

COMMUNITY-SUPPORTED AGRICULTURE (CSA) MEMBERSHIP AGREEMENT

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This Community-Supported Agriculture Membership Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FARM LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietorship or limited liability company] with its principal place of business at [FARM ADDRESS] (the "**Farm**"); and

[MEMBER NAME], an individual residing at [MEMBER ADDRESS] (the "**Member**").

The Farm and the Member are each a "**Party**" and together the "**Parties**."

Recitals. The Farm operates a community-supported agriculture program under which members pay in advance for a share of the Farm's harvest and, in doing so, share both in the Farm's bounty and in the ordinary risks of farming. The Member wishes to purchase a share and support the Farm. This Agreement sets out the share, the price, the delivery arrangements, and the shared-risk understanding that is fundamental to the CSA model. In consideration of the mutual promises below, the Parties agree as follows.

1. The Share

1.1 Share purchased. The Member is purchasing a [FULL / HALF / CUSTOM] share for the [SEASON/YEAR] season (the "**Share**"). A Share entitles the Member to a portion of the Farm's harvest as it becomes available during the season, distributed as described in Section 3.

1.2 Contents and variability. The contents of each distribution vary by week and by season and depend on what the Farm harvests. The Farm will use reasonable efforts to provide a varied and adequate selection of [VEGETABLES / FRUIT / EGGS / FLOWERS / OTHER PRODUCTS], but the Member acknowledges that no specific item, quantity, or value in any given distribution is guaranteed.

1.3 Add-ons. The Member may, at the Farm's option and for additional cost, subscribe to add-on shares such as [EGGS / DAIRY / MEAT / BREAD / FLOWERS] as described in Schedule A or the Farm's enrollment materials.

1.4 Season dates. The season is anticipated to run from approximately [START DATE] to [END DATE], comprising approximately [NUMBER] distributions. Exact start and end dates depend on growing conditions and may shift.

2. Price and Payment

2.1 Share price. The total price of the Share is [\$ AMOUNT] (the "**Share Price**").

2.2 Payment options. The Member will pay the Share Price by [ONE OF: a single payment due on or before [DATE]; installments of [\$ AMOUNT] due on [DATES]; or as otherwise stated in the enrollment materials].

2.3 Payment is advance funding. The Member understands that the Share Price is paid in advance to help fund the Farm's seeds, labor, equipment, and operating costs for the season, and is not a payment per delivery or per item.

2.4 Late or missed payments. If an installment is not paid when due, the Farm may, after **[NUMBER]** days' written notice, suspend distributions until the balance is paid or treat the Member's enrollment as withdrawn under Section 6.

2.5 Sliding scale / assistance. **[OPTIONAL: The Farm offers a sliding-scale or subsidized share. If the Member is participating in such a program, the applicable terms are: _____.]**

3. Distribution and Pickup

3.1 Pickup location and time. Distributions will be available at **[PICKUP LOCATION(S)]** on **[DAY(S)]** between **[TIME]** and **[TIME]**, or by delivery to **[DELIVERY AREA]** where the Farm offers delivery for an additional fee.

3.2 Member responsibility to collect. The Member is responsible for collecting the Share during the stated window or arranging an authorized substitute. A Share not collected during the window is, unless the Farm states otherwise, forfeited and **[donated / composted / made available to others]**, with no credit or refund.

3.3 Missed pickups. The Farm **[will / will not]** hold a missed Share. Where the Farm offers a make-up or hold policy, it is: **[DESCRIBE, e.g. notify by [TIME] to arrange a one-time hold; limited number of holds per season]**.

3.4 Vacation holds and swaps. The Member may request to **[hold / donate / reschedule]** distributions for planned absences by notifying the Farm at least **[NUMBER]** days in advance, subject to the Farm's policy.

3.5 Bring containers / handling. The Member will follow the Farm's reasonable instructions for distribution, including bringing bags or containers and handling produce safely after pickup.

4. Shared Risk and No Guarantee of Yield

4.1 Nature of the CSA model. The Member understands that the central premise of community-supported agriculture is shared risk: by paying in advance, the Member shares in the abundance of a good season and in the shortfalls of a poor one.

4.2 No warranty of yield. The Farm does not warrant or guarantee any particular quantity, variety, value, or continuity of produce. Weather, pests, disease, crop failure, equipment failure, labor shortage, and other ordinary and extraordinary farming risks may reduce or interrupt the harvest.

4.3 Effect on the Share Price. Except as provided in Section 6, the Share Price is not adjusted, prorated, or refunded based on the size or value of any distribution or on a poor harvest, because the Member has agreed to share the Farm's risk.

4.4 Catastrophic loss. In the event of a catastrophic loss that prevents the Farm from providing a meaningful portion of the season's distributions, the Farm will communicate with members and **[describe the Farm's policy, e.g. offer a partial credit toward the next season, substitute sourced produce where feasible, or other remedy]**. This is the Member's sole remedy for crop loss.

5. Food Safety and Allergens

5.1 Growing practices. The Farm follows **[CERTIFIED ORGANIC / NATURAL / CONVENTIONAL / SPECIFY]** growing practices. The Farm makes no representation beyond what is stated here and in its public materials, and any certifications are as held by the Farm at the time.

5.2 Washing and handling. Produce is a raw agricultural product. The Member is responsible for washing, storing, cooking, and otherwise handling produce appropriately before consumption.

5.3 Allergens. Produce is grown and handled in an environment that may contain allergens. The Member is responsible for evaluating products against the Member's own dietary and allergy needs.

6. Withdrawal, Cancellation, and Refunds

6.1 Member withdrawal. The Member may withdraw before the season begins for a refund of **[FULL / PARTIAL — SPECIFY]** of the Share Price, less any non-refundable deposit of **[\$ AMOUNT]**. After the season begins, refunds are **[available on a prorated basis for distributions not yet provided, less costs / not available because the Share funds the season's costs — choose and state clearly]**.

6.2 Farm cancellation. If the Farm cancels a Member's enrollment for reasons other than the Member's breach, the Farm will refund the unused portion of the Share Price on a prorated basis.

6.3 Breach by Member. If the Member materially breaches this Agreement (including non-payment), the Farm may terminate this Agreement on written notice, and refund handling will be as stated in Section 6.1 for post-season-start withdrawals.

6.4 Consumer protection. Nothing in this Section limits any non-waivable refund, cancellation, or cooling-off right the Member may have under applicable state or local consumer-protection law.

7. Member Conduct and Community

7.1 At the Farm and pickup sites. When at the Farm or a pickup site, the Member will follow posted rules, respect Farm property and staff, supervise children, and not enter restricted or hazardous areas.

7.2 Volunteer or work options. **[OPTIONAL: If the Member participates in any work-share or volunteer activity, the Member does so voluntarily, assumes the ordinary risks of farm work, and will follow the Farm's safety instructions. Any work-share credit terms are: _____.]**

7.3 Communications. The Member consents to receive season communications (newsletters, pickup notices, weather alerts) by **[EMAIL / TEXT / OTHER]** and may opt out of non-essential communications at any time.

8. Liability and Assumption of Risk

8.1 Assumption of risk on premises. Farms are working agricultural sites with inherent hazards. To the extent the Member or guests enter the Farm or pickup sites, they do so at their own risk and assume the ordinary risks of being on a farm.

8.2 Limitation of liability. To the maximum extent permitted by applicable law, the Farm's total liability arising out of or related to this Agreement will not exceed the Share Price paid by the Member, and the Farm is not liable for indirect, incidental, or consequential damages. Nothing in this Section limits liability that cannot be limited by law, including liability for gross negligence or willful misconduct.

8.3 No limitation of product liability beyond law. Nothing in this Agreement waives any product-liability right the Member has under applicable law for unsafe food caused by the Farm's negligence.

9. General Provisions

9.1 Independent relationship. The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship, and the Member is a customer, not an owner, of the Farm.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and disputes are subject to the exclusive jurisdiction of the state and [small claims / other] courts located in [COUNTY, STATE].

9.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice of the dispute.

9.4 **Notices.** Notices must be in writing (email is acceptable) and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, together with the Farm's enrollment materials and any Schedule A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing (including email confirmation) agreed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature or online enrollment confirmation, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE FARM	THE MEMBER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
Date: _____	Date: _____

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