

Dixie Chile Ranch CSA Agreement

Terms and Conditions:

Please read this carefully and keep for future reference.

This Community Supported Agriculture (“CSA”) Agreement governs the terms and conditions of the relationship between Dixie Chile Ranch (“the Farmer”) and the CSA Member (“Member”).

I. Terms of the Agreement

The terms of the Agreement between Member and Farmer are contained within this agreement. The Member receives a Full Share of produce for a number of weeks specified by their annual payment *in full* no later than one (1) week before the Delivery start date.

II. Philosophy of this CSA

Community Supported Agriculture is a relationship beyond a simple exchange of produce for cash.

It is based on mutual respect between CSA members and the farm community.

It is very important that Members be mindful of the following:

A) The Farmer relies on income from the CSA to operate the farm.

B) The Farmer plants and tends crops for months before the Member sees them in their shares.

Each share represents the work and attention to detail of the Farmer and his crew to seed, transplant, weed, grow and harvest members’ prepaid shares.

III. Farmer Responsibilities

In accordance with the above-described philosophy, the Farmer works dutifully, diligently and in good faith to bring the Member the freshest produce possible within the peak seasons.

IV. Member Responsibilities

To receive the freshest produce possible from the Farmer and with a recognition that your share will be available to you as agreed upon, it is important that the Member on the designated delivery day have a 25-quart cooler with ice or other cooling medium inside, readily accessible at their residence or business for their weekly delivery of locally-grown produce. Pets cannot be roaming the yard or area.

V. Abandoned Shares

It is our policy that any abandoned shares shall be donated to charity by noon the following day, unless members have contacted us and received confirmation to pick up their orders at the Dixie Chile Ranch (3159 E. Union Grove Rd., Kenton, TN), also on the day following their scheduled delivery. ‘Abandoned’ in this context means the member failed to leave a cooler available for their delivery, or to restrain their dog or other pet from roaming the yard or area.

VI. Vacation Hold

A) Members are limited to a maximum number of two (2) vacation holds per 16-week term. Please notify the CSA coordinator via email dixiechileranch@gmail.com **at least seven (7) days** before you wish your share to be on hold.

B) When members have exceeded their two (2) vacation holds or have forgotten to give adequate notice for a vacation hold, we encourage them to gift their share to their family or friends.

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This is a great way for members to share the CSA experience. Please explain to your family or friends how to pick up your share, the day and time of pick-up.

Members may also notify the farm if they would prefer to donate their week's share to a local food accepting charity.

VII. Refunds and Cancellations

A) Member's Policy. Member may cancel their Full Share upon written notice to Farmer **One (1) week prior** to the beginning of the Member's term. Member will be assessed a twenty-dollar (\$20) cancellation fee to cover administrative costs.

B) After One (1) week before the beginning of the Member's term the Member has the following options:

1. Assign the Member's Shares to another individual in the same city as they were originally taking delivery. (Any compensation for this arrangement is solely between the member and the individual to whom they assign their membership.)
2. Assign it to a Food Accepting Charity or to a needy family.
3. Forfeit the membership shares for that year. (Farmer reserves the right, at his discretion, whether to refund any pro-rated share of Member's fees, less a \$20 processing fee.)

C) Farmer's Policy. At the Farmer's discretion, Farmer may cancel this Agreement for Member's failure to follow their responsibilities contained in this Agreement. In the event of cancellation by the Farmer, Farmer reserves the right to decide whether to refund any pro-rated share of Member's fees. Member will be notified in writing of the reasons for the cancellation.

VIII. Risk

As stated above in Paragraph II, one aspect of a CSA is that Members support their Farmer.

To do so, the Members share in the inherent risks of agriculture (crop-damaging weather, drought, plant disease, early frost, crop failure and so on) and rewards (the bounty from a good season).

Farmer purposefully plans for such contingencies and uses growing techniques that protect the harvest, minimize risk to members and optimize the rewards: growing a wide variety of crops, cover cropping, crop rotation and irrigation.

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

If there is a total crop failure at any time during the delivery period, the Farm will do its best to acquire quality locally-grown produce from other farmers in the area to fill orders. If this isn't possible and the Farm has to halt deliveries for the year, any remaining pro-rated member's shares will be credited towards the next year's CSA membership.

IX. Communication

Please reach us by email at dixiechileranch@gmail.com or by phone at 731-225-0456

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Member's Details and Signature

1. This CSA Agreement between the Farmer and Member will be for a period of _____ Weeks with Member's Term beginning on or about the week of _____, Month of _____, 20 _____. *This start date is subject to weather and harvest-ready produce. We will notify each member by email if there are any delays in starting Home and Business deliveries. (God and mother nature are in control of our actual start date.)*
2. Member's delivery address is _____
City _____
Location of Cooler with ice for Delivery _____

3. The farm will notify the member each Sunday evening or Monday morning in a group email as to what items will be included in their CSA Box for delivery that week. When available, they will have the choice of a box with HOT peppers or one WITHOUT hot peppers.
4. The Contents of the CSA Box will be solely at the discretion of the Farmer, based on what is available for harvest.
5. Annual CSA Membership fee for 2020 is \$400 for a total of 16 weekly deliveries of one box of locally-grown produce. The CSA box is 11" x 17½" x 7".

Member, by signature, agrees to all terms and conditions outlined above.

Signed:

Member

Print Name: _____

Signature _____ Date ____/____/20____

Farmer

Dixie Chile Ranch 3159 E. Union Grove Rd., Kenton, TN 38233

Name: Timothy D. Brady Initials _____

Signature _____ Date ____/____/20____