



FARM FRESH VENTURES COOPERATIVE

501 McLaurin Street

Wadesboro, North Carolina 28170

Tel 704-694-2415 | Fax 704-694-2248

Farmer Owned Cooperative

“ONE YEAR” COOPERATIVE CONTRACT GROWER AGREEMENT

This Agreement is entered into between FARM FRESH VENTURES COOPERATIVE, a North Carolina Cooperative Association, and Contracted Grower identified here:

GROWER’S NAME: _____

GROWER FARM LEGAL NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE PHONE: _____

EMAIL: _____

In consideration of the mutual terms and conditions contained in this Agreement, the Cooperative and Grower agree that Grower shall deliver Produce to the Cooperative, and the Cooperative shall accept Produce from Grower, on the terms and conditions herein provided.

1. **Cooperative Association.** The Cooperative is organized and operated as a cooperative association under chapter 54 of the North Carolina General Statutes for the mutual benefit of all members of the Cooperative. The Cooperative is organized to develop, own, and operate a multi-farm Community Supported Agriculture (“CSA”) operation, including a produce and farm product processing facility and direct-to-consumer marketing system (“Facility”).

2. **Agreement.** This document records the relationship between Grower as seller and the Cooperative as buyer of produce and specialty goods, as defined below, and is an agreement between Grower and the Cooperative as authorized by and under North Carolina General Statutes § 54-152.

3. **Mutual Purpose.** Grower and the Cooperative have entered into this Agreement because the Cooperative desires to protect the interests of all of its members and customers by ensuring access to an adequate supply of produce and/or specialty goods, and Grower desires to establish and protect its right to market these such products with the Cooperative.

4. **Allocation and Delivery.** The Cooperative shall determine the variety and quantities of items required for the season, and determine need for additional produce and specialty goods. Grower agrees to deliver produce/specialty goods and agrees that the risk of loss for products remains with Grower until delivered to, and accepted by, the Cooperative. The Cooperative will accept produce/specialty items at the Anson County Farmer’s Market, 1736 US Hwy 52 South, Wadesboro, NC on the afternoon before or the morning of packing.

5. Produce and Specialty Goods Committed to the Cooperative. Grower agrees to commit and deliver regularly to the Cooperative or its designated agent, at the Cooperative's facility, or at locations designated by the Cooperative, the allocated quantities in accordance with the delivery periods and delivery schedules established in accordance with this Agreement. Grower will be excused from delivery without penalty only in the event of conditions beyond Grower's control consisting of drought, hail, uncontrollable infestation or other natural conditions.

6. Product Quality Standards. All produce and specialty goods to be delivered by Grower to the Cooperative shall be "commercially acceptable product" in accordance with Federal and State standards and in accordance with the standards set by the Cooperative. Product of substandard quality, as determined by the Cooperative, will, at the Cooperative's option, be rejected and returned to Grower with costs relating to the rejection charged to Grower.

7. Payments to Grower. The Cooperative agrees to pay Grower for all Committed Quantity delivered to the Cooperative by or on behalf of Grower in accordance with this Agreement, the negotiated price (7) business days from delivery and acceptance of the Produce to the Cooperative. Grower understands that upon the Cooperative's acceptance of delivered Produce, title to the delivered Produce will have transferred from Grower to the Cooperative and Grower will have relinquished all rights to the delivered Produce even though payment will not be made for seven (7) business days.

8. Term of Agreement.

a. One Year Term: The term of this Agreement commences as of the date it is approved and accepted by the Cooperative and shall continue for one (1) year after the date Grower's obligation to deliver produce and/or specialty goods under this Agreement begins.

b. Automatic Termination: This Agreement shall terminate automatically upon the occurrence of any one or more than one of the following events: the Cooperative ceases operations permanently; the Cooperative files a petition, either voluntarily or involuntarily, for protection under the bankruptcy laws; the Cooperative makes an assignment of its assets for the benefit of creditors, or is adjudged insolvent, or has a receiver appointed for it, or has a private or public foreclosure action brought against it or a majority of its personal or real property; or the Cooperative otherwise enters into an agreement with its lender or lenders to surrender a majority of its personal or real property assets.

9. Inability of the Cooperative to Perform. In the case of fire, equipment failure, interruption of power, strikes or other labor disturbances, lack of transportation facilities, shortage of storage, shortage of labor or supplies, perils to the facilities, floods, action of the elements, riot, interference of civil or military authorities, enactment of legislation, or any other unavoidable casualty or cause beyond the Cooperative's control that affects the conduct of the Cooperative's business to the extent of preventing or unreasonably restricting the Cooperative's receiving, handling, processing, packaging or sales operations, the Cooperative is excused from performance during the period that the Cooperative's business or operations are so affected. The Cooperative may, during such period, accept such portion of Grower's products as the Cooperative has informed Grower that the Cooperative can in its judgment economically handle.

10. Complete Agreement. The parties agree that there are no oral or other written conditions, promises, representations or inducements in addition to or in variance with any of the terms of this Agreement, and this Agreement represents the full, voluntary, complete, and clear understanding of the parties.

11. Governing Law. This Agreement will be governed by and enforced in accordance with the laws of the State of North Carolina.

12. Producer Certification. Grower certifies that Grower is an agricultural producer within the six county region and agrees to provide annual certification of such fact if requested by the Cooperative.

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This Cooperative Contract Grower Agreement is made and entered into by and between FARM FRESH VENTURES COOPERATIVE, a cooperative association, and the undersigned Grower for the Cooperative.

To show their assent to this Agreement, the Cooperative and Grower have executed this Agreement as of the date set forth below, to be effective as of the date this Agreement is approved and accepted by the Cooperative.

Grower:

FARM FRESH VENTURES COOPERATIVE:

Grower Signature (Date)

By: _____
Thomas Cureton, Market Manager (Date)

Grower Name Printed

North Carolina
Anson County

I, Aimee Rankin, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the Farm Fresh Ventures Cooperative Contract Grower Agreement.

Witness my hand and official seal, this _____ day of _____, 2014.

(Official Seal): _____
(Notary Public)