

# Model CSA Member Agreement and Guide

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This model agreement was made possible, in part, through a grant from the North Central Risk Management Education Center and the USDA National Institute of Food and Agriculture, Hatch Project NO. ILLU-470-309. Any opinions, findings, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily reflect the view of the funding agency.

Disclaimer: This article does not provide legal advice or establish an attorney client relationship between the reader and author. Always consult an attorney regarding your specific situation.

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## **Introduction**

This Model Member Agreement was prepared to serve the needs of CSA farmers and the CSA community for a comprehensive agreement that protects both the farmer and member. We believe that this agreement can improve communication between farmer and member, which will also improve customer retention and the strength of the CSA model long into the future. From poultry to cheese, grain, or vegetable producers, we encourage all CSA farmers to look closely at this document and use it as model for their membership agreement.

### **Tips for using this Model Member Agreement:**

- The text of the Model Member Agreement is on the top.
- The “Annotations” section below the Agreement language explains the text above, offers suggestions, and discusses different scenarios. As the annotations merely serve to explain the Agreement text, they should not be included in the actual member agreement offered to potential members.
- The brackets in the Agreement text indicate where the user should change the Agreement language to be specific to his or her farm.
  - For example, “Our CSA runs for [number] of weeks, from [month] to [month]” should become, “Our CSA runs for 20 of weeks, from June to October.”
- Bold type is used where the farm should choose from amongst options. When adapting this form for your farm, delete the options that do not apply to you as well as the bolded text.
- To avoid extensive reformatting, download the version without annotations before you adapt the agreement for your farm.

## Member Agreement for [Year]

### Farm Contact Information:

[Name of Farm]

[Address]

[City, State, ZIP]

[Phone Number]

[Email]

### Member Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

We, the farm, wish to provide you with fresh, local, seasonal food and you, the member, wish to receive a portion of our harvest. This agreement outlines our shared commitments to that relationship.

## Annotations

### *Why is this section at the beginning of the agreement?*

We chose to structure this form as two forms in one. First, it's a membership agreement because it outlines member and farmer obligations. Second, it's a membership sign-up sheet. We believe there are several advantages to using one form for both. By outlining all the rights and responsibilities of membership at the same time that the individual signs up, the potential member can make a more informed choice about whether a CSA is right for their family. Also, because the member has to read the agreement to sign up for a CSA, it's much more likely that the member will read carefully.

By contrast, using a brief sign-up sheet with a supplemental manual or agreement makes it less likely that members will actually read it or carefully consider its terms. Informed members make for efficient business. Think of all the time CSA farmers could save if all members understood how the drop site worked and what to do if they can't pick up their share? As an alternative to using this document as a sign-up sheet, farms can nonetheless adapt this proposed text by asking the member to check a box indicating that he or she has read a separate manual or agreement when signing up, but it may not be as effective.

Lastly, by including sign-up with the terms of membership, the member clearly understands that they, as well as the farmer, have an obligation to fulfill. This form purposely looks like a formal agreement. Although that may be off-putting, many farms benefit when members take the CSA seriously. This form helps set that tone. Most formalized agreements include a title page with names and addresses on the first page, so this one does as well.

*I have a signup sheet on the back panel of my brochure, which I leave at my church and at the grocery store. I can't print out this agreement and use it as a signup like that. What should I do?*

You might consider converting the sign-up sheet in a farm brochure into a membership request form. Then, you could email or send the full agreement for the new member to complete, print, and sign.

*Does the last phrase mean the farmer is legally obligated to do everything in this agreement and that he or she could be sued on that commitment?*

This phrase does make the agreement enforceable between the farm and the member. We acknowledge that this may discourage farms from using a formal agreement because of concerns that it makes a lawsuit more likely. However, we believe a formal agreement will make a lawsuit less likely. By taking money up front, the farm has an obligation to members even if an agreement is never signed. The farm is on the hook, regardless. This agreement doesn't give the member permission to sue; the member already has that ability. Instead a clearly worded agreement makes sure the farm and members understand their respective commitments to each other, which makes a lawsuit less likely.

A farm is not better off by avoiding making commitments to members altogether. If a lawsuit is filed and there is no written agreement, then the court will decide what the parties' commitments were. That may be an unpredictable and expensive process. By setting the terms of the CSA beforehand, the farmer can better control a lawsuit if the unfortunate occurs. Further, this agreement can protect a farm if a lawsuit is filed. By clearly stating the obligations the farm is prepared to fulfill and then following through, this agreement will be there to back the farm up.

*How to adapt this section:*

Fill in your farm's contact information and the appropriate year. If you allow members to split a single share between multiple households, add additional contact information boxes.

## Section 1. Introducing Our CSA Farm

### A. Becoming a Part of Our Farm

Community Supported Agriculture (CSA) is a relationship between our farm and you as our customer. Rather than simply purchasing food, our customers become “members” of this CSA farm who receive a portion of the farm’s harvest.

Our CSA runs for [number] of weeks, from [month] to [month]. Members are responsible for showing up at [the farm/pick-up site/drop-off site] [each week/every other week] to pick up your share of [freshly harvested produce/meats/goods]. You will generally receive [weight/volume] of [vegetables/fruits/meat/poultry/cut flowers/eggs/etc. or a combination of the above], equivalent to [one/two] grocery bags of produce, with [two/three] bags during peak season. Detailed information regarding pick-up is discussed below in Section 3. Variety and quantity may vary as described below in Section 2.

### Annotations

*Why include this section in a CSA member agreement?*

Many potential customers will not clearly understand the CSA concept before they join one. You set the right tone for a relationship with your member by immediately sharing your personal perspective on CSA. Even if your customers are familiar with CSA, the CSA experience you offer may be different than the customer’s prior experience.

What the customer is purchasing is just as important as why. Writing out a detailed description of what the customer will actually receive helps customers make an informed decision. Helping your customer make an informed decision is important for your business because the informed customers that do sign up are the ones most likely to be happy with their CSA experience.

*How to adapt this section:*

In the first paragraph, summarize your perspective on CSA. The text above is a suggestion.

In the second paragraph, detail the exact number of weeks, date ranges, and products you deliver. Include volume estimations that are as accurate as possible and take into account seasonal variations. Use measurements that the average customer will understand. For example, “bushels” may not be the best choice.

*Additional suggestions:*

If you haven’t decided exactly what to deliver yet, wait to take sign-ups until you are certain of paragraph two. Customers who feel misled or disappointed because they weren’t aware of what to expect may not return next year, and customer turnover causes more problems in the long run than fewer customers overall.

## Section 1. Introducing Our CSA Farm, Continued

### B. Our Growing Practices

The farm is [USDA Certified Organic/Certified Naturally Grown]. [Insert a description of your certification program such as: “Certified organic meat, poultry, eggs, and dairy products come from animals that are not given antibiotics or growth hormones. Organic produce is grown without using specific conventional pesticides, fertilizers made with synthetic ingredients or sewage sludge, bioengineering, or ionizing radiation. For more information about organic production please ask. We’d be happy to tell you more.” Or “Certified Naturally Grown (CNG) is similar to organic certification because it requires compliance the standards for organic certification. However, the inspection and record-keeping requirements are different. We are happy to tell you more about CNG at any time.”]

Our animals are [free range/grass-fed]. Free-range animals are allowed continuous access to the outdoors during their production cycle. Grass-fed animals receive the majority of their nutrients from grass throughout their life.

OR

The farm is not currently certified, but we are in the process of becoming [USDA Certified Organic/Certified Naturally Grown/another certification program].

OR

[Insert unique description of your farming practices].

## Annotations

*Why include this section in a CSA member agreement?*

Potential members reading your sign-up sheet may not know that different CSA farms follow different production standards. Your members also may not realize that words such as “organic” and “grass fed” have specific definitions followed by all farms. This section outlines production methods and rough definitions to correct these common misunderstandings.

*How to adapt this section:*

The text above provides three specific examples of how you might explain your production practices to your members. Select the appropriate certification program, if you follow one. In the alternative, write your own description from scratch.

*Additional suggestions:*

You may be stopping, starting, or switching certification programs during the season. In that case, outline a description of the practices you know you will follow throughout the season. This section is also a great marketing opportunity. Your potential customers are likely reading other CSA sign-up sheets at the same time. Take this opportunity to share your distinction with them.

## Section 1. Introducing Our CSA Farm, Continued

### C. The Products We Expect for [Year]

The chart below outlines some of the [vegetables/meat/cheese/etc] we hope to deliver and when you may see them in your share. This chart is based on our best estimate, but of course weather, pests, and other events will affect actual production.

Month Harvested	Expected Crops
April to May	Arugula, Asparagus, Lettuce, etc.
June to August	Beets, Broccoli, Carrots, etc.
September to October	
November to December	

### Annotations

*Why include this section in a CSA member agreement?*

Your CSA may be a member's first introduction to local food. Before they join your farm, a "vegetable" means iceberg lettuce and "poultry" means boneless skinless chicken breast. You likely will need to educate at least some of your members. Describing your products and their seasonality begins the process. Education is a practical objective too; disappointed members are bad for business. A chart will help shape realistic expectations.

*Isn't this agreement enforceable? What if I don't have beets by June?*

No, this agreement does not require you to produce beets by June. If you use the words suggested (some, may, estimate, etc.) in the text, you aren't committing to a production schedule.

*How to adapt this section:*

Based on your past production, neighboring farm experiences, or other factors, enter your expected products and their timeframe into the chart above. If you have the space, enter as many items as possible. If space is limited, list a mix of familiar and unfamiliar products. We don't recommend a list of products without any timeframe because your potential members may have no experience with seasonal eating.

*Additional suggestions:*

For meat producers, including the form of product you deliver such as whole chickens, bulk sausage, unsliced bologna, etc. is ideal. For all producers, use the metrics you feel comfortable with, whether that's spring, summer, and fall or early, middle and late, or specific months.



## Section 2. Our Shared Commitments

### A. Sharing in the Risk of Crop Failure

We promise to do our best to provide you with a bountiful share each week. The quantity of [produce/grain/flowers], however, may vary from [week-to-week/month-to-month/season-to-season] due to extreme weather, insects, or other production factors despite our best efforts. By joining our CSA, you are agreeing to share the risk of crop failure with us and other members. In the unlikely event of a crop failure, our procedure is as follows:

If only a small portion of crops fail, we compensate for the failed crops by filling your share with other crops grown on the farm that are ready for harvest at that time. If a large portion of crops fail, we may not be able to deliver any product in some weeks.

OR

If only a small portion of crops fail, we compensate for the failed crops by filling your share with other crops grown on the farm that are ready for harvest at that time. We may cover for a crop loss by buying in from [other local farmers generally/other farms with the same certifications as our farm/a specific farm]. This may not be a feasible option for all crops because of cost or widespread failure.

For example, [insert example of how your farm has handled crop failure in the past if possible].

## Annotations

*Why include this section in a CSA member agreement?*

Many potential CSA members will have a general concept of the “shared risk and reward” in joining a CSA. But what does that concept mean in practice to your farm specifically? Many farms choose to buy in some crops to fulfill member expectations. By explaining this precisely, you may attract additional members that are otherwise worried about an empty box each week. If your farm more narrowly adheres to the concept of shared risk and reward, your potential members should understand that.

*How to adapt this section:*

We have suggested language for farms that do not buy in and for those that do. Select between them or write your own precise description of how you handle crop loss. Include a brief example of how you’ve handled crop losses in the past, if possible.

*Additional suggestions:*

As CSAs spread across the country, stories will inevitably be told between neighbors about farms that didn’t deliver products. It may be worthwhile to explain ways your farm prevents a total crop failure. For example, describe your irrigation capabilities, knowledge of insect control, or other factors that make a crop failure unlikely.

## **Section 2. Our Shared Commitments, Continued**

### **B. Sharing in the Reward of Crop Surplus**

#### **If your farm is exclusively a CSA farm:**

Our farm is exclusively a CSA farm and all our production is planned for the CSA. When crops are especially abundant, we pack as much as possible into your share. However, we don't want to overwhelm our members or deliver so much produce that it goes to waste. When we feel that members have received enough of certain crops, we will handle the surplus by [donating it to a food pantry or shelter/inviting members to harvest themselves/setting it out for member pick-up/etc]. We may experiment with new varieties of [vegetables, fruits, grains, herbs, or flowers] so that we can increase diversity. [These crops will be distributed as equitably as possible but all members of the CSA may not receive all items/all CSA members will receive a small sample of these varieties].

#### **If your farm segregates certain production for the CSA:**

In addition to our CSA, our farm sells to [farmers markets, restaurants, grocery stores, local schools, and/or wholesale distributors]. We segregate our production for the CSA by [allocating separate plantings or livestock/dedicating certain fields to the CSA]. When production of our CSA segregated crops are especially abundant, we pack as much as possible into your share. However, we don't want to overwhelm our members or deliver so much produce that it goes to waste. When we feel that members have received enough of certain crops, we handle the surplus by selling it [at the farmers market/to our restaurant buyers/etc.] Please note that we produce some items exclusively for our other outlets. You may see our products at [the farmers market/in the grocery store/etc] that you will not receive in your CSA share.

#### **If your farm does not segregate CSA production but does give it top priority:**

In addition to our CSA, our farm sells to [farmers markets, restaurants, grocery stores, local schools, and/or wholesale distributors]. Although production is not segregated, our CSA receives priority. After filling our CSA share with the week's harvest first, the remainder is sold to our other markets.

#### **If your farm does not segregate CSA production and assigns it the same priority as other markets:**

In addition to our CSA, our farm sells to [farmers markets, restaurants, grocery stores, local schools, and/or wholesale distributors]. We balance priority of the CSA with our other markets. This allows us to select a consistently full and diverse share to our customers while avoiding over-delivering any one product.

## **Annotations**

*Why include this section in a CSA member agreement?*

As CSA becomes more popular, we hear more and more stories of members who receive less than expected or poor quality items only to find their farmer at the market with large piles of good-looking produce. Farmers generally have good reasons for this, but those reasons often are not communicated to members. Unfortunately, this may create suspicion and make it less likely that members will return or recommend CSA others. All CSA farmers are hurt by this lack of communication. Further, if a farm states

that members “share in the risks and rewards” the farm is obligating itself to allocate some of the abundance to CSA members.

*How to adapt this section:*

We drafted four separate options for different farms. Select the option that fits your farm. Then, edit the content in brackets to explain how you decide what goes to the CSA and what goes to other markets. We have tried to include other scenarios where members may wonder if they are receiving the rewards of good production. If you can think of other situations where your members might encounter your product, explain the situation in this section (and feel free to send these suggestions to the authors to include in future editions).

*I don't use one strategy for dealing with surplus- I do what makes sense at the time.*

The language of this section can be phrased generally if you are uncomfortable stating a specific procedure. For example, you might only state that members receive as much surplus as you think they can use with the remainder used by the farm.

*My farm balances the CSA priority with other markets, but my members always receive a lot of product. I don't want to use your suggested language because it doesn't sound very nice to a potential member.*

We understand that farmers may not want to use the fourth option because it doesn't offer “perks.” However, that doesn't mean members won't choose their CSA. Many members do not want 50 zucchini per month. Our goal is to help farmers create clear and accurate agreements. An accurate agreement will protect the farm and ensure members' expectations are appropriate. Rather than market on shared abundance, these farmers could market their CSA on other advantages such as shares that are consistently full or delivered for a longer season.

*Additional suggestions:*

This section may not be suitable for meat CSAs or others that do not have variable production. Some CSA members are disappointed to find that high quality produce is sent to other markets and the remaining second quality items are distributed to CSA members. Farms with this strategy may also need to think differently about how they market shared reward.

### Section 3. Picking Up Shares

You are responsible for picking up your share [each week] from your drop site. Place a check mark next to the drop site you would like to use from the list below.

CHECK YOUR SELECTION	City or Neighborhood	Name of Location, business, homeowner, or organization	Address	Day	Time
	Highland Park	Highland Park Community Building	123 Market St., Highland Park, IL	Tuesdays	6pm-7pm
		Highland Park Farmers Market	123 Springfield Ave. Highland Park, IL	Wednesdays	4pm-6pm
	Lincoln Park	Bob Jones's house	123 Market St., Lincoln Park, IL	Mondays	6:30pm-7:30pm
		Barking Dogs, Inc.	123 Springfield Ave. Lincoln Park, IL	Mondays	5:30pm-7pm

You are responsible for observing our drop site rules, which are as follows:

1. [Bring your own bag and leave the box at the site/Return last week's box every week]
2. Pick up your share within the timeframe stated. Although we deliver high-quality produce to the site, it will decline quickly if not picked up in time.
3. Be respectful of our drop site hosts' property.
4. Follow additional rules posted at your drop site regarding [parking/use of certain entrances/boxes].

If you cannot pick-up your share, you must arrange for someone else to pick it up for you. You are responsible for explaining the pick-up location and procedures to your substitute. [If your farm can make other accommodations, explain them here.] If you wish to change your drop site, you must [insert procedure here]. Shares that are not retrieved within the pick-up time will be [donated to a charity or food pantry/donated to the drop site host/sold at the farmers market].

We take the safety of your food seriously. [Your safety practices here]. For your added protection, wash all produce before eating and put frozen products in the freezer as soon as possible.

### Annotations

*Why include this section in a CSA member agreement?*

Many CSA members say the drop site location and day of the week is the most important influence when choosing a CSA. Your potential members will likely want to know this information before they commit to your farm. Many mishaps occur at drop sites, so being as clear as possible will help prevent future headache, lost boxes, and disappointed customers. We also recommend that you stress the times that the

drop site is open for pick-up. If members go to retrieve their share after hours or in the dark, accidents can happen. The pick-up section is also an ideal place to discuss food safety.

*How to adapt this section:*

We have provided one format for presenting the drop site information. There are many other ways to present the information, although we recommend including all of the above categories. Below the chart, list all the rules you expect members to follow when picking up their share. We have provided some sample rules. Make sure members clearly understand the procedure for picking up the share and the consequences of not retrieving their share.

Adapt the last paragraph to allocate food safety responsibilities between farmer and member. Because food safety is such an important issue, we recommend you describe the specific steps you take such as washing the produce, testing your water for contaminants, immediate refrigeration, and other recommended practices. If you have Good Agricultural Practices or other food safety certification, include that here. It's good to conclude with a gentle reminder that food safety is also the member's responsibility and that common sense dictates that fresh foods should be washed before eating.

## Section 4. Member Fees

By selling membership in advance of the growing season, CSA reduces the burden of up-front costs for the farmer. Your membership fees provide us with money to purchase seed and equipment before the season starts, and we appreciate your commitment. Place a check mark next to the share type you would like from the list below.

CHECK YOUR SELECTION	Share Type	Share Size	Price if postmarked before [Date]	Price if postmarked after [Date]
	[Vegetable]	[Full Share]	\$XXX	\$XXX
	[Vegetable]	[Half Share]	\$XXX	\$XXX
	[Poultry]		\$XXX	\$XXX
	Total Amount Due: (add up your selections)			

CHECK YOUR SELECTION	Payment Preference
	I wish to pay my membership fee up front.
	I wish to pay my membership fee in [number] installments.

If you chose to pay the membership fee upfront, please enclose a check for your total amount due, made payable to [Farm Name] with this signed agreement form. If you chose to pay the membership fee in installments, please enclose [number] checks dated [DATE, DATE, DATE] with this signed agreement form. By submitting an agreement form you are agreeing to pay the membership fee for the share you indicated above.

**If you do not issue refunds after a certain date, also include:**

All payments are non-refundable [date/beyond the fourth week of the season].

### Annotations

*Why place this section here in a CSA member agreement?*

We placed the sign-up portion of this model agreement at the end of the agreement to encourage members to read the entire agreement.

*How to adapt this section:*

The charts should be filled in with each of your share options and prices. If you don't have early-bird pricing or only allow one upfront payment, delete the parts that don't apply. If you have a specific cut-off date for refunds, include the last sentence. If you have already this information included in your current sign-up sheet, include it in this section of the Agreement. If you have a procedure for handling bounced checks, include it here as well.

## Section 5. Communicating with Us

The best way to communicate with us is via [email/phone]. Our [email/phone] is [ ] and the best times to reach us are [times]. We will do our best to respond as soon as possible, but please understand that we spend most of our time in the field growing your food and not at our desk. Please contact us with any news of the following: changes to your postal or email address, changes to your drop-site location, problems with your drop-site, or dissatisfaction with your share.

We will communicate with you by email. When you sign up, you will be added to our distribution list. Please read your email from us. We depend on being able to communicate important information such as necessary changes to your distribution schedule or to our farm events. Every [week or month], we will email an [update or newsletter] giving you information about the crops available that [week or month], recipe ideas, or other farm related news.

By signing below, I agree to purchase the membership share indicated in Section 4. I understand that, although unlikely, the farm may change parts of this agreement related to production and distribution from time to time. I understand that they will contact me via email in advance of any changes to this agreement.

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Annotations

*Why is this section in a CSA membership agreement?*

Because farming is unpredictable, mishaps occur at drop sites, and your members' lives change throughout the season, it's important to stay in touch. By giving members clear direction in how to reach you, members won't be checking their email every five minutes for your response about whether they can change the site for their share... when you're out the field for the next five hours harvesting it.

*How to adapt this section:*

In addition to filling in the brackets with your preferred contact method, edit the entire section for your preferences regarding communication. If you'd like notice of more or different events than those in the first section, make those changes. If you do not issue a newsletter or don't want to commit to one at a specified frequency, delete or edit the last sentence of the second paragraph.

If you allow individuals to split shares, you may want to include a second signature line to capture the name and signature.