

# Membership Agreement -- Farm Connection of Boerne, LLC

## *Parties*

The parties to this membership agreement ("Agreement") are Farm Connection of Boerne, LLC, which is hereafter referred to as "FC", and the party defined below, which is hereafter referred to as "Member".

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

***(Please print Full Name CLEARLY. Please present your Driver's License as well.)***

Cell #: \_\_\_\_\_

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

## ***Membership Terms & Conditions***

**1.0 Membership fee:** A non-refundable Twenty Dollar (\$20) fee is due and payable upon becoming a member of the FC. If membership is canceled by either party for any reason, said fee shall not be refunded. Said fee is subject to change upon renewal. Renewals shall occur annually upon the date of the signing of this Agreement. If the membership fee or any future renewal fee for membership shall fail to be paid, then Member's account shall be terminated .

**1.1 Termination of Membership:** Either party may at any time cancel the membership of Member, for any reason. Typical reasons for FC canceling a membership include, failure to timely pay membership fees when due, failure to maintain an adequate deposit for the purchase of food items, reselling or providing food items to third parties for any reason, and repeated failure to pick up ordered food products during scheduled store hours; however, no reason is required and is in the sole discretion of the canceling party. If either party should choose to cancel the membership of Member, for any reason, it shall not relieve either party from any duties owed the other party under this Agreement, but shall terminate Member's ability to place new orders. Member funds held on deposit shall be refunded to Member within thirty days of request of Member, minus any amounts properly owed to FC under this Agreement.

**1.2 Deposit:** Member shall maintain a deposit with FC, sufficient to cover orders placed, with a minimum amount of Twenty Five Dollars (\$25). All deposited funds are kept in an account used by FC to make food purchases on behalf of the members of the FC. No insurance policy beyond the basic FDIC insurance is provided on said account. The deposited funds remain the property of the Member and will be refunded upon request and termination of the Member's membership, minus any amounts properly owed to FC under this Agreement.

**1.3 Orders:** FC licenses from Farm Connection Holdings, LLC use of an online ordering platform. Member will receive a notification weekly when FC opens up its ordering portal. Notifications are typically by email and/or text message. All orders must be placed through the online portal and during the weekly open window for placing orders. Once the ordering window closes for the week, then Member shall be responsible for picking up and paying for any orders placed. All orders must be picked up during the designated hours of operation for the week the order was placed. If Member fails to timely pickup items ordered, then Member shall still be responsible for full payment of the items. Perishable items may be subject to disposal if not picked up on time. FC reserves the right after two weeks to dispose of any non-perishable items, as it sees fit, in order to mitigate its damages of ongoing storage; however, Member shall remain responsible for all amounts due. All items purchased by Member and obtained by FC, as Member's agent, include an upcharge to reflect the services provided by FC to Member. Member acknowledges and agrees that all items purchased by Member, are for Member's sole use and are not to be resold or provided to any third parties, including but not limited to, relatives.

**1.4 Payment:** Upon Member picking up their order, payment in full shall be due and payable. Acceptable forms of payment include, cash, check, and credit/debit card (if made available by FC). Bounced checks shall be subject to a bounce check fee of Fifteen Dollars (\$15). Credit/debit card charge backs shall be subject to the actual costs to FC, plus Forty Dollars (\$40). Failure to timely pay on orders, whether picked up or not, shall subject Member to costs of collection, including but not limited to, attorney's fees and litigation costs.

**1.5 Licenses:** FC is not a licensed reseller of food products. FC operates as a private membership food club, which makes purchases, as your agent and on your behalf.

**1.6 Nutritional Advice:** FC is not licensed to give nutritional or other health advice, and we discourage members from discussing said topics on premises. If a Member chooses to discuss in private the nutritional or health benefits of any items or practices with FC staff or other members of the FC, they should first consult with a licensed medical professional prior to acting upon it.

**1.7 Nutritional/ Ingredient Contents:** The contents and nutritional information provided on all products handled by the FC comes from and is provided by the producer/manufacturer of said item. All information provided by FC is subject to possible typos, untimely updates, or other errors. If Member has an allergy or other strict nutritional guidelines, which they follow, they must check directly with the producer/ manufacturer of the item prior to purchase or ingestion. Producer/manufacturer contact information may be provided upon request, to assist Member in doing their own research, and verifying the contents of their food.

**1.8 Food production:** Although FC strives to make available the best quality food it can find, consistent with organic and other natural farming practices, FC is not responsible for the actual food production practices of its producers and/or manufacturers. However, if it comes to the attention of FC that a particular producer and/or manufacturer is not maintaining the highest quality standards, then their items will be delisted from the FC, if satisfactory measures are not immediately adopted.

**1.9 Use of Trade Name:** The trade name "Farm Connection" is the sole property of Farm Connection Holdings, LLC, and is being used by FC under license. No other business relationship exists between FC and Farm Connection Holdings, LLC. Member understands and agrees that they are dealing exclusively with FC and not Farm Connection Holdings, LLC. Other businesses operating a variation of the trade name "Farm Connection" are independent operations and in no way affiliated with FC.

**2.0 Items on Shelf:** Members periodically forget to place an order for popular staple products. FC maintains a small selection of non-perishable items on its club shelves to accommodate such oversight. Member may add said items, if available, to their orders when picking up items.

**2.1 Agency:** Member authorizes FC and its employees to act as Member's agent, when securing ordered items on behalf of Member. Items secured on behalf of Member by its agent, FC, is and remains at all times the property of Member. Member is responsible for maintaining a sufficient deposit of funds, in order to facilitate FC in making purchases on Member's behalf.

**2.2 INDEMNIFICATION:** MEMBER AGREES TO INDEMNIFY (BOTH DUTY TO DEFEND AND FOR DAMAGES) FC AND ITS AGENTS, MEMBERS, MANAGING MEMBERS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, DAMAGES, SUITS, OR JUDGMENTS, INCLUDING ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES INCIDENT THERETO, BECAUSE OF HARM, INJURY, OR DEATH TO PERSONS OR PROPERTY ARISING OUT OF THE NEGLIGENCE OF THE MEMBER OR FROM THE MEMBER'S VIOLATIONS OF THE TERMS OF THIS AGREEMENT.

**2.3 Right to Counsel:** Member understands that they should hire independent legal counsel, if Member does not understand any part of this agreement, or wishes independent legal advice.

**2.4 Counterparts:** This Agreement may be executed in identical duplicate copies. Each identical counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

**2.5 No Reliance on Representations:** Member agrees that they do not rely on, and have not relied on, any representation made by FC or its agents, other than those contained in this agreement.

**2.6 Attorney's Fees, Expenses, and Litigation:** Both parties agree that should legal action be required to enforce this agreement, or any part thereof, that the loser of such action shall bear the other party's attorney's fees, expenses, and costs of litigation.

**2.7 Interpretation and Legal Construction:** All terms of this Agreement are to be governed by the laws of the State of Texas. Parties agree that venue for all disputes will be held in the County where FC has its primary place of business. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**2.8 Waiver:** If either party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

**2.9 Binding Agreement:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement and law.

**3.0 Final Agreement:** This Agreement constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed in this Agreement.

**3.1 Headings:** Headings are for reference and convenience purposes only. Heading are not intended to reflect the contents of the clause or in any way modify the contents of the clause.

**3.2 Binding Arbitration:** As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, either party may demand that any such dispute be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

**3.3 Authority of Signers:** Each party represents and warrants that the person signing below is fully empowered and authorized to sign this Agreement and to bind the person or entity shown below to the terms of this Agreement.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Today's Date: \_\_\_\_\_ / \_\_\_\_\_ / 2019

Member's Signature: \_\_\_\_\_ FC Agent's Initials: \_\_\_\_\_

