



## **L.I.S.W. Vineyard Certification Contract**

### Terms and Conditions of Membership

Long Island Sustainable Winegrowing (LISW) is a not-for-profit 501(c)3 organization. LISW provides vineyards with official recognition for agricultural practices that are modeled after international standards of sustainable production utilizing the LISW version of the VineBalance workbook.

In order to certify a vineyard, LISW works with members to educate them on sustainable practices. A third party inspector will conduct on site visits of the member's vineyard the first two years or each year until certification is achieved. Once the vineyard is certified compliant for two years in a row the inspections are conducted every three years.

LISW provides all training and forms necessary for successful program participation. LISW members who pass their first inspection year can become certified. Inspections are carried out after harvest and towards the end of the calendar year.

### **Dues and Assessments for Vineyard Certification**

Application fee: \$500 - first 2 years (50% payable by May 1, 2015, 50% July 1, 2015) \$300

Annual dues: - per vineyard after passing inspection

Late Fee: \$100 if joining outside of open enrollment period of May 1 - July 1.

The Program will begin with the start of the 2012 season with inspections taking place after harvest and before the end of the year. Growers who pass the inspection process at the end of 2015 can be certified if all requirements of the program have been satisfied. Growers who do not pass in 2015 will be re-inspected after the 2016 season. In Order to get on a triennial inspection schedule, growers must pass 2 years in a row. After that inspections will take place every third year.

The initial dues structure for the first 2 years helps to cover our initial infrastructure and establishment costs of the program. For the first 2 years of enrollment, a \$500 fee is required whether passing inspection or not. In the event of a "No Pass" a letter will be sent to the member stating they can appeal to the Core Committee within 30 days for a review. The Core Committee would then have 30 days to respond to the grower.

**Membership dues are non-refundable. Payment of fees is no guarantee of certification. The awarding of certification is dependent upon successful completion of the program requirements.**

**As a grower participating in the LISW program I agree with and understand the following conditions of certification:**

- \* Participant acknowledges and accepts the rules and guidelines of the organization
- \* Participation in the LISW program is voluntary.
- \* Participant agrees to supply to LISW a complete set of any required farm records on LISW provided forms.
- \* Participant will refrain from the misuse of any certificates or labels provided by the LISW organization.
- \* Participant agrees to allow authorized inspectors of the LISW organization access to the farm and all pertinent infrastructures.
- \* Participant acknowledges that this application is for participation and does not guarantee certification. The awarding of certification is dependent upon successful completion of the program requirements
- \* Participant agrees to pay any dues or assessments required by the LISW organization.

**Inspection Program for LISW**

1. It is the intent of the LISW Inc. to inspect each member on an annual basis until member is certified. Inspections will take place for the first 2 years of membership in the organization. After 2 years in a row of a "PASS" inspections or site-visits would be conducted once every 3 years, or following a year in which a 'PASS' determination was not earned. (For example: if you pass and receive certification in 2015 and 2014, your next inspection would be in Fall 2017)
2. Members will be contacted and visited by the inspector contracted by LISW Inc.
3. Authorized inspectors of the LISW organization will review the program with each member through the VineBalance notebook and core criteria.
4. All required farm records with verification of member confirming that records are true and complete are required. Records will be encoded to ensure privacy of the member.
5. All required soil and tissue tests will be available for evaluation.
6. Records of inspections will be kept for a period of no less than three years.
7. Any unsatisfactory rating by the inspection service will be discussed on-site with the participating member.
8. Members reserve the right to appeal any unsatisfactory rating to the LISW Core Committee. Supporting evidence to the disagreement (especially perishable or sensitive evidence) shall be collected immediately and preserved for evaluation by the committee. In the event of a "No Pass" a letter will be sent to the member stating they can appeal to the Core Committee within 30 days for a review. The Core Committee would then have 30 days to respond to the grower.

**Penalties for Violation of Contract or Rules**

It is the intent of the LISW organization to certify vineyards that have complied with the program. The success of LISW relies on strict adherence to the philosophy and rules of the program. Site inspections, review of required farm documents, and periodic sampling are the basis for assuring the public that members certified by LISW have complied with all aspects of the program. In order to gain the public's trust, the following list of sanctions will be followed and will be applied for violations or failure of members to meet program requirements and may result in immediate loss of membership and withdrawal of certification

- \* Willful misuse of certification labels and certificates
- \* Willful misstatements of any farm records
- \* Willful misstatements or misrepresentation of the LISW program
- \* Non-payment of inspection fees within 60 days of invoice date and/or dropping the program to avoid paying fees following inspection
- \* Any actions of fraud or violation of the mutual trust between the grower/producer and LISW
- \* Repeated failure to adhere to the strict rules and prohibitions as stated in the LISW program

Terms and Conditions Agreement:

I accept the terms and conditions stated above.

Company: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

By: Print name and title) \_\_\_\_\_

LISW Inc. Officer: \_\_\_\_\_ Date: \_\_\_\_\_