

This agreement outlines the details and involvement of a member (buyer) and the farmer at Kohut Farm; Rick Kohut (seller) within this private contract.

**Member Acknowledgements**

- a) I am voluntarily engaging with Rick Kohut of Kohut Farm in my private capacity by referral or private relationship, and not as an agent of the state
- b) I am not acting under the authority of, or in cooperation with any public organization
- c) I am not performing a governmental function or implementing a governmental policy or program
- d) I am not engaging with, or responding to, any public offer for goods or services.

This agreement does not constitute or represent the public sale of any product or service. By signing this contract you are entering into a private contract with the seller.

Signed, \_\_\_\_\_  
*first and family name* \_\_\_\_\_  
*signature*

**Agreement**

Rick Kohut (“The Seller”) and \_\_\_\_\_ (“The Buyer”) agree as follows:

1. The Buyer, upon signing this contract becomes a private member and has an active contract with The Seller in a private capacity.
2. The Seller agrees to sell farm products to members such as, but not limited to; grains, vegetables, livestock, livestock products, hay, livestock feed additives, and provide services to produce the products for sale, such as; seeding, mixing, grinding, rolling, loading, packaging and processing to The Buyer.
3. The Seller agrees to produce products based on organic and regenerative farming principles with emphasis and priority on soil health and local community building.
  - a. No genetically modified or genetically engineered seeds such as GMO corn, GMO soy or any other GMO products.
  - b. No soy products
  - c. Uses organic farming principles and soil regeneration practices such as minimum to no tillage, intercropping, poly-cropping, biodynamic alignment, planting with the lunar cycles, rotational grazing.
  - d. Farming techniques are used for the purpose of improving soil health, longevity, and nutrient density and quality of food products.
4. Buyer can obtain product availability and pricing either by direct contact (in person, phone or text) with The Seller or through private email communication as farm products are seasonal and are subject to change based on various farming conditions, etc. Regular email communication of product availability will be provided to private members as well as a members price list.

5. Small bags used for bagged feed products are non-returnable and there is no extra charge or deposit for them. Large tote bags are returnable if they are kept in good condition (determined by The Seller) at the time of return. Otherwise large tote bags are sold at a price of \$20 each to The Buyer.
6. The Buyer agrees to pay for products and services at the time of pickup or at the time of services rendered at the price or value agreed to based on the Kohut Farm Seasonal Price List unless otherwise agreed to. Payments can be made in cash, etransfer, silver or gold bouillon, BTC (Bitcoin) or by trade if agreed to in writing prior to pickup. Etransfer email: [rickenkohut@protonmail.com](mailto:rickenkohut@protonmail.com) password: private
7. Orders for products from The Seller can be made through phone, email, text or in person. It is expected that orders will be made in advance so that adequate time is allowed to prepare orders.
8. The Buyer is aware of the inherent risks associated with raising and feeding animals grains, forages, natural additives, etc. The health and safety of The Buyer and property of The Buyer (livestock or pets) is not the responsibility of The Seller. The Buyer assumes all risks associated with feeding or consumption of any products purchased or obtained from The Seller. The Buyer agrees that he/she is personally assuming the liability. This relieves The Seller and any worker or volunteer at Kohut Farm of this responsibility and/or liability.
9. Buyer may visit the premises upon appointment to observe the care of and maintenance of the crops, livestock, soil, etc. by appointment with The Seller.
10. Buyer understands that it is illegal to sell "Feed" to "The Public" unless regulated under government rules and regulations including regular inspection and enforcement through the CFIA. The Buyer warrants that all feed products obtained are for his/her own personal use with his/her animals as an owner and for no other purpose.
11. If the Buyer wishes to terminate this contract he/she must notify the Seller in writing.
12. The right to terminate or change this contract at any time belongs to the Seller.
13. This contract is a lawfully binding agreement in the Province of Alberta.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

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

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

**Buyer Contact Information:**

Name(s): \_\_\_\_\_

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

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