

# Harvie Membership Agreement

## A service of Farm Fan, LLC

This is a Membership Agreement between Farm Fan, LLC, "Harvie" and you the subscriber or Member. Although this Membership Agreement outlines many of the terms with the farm you have selected, that farm may have additional terms and conditions. Be sure to check with your farm. As per your selection on our site, your farm will be Park Ridge Organics ( Referred to throughout this Agreement as "Member Farm")

By completing the checkout process on our website and providing your consent below, you are agreeing to become a member of Harvie and your Member Farm for the growing season you selected when signing up for the service. This Agreement will allow for Members to receive fresh fruit and produce from their requisite Member Farms. Harvie shall provide the user interface for members to select their farm, their desired produce options and to cancel or re-schedule their regular delivery services.

## Overview

Harvie Member Farms will provide vegetables, fruit, or other homegrown items from the Member Farm to all its Members during the current growing season. Members shall have the option of providing Harvie with regular feedback regarding the type of items they wish to receive each week. Each box will vary in the amount and type of produce as it is dependent upon the harvest of the week and the Member's preferences. The weekly availability of vegetables and fruit will vary due to the climate, Member Farm's selections, biology, and other unpredictable variables. Harvie and Farm Fan, LLC cannot promise the delivery of any certain item on any specific date.

## Payment

Members have the option to make full payment at the time they subscribe, otherwise Members shall make a 25% down payment upon signing up for this service. An additional 25% shall be due on the first week of your regularly scheduled delivery. Thereafter, members shall make weekly payments until the end of their scheduled season. You understand that unless your initial payments are paid in full and you continue your weekly payments thereafter, you will not be a member and will not receive produce. Members may cancel their service at anytime.

## Refunds and Cancellations

We do not offer refunds other than the allotted cancellation policy described below. Our service is about commitment to a local farmer and our commitment to you. If you have made a purchase and no longer wish to receive certain items, you may provide feedback through the website to update your preferences.

If you wish to cancel a particular pickup or delivery you may do so three (3) times per calendar year with 48 hours advance notice prior to your regularly scheduled box delivery and a credit will be added to your account. Additionally, Members may move their scheduled deliveries to alternative weeks when deliveries are not scheduled, provided the selected

dates are available in the Harvie system, and such changes will not count against their allotted yearly cancellations. No credits or refunds shall be provided for any additional cancellations unless otherwise permitted by Harvie.

## Pickup or Delivery

You are responsible for observing all pick-up site rules that may be issued by the pick-up site in addition to the following rules:

- 1.Members shall determine at the beginning of the season if their box shall be delivered or picked up on a regular basis from their Member Farm.
- 2.Members agree to pickup their box in the time frames allowed for by Member Farms. Neither Harvie nor Member Farms shall be responsible for missed pickups. If possible, Member Farms may make arrangements from time to time for you to get your box outside of the proper time frame. However, neither Harvie nor the Member Farm shall be responsible for the freshness of any box after the deadline and returns will not be permitted.
- 3.Members agree to be respectful of the pick-up locations hosts' property.
- 4.Members agree to follow any additional rules posted at the pick-up location site.
- 5.Members shall return their box from the previous week, when applicable, to their requisite Member Farm.

## Terms and Conditions

- 1.I understand that produce is not always perfect and there may be flaws and imperfections, dirt or pests. If I am unhappy with any product within my box, I may report it to Harvie or my Member Farm for a partial credit at no additional cost.
- 2.I understand that the Member Farm does their absolute best to pick the best produce possible for my box, but that sometimes mistakes are made and products may be damaged. I agree to work with Harvie and my Member Farm to report any such products.
- 3.I understand that by becoming a member I am sharing in the risk and rewards of the growing season. I realize there can be issues related to harvest and bounty that may preclude produce from being delivered. That of pests, blights, weather and other unforeseen circumstances.
- 4.I understand that Harvie reserves the right to cancel my membership for abuse of services at any time and that nothing herein shall be construed as a guarantee of my right to receive continued boxes or Harvie services.
- 5.I understand that Harvie cannot guarantee the availability of their website at all times and that I may experience technical difficulties from time to time.
- 6.I understand that Harvie is not responsible for the conduct of Member Farms and I further agree that I shall not pursue any cause of action, lawsuit or claim against Harvie for my dissatisfaction with a Member Farm.
- 7.I understand that Harvie may collect information about me and my preferences through the use of the website and that information may be shared with third parties from time to time.

8.I agree that my service shall auto-renew at the end of my selected membership season unless I opt-out of future services by canceling my Harvie subscription.

9.We reserve the right to change any and all site content and to modify, suspend or stop providing access to the sites (or any features or functionality of the sites) and the products at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

## Disclaimers and Release

YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE WASHING, HANDLING, PREPARATION, STORAGE, COOKING, USE AND CONSUMPTION OF THE PRODUCTS YOU RECEIVE FROM MEMBER FARMS. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES YOU MAY HAVE AND VERIFYING THE PRODUCTS AND THEIR CONTENTS BEFORE HANDLING, PREPARING, USING OR CONSUMING SUCH PRODUCTS.

EXCEPT AS MAY BE PROVIDED IN A WARRANTY BY A MEMBER FARM OF A PRODUCT, ALL PRODUCTS AND THE SITES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Harvie DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITES, CONTENT AND PRODUCTS, ANY WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE HARVIE AND FARM FAN, LLC FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH FARM FAN OR HARVIE PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE PRODUCTS OFFERED THROUGH THIS SERVICE, ANY AND ALL DAMAGES FROM ACCESS OR USE OF THIS SITE, AND THE ORDER AND RECEIPT OF PRODUCTS PURCHASED THROUGH MEMBER FARMS.

## Miscellaneous

### **Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Harvie, Farm Fan LLC, our Member Farms and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Harvie Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or

unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) any use or misuse of the Sites, Content or Products by you or any third party you authorize to access or use such Sites, Content or Products, (b) any User Content you create, post, share or store on or through the Sites or our pages or feeds on third party social media platforms, (c) any Feedback you provide, (d) your violation of these Terms, and (e) your violation of the rights of another. You agree to promptly notify Harvie of any third party Claims, cooperate with the Harvie Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance).

### **Notice; Informal Dispute Resolution**

You and Harvie agree that each party will notify the other party in writing of any arbitrable or small claims dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Harvie shall be sent through the contact form on the site. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Harvie account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. If you and Harvie cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Harvie may, as appropriate and in accordance with this Section, file a claim in court in Allegheny County, Pennsylvania.

### **Governing Law and Venue**

These Terms, your access to and use of the Sites and your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to conflict of law rules or principles (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the Court of Common Pleas of Allegheny County, Pennsylvania.

### **Termination**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

### **Severability**

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

These Terms constitute the entire agreement between you and Harvie relating to your access to and use of the site and your order, receipt and use of products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Harvie's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

**\*I have read all of the above and understand the membership agreement and am at least 18 years of age. I understand and agree to pay for and pick up my box each week during the Season. If I do NOT pick up my box on my designated day, I understand that it will NOT be held for a later date unless other arrangements are made.**

We encourage you to print and save this page for future reference.

Terms are subject to change without notice.