Shareholder Agreement

We, Corbin Hill Food Project ("CHFP"), wish to provide you with fresh, seasonal produce sourced locally and regionally, and you, the shareholder (each, a "Shareholder"), wish to receive a share of such produce (each, a "Farm Share"). This Shareholder Agreement outlines our shared commitments to that relationship. By becoming a Shareholder you agree to the terms and conditions outlined herein. Please retain a copy of this agreement for your records. Capitalized words not defined in this Policy shall have such meanings ascribed to them in our Terms and Conditions of Service Agreement, which can be found at http://corbinhill-foodproject.org/terms-and-conditions-of-service. For clarity, the terms “you,” or “your” shall refer to you as a Shareholder, and the terms “us,” “we,” or “our” refer to CHFP.

Section 1. About Your Farm Share

- At CHFP, our customers become Shareholders by purchasing a Farm Share through their CHFP account on Farmigo, Inc. (each, a “Farmigo Account”). You can view examples of the seasonal crops that can make part of a Farm Share on our Website, which can be accessed at http://corbinhill-foodproject.org/produce/. Depending on the time of year, we also offer a wide variety of add-on items like eggs, additional fruits, yogurt, cheese, jams, honey, grains, maple syrup and hot sauces (each, an “add-on item”), which can be purchased at an additional cost when you pick up your Farm Share or through your Farmigo Account.

- A Farm Share will come in a box filled with fresh vegetables and fruits from local and regional farms, which are delivered to Shareholders on a regularly scheduled basis, on the terms and conditions described in this Shareholder Agreement.

- Farm Shares are delivered either in the summer (each, a “Summer Farm Share”) or in the winter (each, a “Winter Farm Share”). Summer Farm
Shares are generally delivered **once a week** from June to November. Winter Farm Shares are generally delivered **once a week** from December to April. You can find our harvest calendar on our Website at [http://www.corbinhill-foodproject.org/produce](http://www.corbinhill-foodproject.org/produce).

**Section 2. Our Shared Commitments**

- If we are unable to source specified crops from our providers, we compensate by substituting those items in your Farm Share with other crops (selected at our sole discretion) as negotiated by us with our providers. We may cover crop delivery failure by buying from other local and / or regional farmers or other providers. This may not always be possible because of cost or widespread crop failure.

- In the case we are not able to deliver your Farm Share or provide you with substitute items for missing Farm Share crops at the scheduled delivery date, Shareholders will be contacted as soon as possible via email.

- In the case of missing and / or damaged items from the Farm Share that were not substituted at the current delivery, CHFP will provide substitutions in your next Farm Share. For missing and / or damaged add-on items, CHFP will provide a refund or a credit will be added to your Farmigo Account balance.

- CHFP works with a wide range of supply partners, though we try to focus on working with supply partners that source primarily from small and mid-sized farms in the Northeast region. Most of the products come from New York State, but may also come from, among other locations, farms in New Jersey, Pennsylvania, and Maine. During the winter season, we work with supply partners that source from growers outside the Northeast region in order to bridge the gap in between seasons and increase access and availability to fresh products.

**Section 3. Your Responsibilities as a Shareholder**
As a Shareholder, you agree to:

- Pick up your Farm Share on the delivery date and time specified for your distribution site, which can be found at https://csa.farmigo.com/join/corbinhillfoodproject/.

- On the rare occasion that a delivery date needs to be changed due to weather conditions, please refer to http://corbinhill-foodproject.org/missed-deliveries-payments-refunds for policies with respect to same. We will do our best to inform you of changes to the delivery schedule via email if you have provided CHFP with an email address through your Farmigo Account.

- Bring your own bag to pick up your produce - *Mother Nature will thank you!*

- Understand that your Farm Shares will vary over the course of the season, and there is no guarantee on the composition, weight or amount of contents of each Farm Share. In some cases, such as in extreme weather conditions, your Farm Share or portions of your Farm Share may be unavailable despite our best efforts, as described in this Shareholder Agreement.

- Pay for your Farm Share the Wednesday prior to your scheduled delivery date. This can be done (i) by calling us at 212-870-2003 or emailing us at farmshare@corbinhillfarm.com by 4:00 p.m. (EST) the Wednesday prior to your next delivery date, (ii) by informing your site coordinator during the prior week’s distribution site hours\(^1\) or (iii) through your Farmigo Account at https://csa.farmigo.com/account/corbinhillfoodproject by 11:59 p.m. (EST) the Wednesday before your next delivery date (each such deadline referred to in items (i) – (iii) are collectively referred to as the “**Deadline**”).

For example, if the delivery date is for the second Wednesday of the month, depending on the way you wish pay for your delivery, you will have until

\(^1\) Please note that if your delivery date is on a Thursday, Friday or Saturday, you will need to use either options (i) or (iii) to advise CHFP.
the end of the distribution site hours for the first week’s delivery, or until 11:59 p.m. (EST) (if done via your Farmigo Account) or 4:00 p.m. (EST) (if done by contacting CHFP directly) on the first Wednesday of the month to make such payment.

- Missed payments, refunds, credits are subject to our Missed Deliveries, Payment & Refund Policies, which can be accessed at http://corbinhill-foodproject.org/missed-deliveries-payments-refunds.

- Notify CHFP by the Deadline prior to your next scheduled delivery date if you would like to place your Farm Share on hold and / or resume delivery. Please see Section 3 of our Missed Deliveries, Payment & Refund Policies at http://corbinhill-foodproject.org/missed-deliveries-payments-refunds for more information on how to place a Farm Share on hold and / or resume delivery.

- Arrange for someone else to pick up your Farm Share if you cannot. If unforeseen circumstances arise, please contact us as soon as possible by calling us at 212-870-2003 or emailing us at farmshare@corbinhillfarm.com as we may be able to accommodate such emergencies. Please see Section 2 of our Missed Deliveries, Payment & Refund Policies at http://corbinhill-foodproject.org/missed-deliveries-payments-refunds for more information on how to arrange for someone else to pick up your Farm Share.

- If you do not pick up your Farm Share at the specified delivery date and time, at our discretion, CHFP will donate such surplus to a nearby food pantry or non-profit. CHFP confirms that it will not resell your Farm Share.

- Check your email regularly! Once you become a Shareholder you are added to our email distribution list. From time to time, we may email you about crops available, recipes or other Shareholder related news, notices or events.

Section 4. Representations
Each Shareholder hereby confirms and represents that they are at least 13 years of age or older.

Section 5. Communicating with Us

The best way to communicate with us is by phone or email. Please contact us regarding any questions by calling us at 212-870-2003 or emailing us at farmshare@corbinhillfarm.com.

Section 6. Changes to this Shareholder Agreement

We have the discretion to update this Shareholder Agreement at any time in our sole discretion. If we decide to change this Shareholder Agreement, we will notify you by posting such changes on this page, and updating the Shareholder Agreement modification date below. For clarity, it will be your responsibility to periodically review this Shareholder Agreement.

Last updated June 1, 2017.