

VIRGINIA TECH		PRODUCER	
NAME		*NAME (<i>Individual</i>)	ENTITY/FARM NAME (<i>If Applicable</i>)
Virginia Polytechnic Institute and State University			
ADDRESS		ADDRESS	
105A Hutcheson Hall 250 Drillfield Drive Blacksburg, VA 24061			
EMAIL ADDRESS		EMAIL ADDRESS	
allianceforcsa@vt.edu			
TOTAL PAYMENT AMOUNT	ENROLLED ACREAGE AND/OR ANIMAL UNITS	FARM SERVICE AGENCY (FSA) FARM(S) #	FARM SERVICE AGENCY (FSA) TRACT(S) #
\$			

This Producer Agreement (“Agreement”) is entered into as of the date of signature (“Effective Date”) by Producer.

In consideration of the participation by the Producer, Producer agrees to the following terms and conditions:

- 1. Participation.** Producer agrees to participate in The Alliance to Advance Climate-Smart Agriculture: Supporting Producers to Promote Productivity, Markets, and Environmental Benefits (“Pilot Program”), by providing qualifying practices specified in Virginia Tech’s Cooperative Agreement (NR233A750004G102) with the United States Department of Agriculture Natural Resources Conservation Service.
- 2. Performance.** Producer’s application to the Pilot Program is hereby incorporated by reference. Producer agrees to perform the qualifying practices specified in the application process.

Practice(s):

- 3. Payment.** Producer shall be responsible for activating a Virginia Tech-provided debit card in order to receive payment under the Pilot Program. **The debit card will be assigned to the individual listed above, who is an authorized representative of the entity, and intends to use the funds to the entity as required.** If Producer has activated their debit card, Producer shall be paid via a debit card payment within sixty (60) days in accordance with the following schedule:

Event	Percentage of Total Payment Amount
Agreement Execution: receipt of FSA Subsidiary Print and Map, approved CPA-52 (if applicable to practice), W-9, signed producer agreement	50%
Implementation and Verification: receipt of practice worksheet, receipt of FSA Shapefile	25%
Final report: receipt of COMET-Planner report and other greenhouse gas data, receipt of completed practice worksheet, completion of surveys	25%

4. **Liability.** IN NO EVENT SHALL VIRGINIA TECH, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING DUE TO PRODUCER’S PARTICIPATION IN THE PILOT PROGRAM. THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

5. **Term and Termination.** This Agreement is effective for one (1) year from the date of Producer’s signature unless terminated earlier. Virginia Tech may terminate this Agreement upon thirty (30) days’ advance written notice to the Producer. Producer may terminate this Agreement upon thirty (30) days’ advance written notice to Virginia Tech. If the Producer terminates this Agreement early, the Producer will forfeit any remaining payments due to Producer. If Producer is unable to implement the approved practice in year one due to conditions outside of their control, such as inclement weather, they will be given an extension to install the practice in the second year upon approval from Virginia Tech. If Producer does not adopt the practice after two years, they must return the funds or apply for an extension due to extenuating circumstances. Approval of extensions are not guaranteed.

6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law provisions.

7. **Entire Agreement.** This Agreement constitutes the entire understanding of Producer.

By signing below, Producer agrees to all the above terms and conditions, as of the Effective Date.

FOR PRODUCER
SIGNATURE
PRINTED NAME
DATE