

Weaver's Orchard CSA Terms & Conditions

Weaver's Orchard CSA Agreement

Throughout this Agreement, Weaver's Orchard shall be referred to as 'Weaver's Orchard', 'the Farm' or 'WO,' and the individual purchasing a CSA share shall be referred to as 'the Member.'

In consideration of the terms described in this Agreement, Member agrees to pay the membership fee and in exchange, the Farm agrees to provide Member with fresh, local, seasonal food for the growing season.

Growing Practices of Weaver's Orchard

Weaver's Orchard practices Integrated Pest Management (IPM). These farming practices limit the use of pesticides. The Farm monitors each crop intently before making decisions about pest or disease control. Organic farming uses many of the same concepts as IPM; however, organic farmers are limited to using only organic chemicals.

In addition to the crops grown by Weaver's Orchard, WO regularly sources products to and from other reputable farms and orchards in North America to ensure a consistent supply of high quality foods is available for our customers. We place the highest emphasis on only sourcing from farms and orchards that share our same farming practices and values. As WO sources products from multiple farms and orchards, the Farm cannot guarantee any item within a CSA share carries a specific certification or label designation, including but not limited to certified organic, etc. Members with specific dietary or allergen related requirements should contact WO prior to purchasing a share.

If you would like to see more information on our farming practices, visit <https://www.weaversorchard.com/farming-practices/>

Products and Deliveries Members Should Expect

WO's combined Summer and Fall CSA is expected to run 16 weeks, from July to early October. Our standard share will consist of on average 75% vegetables and 25% fruit. Each box will contain on average 6 to 12 unique types of produce for each distribution during the CSA season. This means, CSA members, or those they designate, will pick up 1 box of produce each week.

Share Collection Guidelines

Member is responsible for observing the Farm's following pick-up rules:

1. Bring an insulated cooler if you can't get your items into refrigeration quickly.

2. Pick up Member's share within the allotted timeframe. Fresh products deteriorate quickly if not retrieved and refrigerated promptly.
3. Follow rules for pick up site, such as parking limitations, as provided by the Farm.

Member will be expected to pick up their share once a week from Weaver's Orchard Retail Market directly or at a drop off site.

If Member cannot pick up their share, Member may assign a substitute to collect the share in Member's place. Member is responsible for informing the farm that a substitute will be picking up their items and inform their substitute of the pickup location, hours and procedures. Any shares not retrieved by the conclusion of the designated pickup period will be deemed abandoned and may be donated at the Farm's discretion without reimbursement or credit.

Designation of Vacation Weeks

Through GrownBy's website and companion mobile application, Member is given the ability to designate specific weeks as 'Vacation Weeks.' If Member sets a week as a Vacation Week, Member will receive farm credit for that week and will not receive a share. Credit can be put towards future CSA shares.

Member must specify if a week will be a Vacation Week by Thursday, 11:59PM of the preceding week. (Example: Member will be away the week of Sunday July 5th. Member must inform WO by 11:59PM Thursday July 2nd.) Members are allowed to designate up to two vacation weeks per 16 week season. If you need to miss more than that, please assign a substitute to pick up your box, or ask that your box be donated to the food bank.

Risk of Crop Failure

By joining WO's CSA, both Farm and Member are agreeing to share in the risk of crop failure. In the event of a crop failure, WO will make every reasonable effort to source comparable products through its network of trusted regional farms and orchards. Crop failures, reduced yields, weather events, pest pressure, disease, labor shortages, supply chain disruptions and other circumstances beyond the Farm's reasonable control may affect the quantity, quality, or variety of products distributed. Such events shall not entitle Member to a refund, credit, or replacement except at the Farm's sole discretion. However, we will make every reasonable effort to ensure boxes are packed with fresh, bountiful produce.

Crop Surpluses

Weaver's Orchard sells produce through both their 'Retail' and 'Wholesale' distribution channels, but WO keeps CSA production separate by designating harvest space for CSA produce as well as allocating a percentage of specific crop yields for CSA.

When WO experiences a crop surplus, excess products will be made available to Members at no additional cost at the time of share pickup, while supplies last. WO makes no guarantee of surplus availability in any given week.

Crop Availability

The Farm does not guarantee the availability of any specific fruit, vegetables, variety, or product during the CSA season. Product offerings may change without notice based on seasonality, growing conditions, availability and other constraints.

Food Safety

Member acknowledges that fresh fruits and vegetables are agricultural products that may contain naturally occurring defects, insects, soil residue, allergens or other conditions commonly associated with fresh produce. Members are responsible for properly washing, handling, storing, and preparing all products prior to consumption.

Members Fees

Selling CSA memberships helps Weaver's Orchard reduce the burden of up-front costs (such as seeds, tillage, and other inputs) before the season starts. WO appreciates Member's commitment to the Farm.

Members have three options for CSA membership payment frequency. Members may choose to pay the full membership fee up front, by month, or by week. Should a Member choose full upfront payment or monthly payment and choose to designate week(s) as 'Vacation Weeks' within the applicable period, Member will receive credit for future CSA shares.

If a Member would like to join WO's CSA program midway through a season, they may do so at a prorated price, less any weeks missed. Depending on inventory levels and estimated yields, Weaver's Orchard reserves the right to restrict new memberships.

The Farm may, in its discretion, consider a request from a Member to downsize a share and may or may not grant a refund upon downsizing.

Communications between Farm and Member

The best way to communicate with Weaver's Orchard about CSA related topics is through GrownBy, where you may send messages directly to us. Alternatively, email and phone are both great ways to get in touch. Our email is info@weaversorchard.com, and our phone number is (610) 856 – 7300. WO will do our best to respond as soon as possible, but please understand that we spend much of our time in the field growing your food and are not always able to send a same day response. Please contact us with any news of the following: changes to your postal or email address, problems with your pick up location, or dissatisfaction with your share.

We will communicate with Members primarily by email. When you sign up, you will be added to our distribution list. Please regularly read your email from the Farm. We depend on being able to communicate important information such as necessary changes to your distribution schedule or notices of our Farm events.

We will do our best to post on our website information about the crops available that week: www.weaversorchard.com/CSA. We will also regularly post recipe ideas and farm-related news.

Indemnification and Hold Harmless

By signing this Agreement, Member hereby releases, indemnifies and agrees to hold harmless Weaver's Orchard, its owners, agents and employees from any and all claims, damage and/or liability they might suffer from being on the Farm property, being at any of the CSA pick-up locations or from the purchase of a CSA membership, including but not limited to, the use or consumption of any food provided by the Farm.

Termination

If Member violates any of the provisions of this Agreement, he or she will be considered to be in breach of contract and Weaver's Orchard may terminate this Agreement and retain all Member fees. If the Farm violates any of the provisions of this Agreement, the Farm will be considered in breach of contract, the Member may terminate the agreement and receive a refund of the membership fee minus the value of any products received during the season.

Refunds

Due to the seasonal and perishable nature of CSA products, membership fees are generally nonrefundable once the CSA season has begun. However, Weaver's Orchard recognizes that unforeseen circumstances may arise.

Members who believe a refund, credit, or other accommodation is warranted should contact Weaver's Orchard directly. All requests will be reviewed on a case-by-case basis, and any refund, credit, or accommodation shall be granted solely at the Farm's discretion.

Examples of situations that may warrant review include billing errors, medical hardship, relocation, or other significant unforeseen circumstances; however, the Farm makes no guarantee that a refund or credit will be issued.

Dissatisfaction with the specific contents of a share, seasonal crop availability, product substitutions, or normal variations in quantity, quality, or variety shall not by themselves constitute grounds for a refund. We stand behind the crops we grow and source and pack in our boxes, and want all customers to be satisfied with their orders. In certain cases of quality oversight, we may issue a replacement product if notified of quality concerns within 24 hours and as long as the items were kept cool once the Member picked up their box.

Acknowledgment

I agree to purchase the membership share indicated in the Membership section. 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 Weaver's Orchard will contact me via email in advance of any changes to this agreement.

By participating in this program, and clicking 'agree' to this membership agreement on GrownBy, I the Member, agree to these terms as stated.