

# The Napolitano Family Farm CSA Member Terms and Conditions

## PAYMENT

1. Your membership share cost is due in full by March 31, 2022. Your membership fees provide us with money to purchase seed and equipment before the season starts, and we appreciate your commitment.

## SHARE RISKS

2. Each member's weekly share will vary according to the weather and the season and that the amount and content of my share is not guaranteed. I understand that crop failure, pests, disease, and weather will affect the Napolitano Family Farm (hereinafter "the Farm") and my share of the produce. I have been given no guarantees as to any amount, quality, or type of produce or the contents of the share I may receive from the Farm. Any complaint of such may only be directed to the Farm in the manner of a suggestion for the next growing season.

3. The harvest season is 16 or 20 weeks long and runs from Mid June through Mid-October. The weekly share is based on the average amount harvested. The Farm will attempt to provide to each member a minimum value of \$30.00 worth of produce a week.

4. The Farm will act in good faith to provide fresh produce to each member over the 20 weeks. In the extreme unlikelyhood that a circumstance outside the Farm's control (severe weather, natural disaster, war, disease or insect damage, etc.) occurs and the Farm is unable to continue providing weekly shares, all members will be notified via email at the earliest commercially reasonable time.

5. If a share is not picked up either at the farm or pickup location, your share for the week is forfeited and you will not be reimbursed for the missed share. **If you cannot pickup your share, please arrange for someone else to pick it up.**

## INDEMNIFICATION

6. I understand that the Farm is a working farm and visiting the Farm presents some risk of injury, including, but not limited to serious personal injury, death, or damage to me property.

7. I agree that I (and my family, heirs, and assigns) release the land owners, the farmers, The Sisters of St Joseph, or their officers, owners, employees and agents from any and all liability for any injury to me, my family, guests, or damages to any of our property that might occur at the Farm.

8. I (and my family, heirs, and assigns) assume all risks associated with my participation on the Farm and understand that I am solely responsible for all costs, including medical and hospital bills, for any injury to my person or property arising out of or from me participation at the Farm.

**Cancellation and Termination**

9. The Farm reserves the right to reasonably cancel a membership for behavior deemed egregious or inappropriate by the farmers. Cancellation by the Farm prior to the first harvest for this above reason only will result in a full refund. Cancellation by the Farm after the first harvest will result in a pro-rated refund for this above reason only.

10. No other refunds will be granted by the Farm.

*If you have any questions, please email us [narfamfarm@gmail.com](mailto:narfamfarm@gmail.com)*