

## Concierge Gardening Member Agreement

### **Garden Contact Information:**

Community Garden at Auburn University

Located on Samford Ave. *across the road* from 1161 W Samford Ave

Auburn, AL 36849

community.garden@auburn.edu

### **Member Contact Information:**

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

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

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

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

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

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

We, the garden, 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.




## Section 2. Our Shared Commitments

### A. Benefits of Partnering with the CGAU

Your Concierge Gardening membership comes with many benefits. In addition to a weekly delivery of fresh, healthy, hyper-local produce, you are also contributing to our many outreach activities across campus and in the Auburn/Opelika community. Some of the activities your partnership supports includes:

- Educational opportunities for both children and adults focused on sustainability, health & wellness, and gardening for self-sufficiency.
- Building new partnerships with other community groups and bringing more people to the garden.
- Supporting the holistic education of Auburn University’s students through creating new academic and extracurricular partnerships across campus.
- Donating produce to local hunger relief organizations to alleviate food insecurity in Auburn and Opelika.

We will provide a small plaque for you to place in your business to share your commitment to local producers with your customers. We will also invite you to exclusive garden events for partners, and provide annual updates on the specific programs your membership supports throughout the year.

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

In the case that crops are especially abundant during certain times of the season, we may ask if you’d like to receive a surplus of produce that week, especially if there have been other weeks where production was low due to weather/pests/etc.

### C. 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, however, may vary from week-to-week due to extreme weather, insects, or other production factors. By joining our Concierge Gardening Program, 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 offering replacements with other crops grown at the garden 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.

## Section 3. Receiving Your Produce

The staff of the CGAU will deliver your produce each week on Thursday morning between 10 am – 10:30 am in designated CGAU crates. We will pick up any empty crates from the previous week’s delivery at this time. Please make sure an employee is present at the drop-off location at this time to receive the produce. Although we deliver high-quality produce to the site, it will decline quickly if not refrigerated immediately.

If you cannot or do not want to receive any portion of your produce delivery at any point during the season, you can choose to donate your unwanted produce to a local food bank or other hunger relief organization. Please let the garden manager know at least 24 hours in advance so we can arrange for delivery to a donation site.

If you wish to change the delivery site or time for your produce delivery, you must email garden manager Marley Halter at least 48 hours in advance.

## Section 4. Member costs

By agreeing to partner with us in advance of the growing season, your membership costs covers all expenses associated with growing your produce, including labor, irrigation, fertilizer, seeds, and equipment.

For the \_\_\_\_\_ season, which runs from \_\_\_\_\_ to \_\_\_\_\_, the cost is \$850.

## Section 5. Partial refunds

While we cannot provide a full refund at any point in the season, we will discuss a partial refund in the case of any of the following:

- If we experience any total crop failures within 6 weeks of the season starting.
- If the quality of our produce does not meet the standards of the customer and concerns are raised within 21 days from the first delivery of the season.

Absent these circumstances, no refunds will be in order. All concerns must be expressed in an email ([community.garden@auburn.edu](mailto:community.garden@auburn.edu)). A partial refund consists of a refund of \$400. The remaining \$450 is retained to pay for seed, utilities, fertilizer, transportation, and labor to plant, grow, and deliver the produce, as well as to clear the plot after cancellation.

## Section 6. Communications

### A. Communicating with Us

The best way to communicate with us is via email. Our email address is [community.garden@auburn.edu](mailto:community.garden@auburn.edu). We communicate with all of our Concierge Gardening members via email each Monday during the season. Please check your email for updates regarding your weekly produce deliveries and other garden news.

Please contact us with any news of the following:

- changes to your postal or email address,
- changes to your preferred delivery location or problems with your delivery, or
- dissatisfaction with your produce.

### B. Photo Release

We may request to take photos or videos that include your person and/or your employees at the delivery site, at the garden, or at your business for use in publications, news releases, online, and in other communications related to the mission of the Community Garden at Auburn University. By signing this agreement, you agree to the use of images related to your business for this purpose.

By signing below, I agree to purchase the Concierge Gardening membership I selected in Section 4. I understand that, although unlikely, the garden may change parts of this agreement related to production and distribution from time to time. I agree to waive any claim for damages of any nature and to release, indemnify, defend, and hold harmless Auburn University, its Board of Trustees, Trustees individually, faculty, staff, and employees from any and all claims, actions, demands, or liability associated with the purchase or use of the produce. I understand that the garden manager will contact me via email in advance of any changes to this agreement.

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

Date: \_\_\_\_\_

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