need specific agreement. Some measure of formality is necessary, but we have options. Jimmy can start by phrasing his policies into statements of agreement. Here is one way Jimmy might do that:

Lazy River Farm CSA Member Agreement

- I understand that my purchase is eligible¹ for a refund only if I move out of the area or if I experience a personal/financial hardship.² Refunds will be prorated. I understand that refunds for reasons of personal preference will impose a hardship on my farmer who has already incurred time and expenses on my behalf. If I wish to cancel for personal preference reasons, I agree to try and recruit a replacement member.³ The farm will grant refund requests for personal reasons on a discretionary basis.⁴
- I understand that my purchase indicates agreement with some shared risk. If, due to weather, insects, or other event beyond the farm's control, total share volume will be reduced by half or more over the remainder of the season, according to averages over the past 10 years,⁵ I will⁶ receive a refund, prorated as to the remainder of the season. I agree that if uncontrollable⁷ events reduce the total volume of the produce I would otherwise receive by up to 50%, that I will share in this loss.
- I understand that if the season is especially abundant, I may be given the opportunity to pick certain excess products myself. I know that this offering will be made on specific dates and times, as announced by the farm via email, and that accommodations for specific schedules cannot be made.⁸
- I understand that I must pick up my CSA share from the above location between the hours of 4 and 7 p.m., and that if I do not do so, my share may be donated to a local food pantry.
- I understand that important communications from the farm will be delivered via email and that opening these emails is my responsibility.⁹

1 Using the phrase “is eligible for” helps preserve the farmer’s flexibility to ultimately confirm or deny refunds on individual circumstances. A clear policy helps shape expectations but doesn’t necessarily box the farmer in.

2 Different farmers will choose different grounds for a refund as suitable. Note that “the area” is very vague, and may not be suitable in all situations.

3 As phrased, this policy creates an impression and shapes behavior, but may not be entirely enforceable. A person can “try” quite easily without achieving anything. Some farmers may prefer a more enforceable policy.

- 4 This is the heart of the policy—it's discretionary.
- 5 There's nothing "legal" about the 50% designation, necessarily. The right level for each farm depends on their target market and their financial needs. Whatever metric is chosen for a partial shared-risk clause, the farmer needs a way to verify if the metric has been met. Thus, this farm would need to have clear records for the past 10 years and the ability to estimate future production accurately.
- 6 Using the word "will" means the farmer is agreeing to issue the refund. The word "may" would preserve the farmer's discretion to not issue a refund even if the conditions had been met.
- 7 In all honesty, it's very hard to draw the line between controllable and uncontrollable loss. Some losses due to weather events still have a controllable element to them— perhaps the plants were set out too soon, or perhaps the plants were already vulnerable because the farmer did not harden them off adequately or purchased low-quality transplants. Be prepared to balance these factors in arriving at your own fair, defensible interpretation of "uncontrollable."
- 8 This policy is written to reinforce that excess produce is not included with the share, per se, and is only available under very narrow circumstances.
- 9 Many email programs will send bulk emails to the spam folder, where members won't find them. You may want to help less-savvy members find emails by asking them to mark your emails as "not spam."
- 10 A signature isn't necessarily required. As discussed above, we need something that indicates a person has read and agrees to specific things. Signatures are the most formal and legally secure way to achieve that, but not the only way. This method is a bit more efficient for a sign-up sheet.

Lazy River Farm CSA Member Agreement

- I understand that my purchase is eligible for a refund only if I move out of the area or if I experience a personal/financial hardship. Refunds will be prorated. I understand that refunds for reasons of personal preference will impose a hardship on my farmer who has already incurred time and expenses on my behalf. If I wish to cancel for personal preference reasons, I agree to try and recruit a replacement member. The farm will grant refund requests for personal reasons on a discretionary basis.
- I understand that my purchase indicates agreement with some shared risk. If, due to weather, insects, or other event beyond the farm's control, total share volume will be reduced by half or more over the remainder of the season, according to averages over the past 5 years, I will receive a refund, prorated as to the remainder of the season. I agree that if uncontrollable events reduce the total volume of the produce I would otherwise receive by up to 50%, that I will share in this loss.
- I understand that if the season is especially abundant, I may be given the opportunity to pick certain excess products myself. I know that this offering will be made on specific dates and times, as announced by the farm via email, and that accommodations for specific schedules cannot be made.
- I understand that I must pick up my CSA share from the above location between the hours of 4 and 7pm, and that if I do not do so, my share may be donated to a local food pantry.
- I understand that important communications from the farm will be delivered via email and that opening these emails is my responsibility.

Share Selection:

Delivery Site Selection:

Name:

Address:

Date:

For Jimmy's situation, this agreement might work well to meet his goals. Other farmers may need more or fewer checkboxes, depending on how they wish to phrase things. (Recall that at a minimum, a CSA farmer's agreement should address the basics behind the four headings of our basic checklist above.) Now that we have specific clauses (our "terms") to which members must agree, we need to integrate these terms into the sign-up process. Jimmy wants to use his current sign-up sheet without creating a "corporate" feel that might turn off his members. He likely wouldn't want to distribute an entire page of terms, like above.

Jimmy could put the terms on a brochure for a traditional sign-up format. To the left is an example of how that might look. This option still gives Jimmy the ease of a tear-off sheet. More than likely, Jimmy would need to move entries for information like share selection and pick-up site to the other side. The fill-in-the-blank style below will fit best for CSAs offering just one or two options.

Jimmy may not want to sacrifice an entire side of his sign-up sheet for the terms. Perhaps his share or delivery options are more complex and he needs more space. Can Jimmy use a single checkbox that incorporates the full terms listed somewhere

else on the brochure? Yes, and the following is an example of that layout.

Membership Options: Select the share you wish to purchase, below

Check to Select	Share Type	Estimated Volume	Start Date and Duration	Price
	Regular	See the "Share Pics" at our website for real-life pictures of our shares through the seasons	About the first week of June, for 20 weeks thereafter	\$660
	Half- Every Other Week		About the first or second week of June, and every other week thereafter for 10 weeks*	\$360
	Half- Every week		About the first week of June, for 20 weeks thereafter	\$400

Pick Up Options: Select the location you wish to pick up your share at, below

Check to Select	Site Location	Pick Up Time Frame
	Townsville, Fridays, Jojo Neighborhood	4-7pm
	Townsville, Wednesdays, Mojo Neighborhood	4-7pm
	Hamilton Grange Farm, Wednesdays	3-9pm

Member Name and Contact Information

Member Name	Member Address	Member Email	Member Phone	Communication Preference
				Circle One: Email Text

I have read the terms of my CSA membership as described on this brochure and indicate my agreement with them by submission of my membership payment.

Of course, the brochure must actually contain all the terms above, somewhere. They should also be readable and distinguished with a heading and a title.

Legally, just one checkbox and statement may be sufficient. Practically, though, it may not achieve Jimmy's goal. He doesn't just want protection; he wants good communication that prevents problems. Customers may just check the box without ever reading the terms, especially if it's in smaller print on the back of the brochure. The sample sign-up sheet below contains the very essentials next to the checkboxes. This way, Jimmy would have more assurance that members have read some elements of the agreement.

Membership Options: Select the share you wish to purchase, below

Check to Select	Share Type	Estimated Volume	Start Date and Duration	Price
	Regular	See the "Share Pics" at our website for real-life pictures of our shares through the seasons	About the first week of June, for 20 weeks thereafter	\$660
	Half- Every Other Week		About the first or second week of June, and every other week thereafter for 10 weeks*	\$360
	Half- Every week		About the first week of June, for 20 weeks thereafter	\$400

Pick Up Options: Select the location you wish to pick up your share at, below

Check to Select	Site Location	Pick Up Time Frame
	Townsville, Fridays, Jojo Neighborhood	4-7pm
	Townsville, Wednesdays, Mojo Neighborhood	4-7pm
	Hamilton Grange Farm, Wednesdays	3-9pm

Member Name and Contact Information

Member Name	Member Address	Member Email	Member Phone	Communication Preference
				Circle One: Email Text

By submitting my payment, I agree that:

- My refund options are limited as described in the terms on this brochure.
- I am sharing in the risk and reward of my CSA membership as described in the terms on this brochure.
- I understand that I must pick up my CSA share between 4-7pm on the appropriate dates or my share may be donated, as described in the terms on this brochure.
- I understand that the farm will send important communications to me via email, as described in the terms on this brochure.

Jimmy may not feel he has the space for the full terms on his brochure at all. He may want to put the terms on his website or send them via email. Legally, this can still work. Jimmy could use a checkbox such as:

I have read and agree to the terms of my CSA membership, as described on

the [Lazy River website](#).

But this method risks Jimmy's practical objectives. Do we think potential members will actually go to his website before checking the box? We have legal concerns if the terms are not actually on the website, or if they are so difficult to locate that a person can't be expected to have read them through reasonable effort.

Now, let's say Jimmy doesn't have a website and doesn't want to include the terms on his brochure. Can he email the terms to members after they buy? An email after the purchase will not help Jimmy, legally or practically. If members can't see the terms before they buy, they aren't a part of the legal agreement. Also, if members already bought the share, they can't choose not to buy if the terms don't work for them.

Emailing the terms afterward is not advised, but some farmers have a way to make it work. Potential customers indicate their interest in signing up for membership, rather than actually signing up, through a form. Upon receiving the form, the farmer sends out the terms of the membership. The farmer does not cash the check or confirm that a CSA share is being held for the member until the member emails back that the terms have been read and are agreed upon. Although far from ideal, this may accomplish the legal and practical goals of the member agreement if there are no better means available.

The Expanded Agreement

We've explored the fundamental terms of any CSA member agreement with Lazy River Farm, but what about those farmers who need a little more to meet their goals? As we discussed, the legal fundamentals lay the foundation for protection in court and a basic member understanding of the sale. But the fundamental checklist is just that—the basics only. CSA farmers should consider whether an expanded agreement that goes beyond the legal basics is right for their operation. Where our goal is to prevent problems and build a strong relationship, going beyond the basics can only help us accomplish it.

Below, we have detailed several additional subjects that a thorough CSA member agreement will explore. Just as the Fundamental Agreement is illustrated through the Lazy River Farm examples, the Expanded Agreement is illustrated through Hamilton Grange Farm. The sample CSA member agreement written for Dawn begins on page 33.

CSA Member Agreement Expanded Checklist

Farm Visits, Generally

- Are farm visits welcome? Any limitations on times or places?
- Do you have rules about whether pets, children, and nonmembers may come to the farm?
- Do you have any rules or guidelines about behavior you expect from members?
- If you have an on-farm pick-up site, do you have special or different rules for your pick-up dates?

Farmers face a host of legal considerations on the subject of farm visits. Farmers who have a particularly dangerous farm site—a falling-down barn; a deep, open pond; a dangerous animal—may want to prohibit visits to avoid liability. Other farms will be more comfortable with their liability insurance and find the benefits outweigh the risks. Some farmers may choose to limit access by children, especially if the farm has risks to which children are more vulnerable. Other members' dogs can be a source of concern. With so many members, children, and pets potentially mixing, you may want to prohibit pets to keep everyone safe.

Also, if you have animals that are vulnerable to misbehaving dogs, you may want to prevent a very difficult situation (should a dog harm one of your animals) by prohibiting pets altogether.

From a customer-relationship perspective, rules can sound harsh. Consider shaping member behaviors by describing the behavior you want to encourage as well. Rely on tone and on communicating your reasons for the rules to soften any negative impact.

Communication

- How will you communicate routine, farm-related news with your members? Via email, phone, or postal mail? How often can members expect communication?
- How will you communicate any changes to policies and procedures, including delayed pick-up or delivery times, skipped weeks, or problems with billing, for example?

Looking for more information on your liability for agritourism and farm visits? See Farm Commons' guide *Hosting Safe, Legally Secure Farm Events* for more information. Available at www.farmcommons.org.

- How do you want members to communicate with you? Do you prefer different methods if the communication is about general inquiries, quality issues, or share pick-up/delivery problems?
- When can members expect a response to inquiries whether about routine questions or regarding issues retrieving a share?
- How will you notify members in the case of a change in pick-up or delivery schedule?

The member agreement is all about communication, and that includes communicating about communication! Members may be accustomed to immediate responses from business owners—they honestly may not realize you are out in the fields and unavailable at certain times. Sometimes, that's fine; being unavailable is the right choice for the farmer. Other times, you can prevent more problems if you can be reached right away. Clearly identify when and how customers should contact you about specific issues. It's also a good idea to set accurate expectations for response times. If someone calls you at the pick-up/delivery-day number about a problem and then gets a response after the time frame for share retrieval has closed, they might be annoyed.

From a legal perspective, bear in mind that you have committed to provide customers with a product. The laws behind sales can be summarized fairly easily—you have to do what you said you would do. Your agreement should have all the appropriate caveats about decreased supply due to risk and weather, unexpected delivery delays, and more. But if you don't have those provisions or don't follow them, if members don't get their purchases through actions that are your fault and you don't attempt to remedy the situation in some way, you may be legally responsible for the customer's loss. So, if you say you'll let customers know as soon as possible of a delivery delay, make all reasonable efforts to do that. The commitment behind a CSA program goes both ways—farmers are committed to members and members to the farmer.

Your Markets

- Do you supply to other markets or channels other than your CSA distribution?

- If yes, how do you distribute product among the various markets? Does the CSA have priority, do all markets share equal priority, or is priority determined otherwise?

Being clear about your markets is both a good customer-satisfaction strategy and good legal strategy. There is nothing wrong with selling into more than one market. In fact, doing so can make the farm more resilient, and thus better able to satisfy CSA customers. But, that's not necessarily what it looks like when customers see beautiful products at the store that they aren't getting in their share. In extreme cases, a failure to communicate on this point could become a legal issue. If a farmer says or creates the intentional impression that the CSA customers are the first commitment (because the customer already paid), but that commitment isn't demonstrated in practice, a customer could sue the farmer for false advertising or fraud. This is unlikely. Far more likely is the customer who does not renew or spreads misinformation about the farm to others. Both consequences illustrate the need to be perfectly clear about what a farm is and is not selling. There is nothing wrong with using a CSA program to absorb products not marketable through other channels. If that's the case, the farm should market the program with language that accurately describes such a relationship. Again, the law basically requires CSA farmers to do whatever they said they would do. This extends to descriptions of the type and quality of produce included in the share.

Products

- What kind of produce can your members expect to receive throughout the season? Can you provide a timeline or chart outlining some general ideas of what might comprise a share box at different points in the season?

Farmers reaching customers unfamiliar with local agricultural production will benefit the most from a thorough description of the products expected and their timing. Again, accurate expectations are the key to customer satisfaction. Farmers should not be worried about getting sued if they do not, in reality, produce shell peas by the end of May, as their seasonality chart might indicate. Accurate wording is key, and farmers can use a simple phrase to this effect: "This chart is an estimate of what you might expect during the season. The weather, availability of labor, pests, and many other factors affect our ability to produce certain crops at certain times—this is just an estimate."

Community

- Do you offer other benefits to members of your farm, such as u-picking, events, opportunities to purchase additional products (at full or reduced prices), or other perks?
- How are these benefits administered? Are they for an additional fee? Are they available first-come-first-served or only at specific times?

This information is important because it can relate back to one of our fundamental tenants of sales law: We need to know exactly what was bought and what was sold. To protect the farm legally, the explanation of events and opportunities should be accurately phrased. To use an example, some farms offer members the opportunity to come to the farm to pick pumpkins. Members may have different expectations about how many pumpkins the person can choose and whether there is an additional fee for the pumpkins. If the membership agreement is confusing, members may believe they have the option to come at a later date or get a pumpkin via delivery/pickup. For the purposes of the membership agreement, these problems are relatively simple to address. Imagine one form states, “Members have access to the farm’s pumpkin pick,” as compared to another form stating, “Members will receive a pumpkin at the Harvest Festival.” The latter creates the impression that a pumpkin is to be expected as a part of the membership price. It’s all about careful, accurate phrasing.



Now that we've looked at the content a thorough agreement should contain, let's look at an example of how to put all this information into a cohesive agreement.

Hamilton Grange Farm CSA Member Agreement

Welcome to membership in Hamilton Grange Farm! We are excited to have you join us. You are a valuable, integral part of our community. Hamilton Grange Farm is built on a foundation of commitment—to the land, to our animals, and to each other. That commitment is reflected in everything we do, including signing up new members.

This agreement represents our commitment to you. We will work hard to bring you the best and most delicious produce possible. We want you and your family to enjoy good eating by having a connection to the source of your food. In return, we need you to commit to us.¹¹

Please take a few minutes to carefully read through this agreement as it will help us lay the groundwork

for a successful year together. There are several places in this agreement where your information, selection, or agreement is needed. These places are highlighted in yellow.¹²

Check to Select	Share Type	Estimated Volume	Start Date and Duration ¹³	Price
	Regular	Go to our website and click on the tab that says, “See our boxes,” for real-life pictures of our shares through the seasons	About the first week of June, for 20 weeks thereafter	\$660
	Half—Every Other Week		About the first or second week of June, and every other week thereafter for 10 weeks*	\$360
	Half—Every week		About the first week of June, for 20 weeks thereafter	\$400

*Every Other Week members will be assigned to alternating weeks, according to pick-up site. We will let all members know whether their share starts on the first or second week of the season by May 15.

- 11 These paragraphs are an example of leading with a positive tone.
- 12 Long agreements can be difficult for members to follow. Make it as easy as possible for members to complete long agreements.
- 13 These clauses are examples of ways to offer predictability while remaining flexible.

Risk and Reward

Shared risk and reward is the heart of the traditional CSA model. By joining our farm, you are becoming a part of our agricultural community. Together, we agree to share in the risk and reward of farming. If the year is especially abundant, you will receive product of exceptional quality and size. If the year is a difficult one with difficult pest, disease, and weather pressures, you may receive fewer items or items of lesser quality. If we experience an extreme natural disaster, such as a flood or tornado, you may receive no further products at all.

At the same time, you can share in the abundance of the farm! We consistently hear from members that they don’t want more produce. Most members can’t use any more than we already distribute in each box. Some members want more items for canning or freezing. For those who do want more, we provide bulk product at discount rates. Beginning in August, we will announce bulk buying opportunities for our members—extra tomatoes, kale, green beans, broccoli, and pumpkins available for bulk purchase at 10% below our wholesale rates, which change each year and throughout the season. Availability and current discount pricing will be announced in our member newsletter.¹⁴

To build a strong, resilient business that can follow through on its obligations, Hamilton Grange Farm also sells at three farmers' markets. If you need more farm goodness, come by our stand! At the same time, we don't want you to worry about being shortchanged by our markets. You may occasionally see items at our farmers' market stand that aren't in your boxes. This is because we use the farmers' market to test new items. We trial new varieties and vegetables in small amounts, first, for sale at the farmers' market. If customers like them and we can produce good quality, we will grow the item at scale for all our CSA members. The farmers' markets help us build our skills, so we can confidently commit to getting our CSA members abundant items of the best quality.¹⁵

- I understand Hamilton Grange Farm's Risk and Reward Policy above, and I am agreeing to share in the risk and reward of farming, as described.¹⁶

14 As throughout this sample, these paragraphs illustrate one way a farm might explain shared risk and reward. The shared reward clause focuses on answering: What is the policy? When does it apply? How can I participate?

15 This clause illustrates how this farm might explain their level of commitment to the CSA versus other outlets.

16 The checkbox with an "I understand" phrasing isn't necessary for legal validity; however, it's nice to help members internalize their obligations by asking them to make a specific commitment.

Share Expectations

New to CSA at Hamilton Grange Farm? Welcome! We are thrilled you are considering joining us. We want you to be happy with your box. To make that happen, we'd like you to do us a favor. Go to our website and click on the tab that says, "See our boxes." There, you will find photographs of our boxes for an entire year. Does it look delicious to you? Are you excited about vibrant greens in spring, root vegetables in the fall, and waiting until August for delicious, sun-ripened tomatoes?

- Yes: I'm in!
- I'm not sure: That produce isn't quite what I expected.

Perhaps you might want to join our CSA Newbie program. With our Newbie program, you get the chance to experience the excitement and thrill of CSA without the commitment. You will receive three boxes—one in spring, summer, and fall. You pick these boxes up at our farmers' market stall.

If the Newbie program sounds like a good idea to you, there's no need to finish this agreement. Sign up at our farmers' market stand beginning in April, instead.¹⁷

Farm Events

Community is the heart of Hamilton Grange Farm! We want to see you out at the farm! As a member (up to two households per share), you get access to our farm events, below.

Tomato Festival: In late August (date TBD) please come to the farm to celebrate the tomato harvest! We will taste test all our varieties, host tomato preserving demonstrations, and enjoy homemade tomato pizzas from a brick, wood-fired oven. This event is free to members and one guest (or guest household). The tomato season is fleeting and we can only welcome you to taste test tomatoes at the Tomato Festival.

Family Yoga on the Farm: Every Saturday, members are welcome to experience Yoga on the Farm, led by fellow member Sandra Sonin. Sandra is a long-time farm member, and invites other members to join her. This event is free to members of all ages. Children must be accompanied by an adult.

Baby Animal Days: Everyone loves baby animals! Come and visit our baby chicks, lambs, and bunnies during the spring. We host Baby Animal Days three times per year. Admission is \$15 per family—up to two adults may bring up to three children per ticket. We will let you know when Baby Animal Days will be held by April 30 of next year.¹⁸

As a farm share member, you become both part of our business as well as our extended family. As such, we ask of you the same respect we ask of one another. When visiting the farm, please treat our property as you would your own home. Mind your feet and all signage that alerts you to restricted areas. Our baby plants are delicate, and we need to make sure they don't get stomped on!

Because of the delicate nature of our work and other natural unpredictable risks of farm life, we ask that you please stay by the side of your children as they explore the farm. We do our best to carefully maintain and properly account for any potential hazards, but animals and nature don't always follow the rules, so we need you to. Along those same lines, we also ask that you refrain from bringing pets onto the property other than disability assistance animals. In general, we just ask that you are mindful of your actions so that we can continue to open up our farm to you and your family.

- I understand the events Hamilton Grange Farm offers. I agree to follow all posted signs and rules at the events, and I understand that all pets must stay at home.¹⁹

- 17 This is one way to be more assertive about recruiting the kind of members that will help the farm sustain itself over the long term.
- 18 These clauses are written to be thorough: What is the event? When will it be held? How can I attend?
- 19 The checkboxes help distill paragraph-long clauses into a single sentence that the member can agree to.

Payments, Refunds and Cancellations

Please select your payment plan:

Check to Select	Payment Plan	Due Date
<input type="checkbox"/>	Full: Share reserved with payment in full at sign up	With this agreement
<input type="checkbox"/>	Partial: Share reserved with half the payment at sign up and half by July 1.*	Half with this agreement, half by July 1. See below.

* If you choose the Partial payment plan, you will receive a reminder that payment is due two weeks before July 1. We appreciate your timely payment. If circumstances arise that prevent you from paying your balance, please contact us to discuss a plan. If your payment is late and we do not hear from you, we may not pack a share for you until we hear from you. We will communicate with you via email if we can't distribute your share because of nonpayment. We thank you in advance for understanding.

If you move out of Townsville or suffer a hardship that prevents you from utilizing your share, you may be eligible for a refund of the remainder of the season. Refunds are given at the farm's discretion—please call us to discuss options. If you decide CSA isn't for you, we ask that you look for a replacement member to take over your share. The farm depends on each member's commitment to cover expenses and provide enough food for everyone. Please call us to discuss a refund.

If Hamilton Grange Farm cannot fulfill its obligation to deliver quality shares in the quantity estimated to members for reasons other than extraordinary disease, pest, and weather events, all members will receive a refund of the remainder of the season.

Receiving Your Share

Please check the pick-up site you wish to utilize, and confirm that you understand the pick-up site rules, below.

Community is the heart of CSA, and the share pick-up site is a chance to meet your neighbors and fellow members! To make sure the site runs smoothly, we have a few rules.

When selecting your site, please make sure you can retrieve your share within the pick-up time frames listed. You will be provided with your pick-up site host’s contact information via email—please read and keep this email. If you have any questions or emergencies, please contact the host. You may contact the host and arrange to pick up your share at a later time; however, site hosts may not be able to refrigerate your share.

Site rules, including where to park and how to select your share, will be provided in advance to all members via email. This information is very important—please look for it.

Check to Select	Site Location	Pick-Up Time Frame
<input type="checkbox"/>	Townsville, Fridays, North Branch Neighborhood	4-7 p.m.
<input type="checkbox"/>	Townsville, Wednesdays, West End Neighborhood	4-7 p.m.
<input type="checkbox"/>	Hamilton Grange Farm, Wednesdays	3-9 p.m.

- I understand that I must pick up my share within the pick-up time frame that corresponds to the site I selected above and that if I do not, it may be donated.
- I understand that picking up my share is my responsibility, and that site hosts may not be able to hold my share.
- I will look for the site rules via email and agree to abide by them.
- I understand that dogs are not allowed on the farm, either for share pickup or for farm events (even super-friendly dogs are not allowed, unfortunately).

Communication

Like any strong community, we need good communication. Hamilton Grange Farm will email you a newsletter every week. This newsletter will contain updates, farm event information, and recipes. We don't want you to miss out—please whitelist info@hamiltongrangefarm.com and/or check your spam folder if you don't receive our emails.

Essential information about cancellations, delays, or problems will be delivered via email or text, as indicated by the member below.

In this agreement, we listed several times and means of being in touch. Here is a helpful chart so you have this information all in one place.

Reason for Communication	Mode of Communication	Note
Farm experiences a cancellation, delay, or problem with shares	Farm will send text or email, as preferred	Please indicate preference below
Member experiences delay or problem picking up shares	Member will call the site host as soon as possible	Site host contact information contained in email sent on or around May 15
Member experiences need for a refund or has a billing question	Member will call the farm	123-456-7890
Member has other questions	Member will call or email the farm, and farm will return message within five days	123-456-7890 or info @ hamiltongrangefarm.com

Your Contact Information and Agreement

Primary Household/Member

The primary household/member is responsible for payment of the share, in full. Every share must have a primary householder/member.

Member Name	
Member Address	
Member Email	
Member Phone	
Communication Preference	Circle One: Email Text

Secondary Household/Member

The primary household/member is responsible for payment of the share, in full. Every share must have a primary householder/member.

Member Name	
Member Address	
Member Email	
Member Phone	
Communication Preference	Circle One: Email Text

Congratulations! You made it through the Member Agreement process! We are so happy you have chosen to join us. We look forward to sharing our farm with you for years to come.

To finalize your membership, please submit payment below. By submitting payment, you are indicating your agreement to this Member Agreement.

The above sample shows how Dawn might create a full, official member agreement. Now that Dawn has completed her terms, she needs to integrate them into the sales process. As we outlined above, we have two legal priorities:

1. The terms should be provided to the buyer in full, before the sale is completed.
2. The member should indicate assent to the terms in some way.

Dawn is using a different strategy than Jimmy. She takes membership payments only through her website and does not distribute paper copies. She also doesn't accept checks—only credit cards or online funds transfers. Dawn will have to work closely with her website host or developer to integrate this process. Here are some of the options Dawn might be offered:

- If Dawn's website is custom designed, her developer can break the purchasing process into several steps. Each step would present the above information in segments (i.e., membership options, risk and reward, etc.) with the final step being the submission of payment.
- If the website is not custom designed, Dawn may need to separate the

text of the terms from the selection of options. Dawn might need to have potential members read the text of the terms as the first step, and then complete all required information as the second step.

- Some website services may allow Dawn to implement a checkbox for members to accept her terms and conditions before submitting payment. In this case, Dawn faces the same questions as Jimmy did in deciding how much to include in the checkboxes and where to locate the full terms.

Exactly how to integrate terms into the sign-up process will be different for each farmer. So long as agreement is achieved before payment is taken, the terms should serve their legal purpose of defining the deal between farmer and member. Practical considerations suggest Dawn should make the agreement as easy and convenient as possible, so Dawn can have confidence that members have actually read the terms.

Conclusion

A strong CSA member agreement that protects the farm and prevents problems is a best practice for individual farms and for the CSA community as a whole. Each member agreement is a unique reflection of the farm itself: its values, its member characteristics, and the folks who run it. There is no single best CSA member agreement. The best agreements clearly reflect the farm's policies and procedures and seek assent before money changes hands. By following these precautions, CSA farms will be in a better position to defend their operations in court, should it ever come to that. Ideally, a good member agreement will create enough clarity that a judge is never needed to settle a CSA dispute.

Do you have questions or thoughts on how to improve this document? We want to hear from you. Please email us!

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RACHEL
REPONDS

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