

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement"), is made and entered into this _____ day of _____, 2021, by and between the Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and _____ ("Farm") located at _____.

RECITALS

WHEREAS, LFUCG wishes to offer its employees an incentive of \$200.00 toward the purchase of a Community Supported Agriculture ("CSA") farm share, whereby employees purchase a share of vegetables and/or fruits ("Produce Share") from a farm that each employee chooses out of a vetted list of farmers, for a minimum of 20 weeks; and

WHEREAS, Farm has agreed to provide the requested number of Produce Shares to LFUCG's employees; and,

WHEREAS, the parties now desire clarity on their respective obligations regarding the production of Produce Shares.

WHEREFORE, in consideration of the foregoing, the consideration of which is expressly acknowledged, the parties agree as follows:

I. **TERM.**

This Agreement shall take effect upon execution by both parties and shall continue for one year from the date of execution.

II. **FARM'S RIGHTS AND OBLIGATIONS.**

A. The Farm agrees that it shall:

- i. Offer the requested number of Produce Shares, which must be comprised exclusively of fresh vegetables, fruits, and/or herbs grown on their farm or else sourced directly from another Kentucky farm(s).

- ii. Provide a pick-up location(s) within Lexington.
 - iii. Deliver the requested number of Produce Shares to the Government Center, located at 200 E. Main Street.
 - iv. Offer an online CSA sign-up process that is properly configured to accept employees' voucher codes and credit card payments.
 - v. Complete a Food Safety Modernization Act (FSMA) marketing survey through the Kentucky Department of Agriculture.
 - vi. Provide documentation to LFUCG showing that a designated Farm employee has completed food safety training provided by the Product Safety Alliance.
 - vii. Comply with any and all relevant regulations related to food safety.
 - viii. Allow for an inspection, which shall be completed by someone selected by LFUCG, of the Farm's location in order to review food safety practices.
 - ix. Provide LFUCG with a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum coverage amount of \$1,000,000 per occurrence, and listing LFUCG as an "additional insured."
 - x. Engage in timely communication with LFUCG regarding all aspects of the CSA Program and respond to all requests for information from LFUCG.
 - xi. Indemnify and hold harmless LFUCG from any and all claims for damages or loss related in any way to the Farm's performance under this Agreement.
- B. The Farm may advertise add-ons, including but not limited to eggs, meat, dairy, and other value-added items, in addition to the Produce Shares required by this Agreement.

III. LFUCG'S RIGHTS AND OBLIGATIONS.

A. LFUCG agrees that it shall:

- i. Pay Farm an amount that is equal to the number of employees who complete an application and sign up for a Produce Share with the Farm multiplied by \$200.00; however, the Farm understands and agrees that LFUCG shall have no obligation to pay the Farm any amount under this Agreement if no employees request Produce Shares from the Farm.
 - ii. Provide a location at one of its facilities for Farm to deliver the required number of Produce Shares.
- B. Farm gives LFUCG an unconditional and irrevocable license to use Farm's name, likeness, and image ("Image") for any purpose(s) related to the CSA farm share program ("Purpose"), so that LFUCG may use the Farm's Image in any form of publication related to that Purpose, including but not limited to advertisements, promotional or educational materials, and Internet publications. Farm understands and agrees that it will not receive any additional compensation for the use of its

Image if that use is related to this Purpose. Farm also hereby releases LFUCG and its employees, officers, agents and assigns from any and all claims which may or could arise out of or which are in any way connected with LFUCG's use of its Image for this Purpose.

IV. MISCELLANEOUS TERMS AND CONDITIONS.

- A. **CRITERIA.** The Farm represents that by entering this Agreement and accepting payment from LFUCG and LFUCG's employees, it will satisfy all criteria specified by LFUCG for participation in the CSA farm share program, said criteria being attached to this Agreement as **Exhibit 1** and incorporated herein by reference, for the duration of this Agreement; further, Farm acknowledges that this representation is a material fact upon which LFUCG relied upon when entering this Agreement.
- B. **MODIFICATION.** This Agreement may only be modified by a writing signed by both parties.
- C. **TERMINATION.** Either party may terminate this Agreement for any reason upon providing thirty (30) days' written notice to the other party. If the Farm fails to perform any of its obligations in Section II of this Agreement, LFUCG may terminate this Agreement immediately upon written notice to the Farm.
- D. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. There are no covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, oral or written, between the parties other than those set forth herein.
- E. **HEADINGS.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- F. **COMMUNICATION.** The point of contact for LFUCG for this Agreement is the Director of Local Food and Agricultural Development ("Director"). The Farm shall include the Director in its response(s) to any and all communications related to this Agreement using the contact information provided in Section IV.K, and shall send the Farm's responses to any requests for information both to the requestor from LFUCG and to the Director.
- G. **NO ASSIGNMENTS.** Farm shall not sublet, assign, or otherwise transfer any interests, duties, obligations, or rights acquired under this contract without prior, written approval from LFUCG.
- H. **SEVERABILITY.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- I. **GOVERNING LAW.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in the appropriate court in Fayette County, Kentucky.

J. RELATIONSHIP. The relationship between the parties is that of independent contractor and nothing contained herein shall be construed to constitute a partnership or joint venture between the parties.

K. NOTICES. All communications related to this Agreement, and any notices required by this Agreement, shall be sent via first-class mail or e-mail to the following addresses:

i. Farm

Xxxxxx

ii. LFUCG

Ashton Potter Wright, DrPH
Director, Local Food and Agricultural Development
Bluegrass Farm to Table
200 E. Main Street
Lexington, Ky. 40507
awright@lexingtonky.gov

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATE SHOWN ABOVE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

FARM

By: _____
LINDA GORTON, MAYOR

By: _____