

APPENDIX A
SAMPLE COOPERATIVE
MEMBERSHIP AND MARKETING
AGREEMENTS

Cooperative Farm Bargaining

**1. Membership Agreement --
California Canning Peach Association**

Name _____ Number _____ County _____

Address _____ District N _____ Orchard _____

Social Security No. _____

City _____ Zip _____

THIS AGREEMENT, made this _____ day of _____, 19____, between CALIFORNIA CANNING PEACH ASSOCIATION, a non-profit cooperative association organized under the Agricultural Code of the State of California ("the Association"), and _____, ("the Member"), applies to the following orchards: (see Exhibit A for acres, variety and year of plant.)

Member _____

Witness _____

California Canning Peach Association by: _____

WITNESSETH:

Consideration 1. The Member acknowledges that other growers throughout the State have or hereafter may execute similar Membership Agreements with the Association and this Agreement is executed in consideration of becoming a member in the Association and of all other growers who are or will become members in the Association, with the purpose of achieving the mutual satisfaction and benefit of all members of the Association through cooperative endeavor and enterprise.

Term of Membership Agreement 2. This Membership Agreement shall become effective on November 1, 19____, and shall be for a term of fifteen (15) years, unless terminated in accordance with paragraph 3 hereof.

Termination 3. This Membership Agreement may be terminated by the Member by giving written notice thereof to the Association between November 1 and November 14, inclusive, of any crop year during which the Agreement is in effect. The Association, likewise, may terminate the Membership Agreement by giving written notice thereof to the Member between January 1 and February 28, inclusive, of any crop year during which the Agreement is in effect. Any notice of termination given in accordance with this paragraph shall become effective upon the close of the crop year in which such notice is given.

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**Sale and
Delivery of
Products**

4. The Association hereby purchases and the Member sells all of the varieties of peaches produced by or for the account of the Member on the lands described in Exhibit "A" hereto during each year this Membership Agreement is in effect; provided, however, that notwithstanding any provisions in this paragraph 4 to the contrary, the obligation to deliver peaches of a Member whose canning peaches are presently under contract to a processing cooperative shall be as described in paragraph 5 hereof and the obligation to deliver peaches of a Member whose canning peaches are sold under an existing contract to a commercial canner shall be as described in paragraph 6 hereof.

All deliveries of peaches under this Membership Agreement shall be in accordance with such rules and regulations as may be adopted by the Board of Directors of the Association and as are authorized by the By-Laws of the Association.

**Cooperative
Members**

5. Any Member of the Association who is also a member of a cooperative processing company may deliver his peaches directly to said cooperative and is exempt from the provisions of paragraphs 4 and 11 hereof. Such Member acknowledges that the Association may collect from the cooperative to which his peaches are delivered a service charge per ton on the peaches described herein equal to the service charge paid to the Association by commercial processors. Additionally, the Member agrees to direct the cooperative to which he delivers his peaches to pay to the Association an amount equal to 1% of the established price for such peaches, which sum shall be held by the Association and disbursed in accordance with paragraph 10 hereof.

**Agency
Members**

6. Any Member of the Association who, at the time of execution of this Membership Agreement, is obligated by contract to deliver the peaches described herein to a commercial cannery shall deliver his peaches directly to such commercial cannery and shall be exempt from the provisions of paragraphs 4 and 11 hereof until the expiration of the current term of said contract, but thereafter the Member shall become subject to the provisions of said paragraphs 4 and 11 and this paragraph shall no longer apply. The Member hereby appoints the Association to act as his agent during the current term of his contract with such commercial cannery to perform such services and to conduct such activities (including price negotiations) as the Association deems necessary or advisable to assure that the Member will receive a price for his peaches which is equal to the price received by other members of the Association. The Member agrees to pay a service charge per ton on the peaches described herein equal to the service charge paid by commercial canners to the Association on peaches sold by the Association and that the Association may collect such service charge directly from said commercial canners. In this regard, the Member agrees that he will give notice to such commercial cannery pursuant to Section 58451 of the Agricultural Code of the State of California that he hereby assigns such sum to the Association and directs that such sum be deducted from the price to be paid for the peaches sold by him and to pay the same directly to the Association.

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Additionally, the Member agrees to direct the commercial canner to which he delivers his peaches to pay to the Association an amount equal to 1% of the proceeds arising from the sale of such peaches, which sum shall be held by the Association and disbursed in accordance with paragraph 10 hereof.

Establishment
of Purchase
Price and Time
of Payment

7. A member who has delivered peaches under this Agreement which the Association has been able to resell shall receive a minimum price therefor equal to 95% of the proceeds arising from such sale, and the Association shall cause 95% of the proceeds realized from such sale to be paid directly to the Member by the buyer thereof. The Association shall receive the remaining 5% of such proceeds, 4% of which it may deposit in a Contingency Fund designated and maintained as provided in paragraph 9, and the remaining 1% of which it shall deposit in a Revolving Fund designated and maintained as provided in paragraph 10.

Operation
of Pool

8. All peaches subject to this Agreement which the Association has been unable to sell at its established price or prices after using its best efforts to do so shall be placed in a pool with peaches of like grade, kind and classification. The price to be paid by the Association for the peaches delivered to the pool shall be based upon the net proceeds received by the Association from the operations of pool, after first restoring to the Contingency Fund or the Revolving Fund, as the case may be, all moneys expended from such funds in the financing or maintenance of the pool, as provided in paragraphs 9 and 10, and after deducting an amount equal to 1% of the net proceeds realized from the operations of the pool, which amount shall be held by the Association and disbursed in accordance with paragraph 10 hereof; provided, however, that the Board of Directors may excuse the payment of said 1% if in its discretion it would be fair and equitable to do so. The net proceeds of the Pool shall be distributed to the members participating in the Pool at such times and in such amounts as the Board of Directors, in its discretion, shall determine. The Board of Directors shall manage the pool in such a manner as, in its judgment, will provide the maximum returns to the members participating in the pool consistent with the purposes of the Association.

Contingency
Fund

9. Each year the Board of Directors of the Association shall determine whether it is necessary or appropriate to create a Contingency Fund for that year to supplement or augment the Revolving Fund established under paragraph 10. If such a fund is created, all moneys accumulated in the fund for that year shall be available to the Association for the primary purpose of assisting in the financing and administration of the pool established for that year (but not to purchase any of the peaches delivered to the pool); provided, however, that the Contingency Fund shall be utilized for such purpose only after all moneys accumulated in the Revolving Fund have first been exhausted.

In the event that the Board of Directors of the Association determines that the creation of a Contingency Fund is necessary in any year, all payments received by the Association representing 4% of the proceeds arising from the sale of its fruit during such year shall be placed in the fund. Contingency Fund Certificates shall be issued to the members whose peaches have been resold by the Association evidencing the amount of payments thus credited to the Contingency Fund. After the close of the pool established for that year, and prior to the distribution of the proceeds of the pool to the members participating therein, the Association shall cause all moneys expended from the Contingency Fund to be restored to the Fund; and as soon as practicable thereafter, the Association shall redeem pro-rata from its members all outstanding Contingency Fund certificates issued for that year.

In the event that the Board of Directors of the Association determines that the establishment of a Contingency Fund is not necessary in any particular year, then it shall cause all payments representing 4% of the proceeds arising from the sale of its fruit during such year to be paid to the members delivering such fruit.

Revolving
Fund

10. The Association shall create and designate upon its books a Revolving Fund. All payments received by the Association representing the 1% deduction referred to in paragraphs 5, 6, 7, and 8 shall be deposited in the Revolving Fund and accumulated annually until the balance in the Revolving Fund reaches \$1,000,000. Certificates shall be issued annually to the Members evidencing the amount of the deductions or contributions made by the Members and credited to the Revolving Fund. When the balance in the Revolving Fund reaches \$1,000,000 all subsequent 1% deductions received by the Association shall be used to retire pro-rata the then oldest Revolving Fund certificates; provided, however, that if disbursements are made from the Revolving Fund, as hereinafter provided, so that its balance falls below \$1,000,000, all further redemptions of Revolving Fund certificates shall be suspended until said balance is restored to \$1,000,000. To the extent practicable, the corpus of the Revolving Fund shall be maintained at \$1,000,000 and shall be available for use by the Association for such purposes of the Association as the Board of Directors deems advisable, specifically including the financing and maintenance of the pool provided for in paragraph 8 (but not to purchase any of the peaches delivered to the pool). In the event that the Revolving Fund is utilized to finance or maintain such pool, all moneys so utilized shall be restored to the Revolving Fund, after all disbursements from the Contingency Fund have been repaid, before any distribution of the net proceeds of the pool is made to the members participating therein. Except as otherwise provided herein or by the By-Laws of the Association, there shall be no limitation on the use of the moneys accumulated in the Revolving Fund or on the manner of its investment by the Board of Directors for the purposes of the Association.

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- Liquidated Damages for Non-Delivery** 11. The parties hereto fully understand and admit it would be impracticable or extremely difficult to fix the actual damages to the Association which would result from a breach of this Membership Agreement by the Member, and therefore they expressly agree that in the event of the Member's neglect, failure or refusal to deliver to the Association the products purchased hereunder, the Member will pay to the Association as liquidated damages, a sum equal to 25% of market value of each and every ton of peaches that the Member fails to deliver to the Association in accordance with the terms hereof. In default of such payment, the Association may offset against such sums owing from Member any credit standing in the name of Member, including Member's interest in any fund of the Association, or may bring suit in any court of competent jurisdiction in the State of California, and the Member agrees to pay all expenses arising out of or caused by such litigation, including reasonable attorneys' fees.
- Operating costs** 12. Each Member agrees to pay a pro-rata share of the annual operating costs of the Association to the extent that such operating costs are not covered by the service charge paid to the Association under paragraphs 5 and 6 or by a commercial canner; provided, however, that in any one crop year the obligation of the Member shall not exceed \$1.50 per ton for each ton of products sold subject to this Agreement. In this regard, the Member agrees that, when requested to do so by the Association, he will give notice to the processor to which his peaches are delivered pursuant to Section 58451 of the Agricultural Code of the State of California, that he hereby assigns such sum to the Association and directs that such sum be deducted from the price to be paid for the peaches sold by him and to pay the same directly to the Association.
- Deliveries to be in the Name of Members** 13. All deliveries of the peaches subject to this Agreement are to be made in the name of the Member unless notice to the contrary is given in writing to the Association, and all payments or advances hereunder are to be made to the person in whose name such deliveries are made or upon order signed by him and duly accepted by the Association.
- Records** 14. The Member agrees to furnish or to make available to the Association any records concerning the production, delivery and sale of the peaches subject to this Membership Agreement.
- Notices** 15. All notices herein provided to be given, shall be deemed to have been given to the Association when mailed, postage prepaid, to its office in Lafayette, California, and to the Member when mailed, postage prepaid, to his address as noted hereon, or to such other address as may from time to time be furnished in writing by either party to the other.
- Partnership Member** 16. If this Agreement is signed by an individual in behalf of a partnership, he warrants that he is authorized to sign in behalf of the partnership and agrees that this Agreement is binding upon the partnership and all its individual partners.

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Bona Fide Transfer	17. If a Member transfers any portion of the land described herein during the term of this Agreement, the peaches produced thereon shall be delivered to the Association during the crop year in which such transfer is made, but not thereafter. The Member agrees to notify the Association in the event of such a transfer and to provide the transferee with a copy of this Agreement prior to the transfer. If the transferee fails to deliver said peaches to the Association in accordance with this Agreement, the Member shall remain obligated to the Association for liquidated damages as provided in paragraph 11 hereof, and the Association shall have such additional remedies as are provided by law.
Force Majeure	18. In the event that the performance of this Agreement by the Member or the Association is prevented by strikes, disasters or any other cause beyond the parties' control, injunctions or the orders of any officer or regulatory body of the state, federal or any local government, the parties shall be excused from such performance to the extent thus prevented, and neither party shall have any right against the other by reason of such non-performance.
Agreement Expressed Herein	19. The parties agree that there are no oral or other promises, conditions, covenants, representations or inducements in addition to or in variance with any of the terms hereof and that this Agreement represents the full understanding of both parties.
Succession	20. This Agreement shall bind the heirs, administrators, successors, and/or assigns of the respective parties hereto.
Counter-Part Execution	21. This Agreement and all similar agreements executed by other members shall be deemed counter-parts of one and the same contract, but each Member shall be severally liable for the full performance of the Agreement signed by him. This Agreement shall not be effective until it has been executed by the Association and authorized or ratified by the Board of Directors of the Association.
By-Laws Acceptance & Approval	22. The Member hereby acknowledges receipt of a true and correct copy of the By-Laws and hereby gives his full assent to and approval thereof, with like force and effect as if the Member's signature has been affixed to the original By-Laws.
Crop Year	23. A crop year as used herein shall begin on November 1 and shall close on the following October 31.

2. Washington Asparagus Growers Association
Marketing Agreement

This contract made and entered into this _____ day of _____
19___, by and between _____ of the
County of _____, State of
_____, whose present mailing address is
_____ of the State of _____ hereinafter

called the "Grower", cooperative corporation organized under the cooperative marketing act of the laws of the State of Washington, hereinafter called the "Association", WITNESSETH:

In consideration of the promises, stipulations, and agreements hereinafter set forth to be performed by the parties hereto respectfully, and in further consideration of substantially similar agreements between members of the Association and other members of the Association, IT IS AGREED by and between the Association and the Grower as follows:

1. The Grower hereby appoints the Association his sole and irrevocable agent for the purpose of marketing and selling all asparagus to be grown and harvested by the said Grower or for him or on lands leased by him to tenants or otherwise acquired by him, during the life of this contract, and the Grower agrees to market all such asparagus exclusively through the Association.

2. The Grower hereby appoints and designates the Association as exclusive sales agent and agrees to annually market through the facilities of the Association his entire harvested production of asparagus each year.

3. The Association is hereby authorized, and the Association agrees to, determine in its' sole discretion as to the sale of signed asparagus for processing and the Association is empowered to sell asparagus for processing to such processors, firms, persons, corporations, and at such prices as the Association shall determine; provided, however, that insofar as practicable and possible,, the Association will confer with and respect the desires of Growers' before the Association sells Growers' signed asparagus to other than a processor or processors designated by Grower.

4. In the event that Grower is by contract obliged to market signed asparagus to or through a cooperative cannery or a commercial processor, or to any other person, processor, broker, corporation, or firm, the appointment of the Association as exclusive sales agent for signed asparagus shall not be or become effective until such time as the Grower is no longer so obliged to market signed asparagus; provided, however, Grower shall not cause to be renewed or extended any such contract beyond date of termination. Grower's obligation to share in the Association's operating expense shall immediately become effective on the date this contract is signed.

5. In the event Grower shall market, sell or dispose of any signed asparagus of Grower, contrary to the provision of this Agreement, or shall sell, market, or otherwise dispose of any signed asparagus other than through the agency of the Association, such act will injure the Association in an amount that is, and will be, impracticable and extremely difficult to determine and fix, and that is, therefore, fixed in an amount of 20% of the market value of all asparagus sold, marketed or disposed of contrary to the provisions of this Agreement and which amount Grower so violating this Agreement agrees to pay, and shall pay, to the Association as liquidated damages and in default of payment thereof to the Association upon demand, such damages

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may be recovered in any court of competent jurisdiction in the name of the Association. In case any action is brought against Grower to recover from Grower the damages above provided for, Grower agrees to pay all costs, premiums on bonds, expenses and attorneys fees in such action.

6. Either party hereto may terminate this agreement and membership in the Association by giving written notice to the other any time during the month of August of any year, such termination shall be effective as of the 1st day of September of the year in which the notice is given.

7. Each year after the effective date of this Agreement, the Grower shall furnish in written form, and in such manner and such time or times as the Association shall prescribe such estimates of Grower's expected signed asparagus tonnage as the Association may determine. The Association may require that the Grower, in furnishing such estimates, shall designate his preference of the purchaser of his signed asparagus.

8. If this Agreement is signed by the members of a partnership, it shall apply to them and each of them individually in the event of a dissolution or termination of said partnership.

9. In case of a bona fide sale made by the Grower of any portion or all of the land upon which the signed asparagus is grown and produced to any person, firm, or corporation during the term of this Agreement, all asparagus produced upon the land so sold shall be marketed or sold pursuant to this Agreement during but not beyond September of the succeeding year in which sale shall have been made and such purchaser shall be deemed to be obligated to market or sell said asparagus pursuant to this Agreement, provided, however, that the Board is empowered to release asparagus grown upon such property prior to the actual sale of said asparagus to the Association. In the event of the failure of the purchaser so to market or sell said asparagus the Grower shall remain obligated to the Association for liquidated damages as herein provided for all asparagus not so marketed or sold by such purchaser and in addition the Grower shall be subject to any and all other remedies available to the Association in the event of breach of this Agreement.

10. It is mutually understood and agreed that the Grower shall pay to the Association for and in consideration of the services to be rendered by the Association a sum equal to 1% of all asparagus marketed by the Grower and the Grower hereby authorizes and instructs the purchaser of said asparagus to deduct such amounts from the proceeds of the sale of said asparagus each pay day and pay same to the Association.

11. This contract shall continue in full force and effect for a period of five years from the date hereof, provided, however, to the right of termination by written notice as hereinabove provided.

12. The parties agree that there are no oral or other promises, conditions, covenants, representations, or inducements in addition to or in variance with any terms hereof, and that this Agreement represents voluntary and full understanding of all parts.

13. The parties hereto agree that this Agreement shall bind the heirs, administrators, successors, and assigns of the respective parties hereto.

14. Inasmuch as the signature of the original By-Laws adopted by the Association by each and all Growers would be difficult and impracticable, now, therefore, the Grower does hereby agree with the Association and with all other members of the Association that by execution of this Agreement, the Grower acknowledges the receipt of a full true and correct copy of the By-Laws of the Association and does hereby give his full assent to, and approval thereof, with like force and effect as if the Grower' signatures had been affixed to the original of said By-Laws, and the member agrees to abide by the said By-Laws and all amendments thereof.

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**3. Membership Agreement of
California Tomato Growers Association, inc.**

THIS AGREEMENT, made this _____ day of _____, 19____, between CALIFORNIA TOMATO GROWERS ASSOCIATION, INC., a non-profit cooperative association organized under the Agricultural Code of the State of California ("the Association") and _____

_____, a grower-member of said Association ("Member").

WITNESSETH:

WHEREAS, Member is one of numerous producers situated throughout the State of California engaged in the production of tomatoes and the by-products thereof;

WHEREAS, Member can more efficiently and economically market his products by joining together with other growers in the State of California in a cooperative association;

NOW THEREFORE, the parties hereto agree as follows:

1. Consideration. This Agreement is made by Member in consideration of the execution of similar membership agreements by other producers of tomatoes situated throughout the State of California and in consideration of the services to be performed by the Association as hereinafter set forth.

2. Duration of Membership Agreement; When Operative. Subject to Member's right to withdraw as provided in paragraph 8 hereof, and subject to the Association's right of termination as provided in the Association's by-laws, this Agreement shall be for a period of two (2) crop years beginning with the crop year in which the Board of Directors of the Association determines that this agreement is first operative, and shall be extended from time to time thereafter for additional periods of two (2) crop years unless written notice of withdrawal is received by the Association prior to November 1 of the last year of the current membership agreement period. This contract shall become operative only if Members representing 65% of the acres planted to processing tomatoes in the previous crop year in the State of California have signed and delivered to the Association contracts similar to this one, and if Members representing said acreage do not sign and deliver to the Association contracts similar to this one, then and in such event this contract shall be null and void and of no further force or effect.

The determination of the Board of Directors of the Association in regard to the acreage planted to processing tomatoes in the previous crop year in the State of California represented by Members of the Association signing and delivering to the Association contracts similar to this one, and the dates upon which such contracts become effective shall be final and conclusive and binding upon the parties hereto.

3. Sale and Delivery of Tomatoes. During the term of this contract, Member shall sell and deliver all processing tomatoes to be produced by or for him or in which he has any interest whatsoever whether it is as landlord or tenant or otherwise, only upon such minimum terms and conditions as Association shall fix and establish and approve, and Member shall not sell or deliver or permit to be delivered any processing tomatoes produced by or for him other than in accordance with this Contract. Notice of such approval shall be given to Member by Association by United States mail addressed to Member at his post office address appearing on the records of Association.

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4. **Services of Association.** Association, as the exclusive bargaining agent for Member, shall have the exclusive authority, right and power during the term of this Contract, without taking title, to establish and fix (including the authority to change and amend) and to approve the minimum terms and conditions of sale or of the Contract of sale of all of the processing tomatoes produced by or for Member and other members who have executed contracts similar to this one, and the minimum terms and conditions of sale or of the Contract of sale shall be fixed and established and approved by Association in such form and manner and at such price as Association deems for the best advantage of all members who have signed such similar contracts. Association shall during the term of this Contract perform its services for Member to the best of its ability under economic and marketing conditions from time to time existing.

In performing the bargaining service herein specified, Association shall solicit for and on behalf of its members contracts which it will approve with the greatest possible number of processors of processing tomatoes and brokers thereof, and diligently attempt to procure the largest possible market for the members' processing tomatoes.

5. **Approved Contract.** Each year during the term of this Contract, Association shall for the purpose of establishing or fixing the minimum terms and conditions of sale of the processing tomatoes of Member to any person, firm or corporation, prescribe or approve the form and substance of the Purchase and Sales Agreement to be entered into and executed by and between Member and the buyer of Member's processing tomatoes, and such contract shall be designated as an "Approved Contract."

During the term of this Contract, Member shall not sell any processing tomatoes to any buyer except pursuant to a Purchase and Sales Agreement approved by Association and designated as herein provided. Each year after Association has established and fixed the minimum terms and conditions of sale and has prescribed or approved the form and substance of the Purchase and Sales Agreement to be entered into between Member and the buyer of Member's processing tomatoes, Association will approve at the request of Member a Purchase and Sales Agreement for Member's processing tomatoes for that year complying with the terms and conditions fixed and established by Association and which is in the form and substance prescribed or approved by Association.

6. **Payment.** During the term of this contract, the buyer of Member's processing tomatoes shall make payment directly to the member for all tomatoes sold by Member to the buyer less the maximum amount of Fifteen Cents (\$.15) per ton for all tomatoes delivered by the Member (hereinafter referred to as "the deducted amount") which amount Member hereby authorizes and directs to be deducted by the buyer of his tomatoes from the gross sales price, and paid by the buyer directly to the Association. Such deducted amount shall be paid to and used by the Association for the actual and necessary bargaining expense of Member's tomatoes and also for the general maintenance and support of the Association.

7. **Other Services.** Association shall, to the best of its ability, furnish to its members such other services in the nature of information, data and statistics pertaining to production, marketing and utilization of tomato crops as may from time to time be currently available.

Association shall represent Member and other members in matters relating to the improvement of conditions respecting the production, marketing, utilization and grading of canning or processing tomatoes.

8. **Member's Right of Withdrawal.** Member may file with the Association on or before November 1 of the last year of the then current period that this Agreement is in force, a written notice of withdrawal and the Association shall thereupon give a

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written release to Member and thereupon this Agreement shall be cancelled as to Member with respect to all succeeding years of the contract period, and the Association is given the reciprocal right to give written notice to Member at any time during the month of March in any of said years of its desire to withdraw from the Agreement, and thereupon this Agreement shall be cancelled as to Member with respect to all succeeding years of the contract period.

9. Articles of Incorporation, Etc. Member shall comply and abide by the provisions of the Articles of Incorporation and the By-Laws of Association and all amendments thereto that may from time to time be hereafter adopted, and all rules and regulations that may from time to time be adopted by the Board of Directors of Association.

10. By-laws Acceptance and Approval. Inasmuch as the signature of the original by-laws adopted by the Association and by each and all of its members would be difficult and impracticable, Member hereby agrees with the Association that by the execution of this Agreement he acknowledges the receipt of a full, true and correct copy of the by-laws of the Association and does hereby give his full assent to and approval thereof, with like force and effect as if Member's signature had been affixed to the original of said by-laws.

11. Information from Member. At such times as Association may request during the term of this Contract, Member shall promptly notify Association in writing of the location of his tomato crop, the number of acres planted to tomatoes, the varieties of tomatoes planted, his estimated production, and such other information as the Association may deem necessary.

12. Liquidated Damages. It is understood and agreed that this Contract is one of many marketing contracts generally similar in substance and form entered into and executed by and between other members and Association who together with Member are mutually and individually obligated to each other through the Association; and Association shall be deemed to be acting in its own name for and on behalf of all such members in carrying out and enforcing such contracts in any action or legal proceedings arising therefrom.

The true value of this Contract, and all similar marketing contracts executed by other members and Association, depends upon the adherence of each and all of the contracting members to each and all of said contracts, and Association and its members would be materially damaged by the breach of this Contract. In case of the breach of this Contract, it would be extremely difficult and impracticable to calculate with mathematical accuracy the exact amount of damages. and, therefore, it is specifically agreed that Member will pay to the association an amount equal to twenty-five percent (25%) of the gross sales proceeds for all processing tomatoes sold or otherwise disposed of by or for Member contrary to the provisions of this Contract, which amount is agreed to be reasonable and liquidated damages.

13. Breach or Cancellation of Other Contracts. The breach or cancellation of a similar bargaining contract or contracts entered into by Association with one or more other members shall in no manner impair or affect the obligations under this Contract, or the mutuality of interests hereunder created.

14. Successors and Assigns. This Agreement shall bind the heirs, administrators, successors and assigns of the respective parties hereto. Therefore, no sale, transfer, lease or other conveyance of land by member for the purpose of evading directly or indirectly his obligations hereunder shall discharge any obligations herein created.

15. Counter-Part Execution. This Agreement and all similar agreements executed by other members shall be deemed counter-parts of one and the same contract, but each Member shall be severally liable for the full performance of the contract signed by him. This Agreement shall not be effective for any purpose unless and until the execution and delivery hereof by the Association shall have been authorized or ratified by the Board of Directors of the Association.

16. Partnership Member. If this Agreement is signed by a member or the members of a co-partnership, it shall apply to them and to each of them individually in the event of a dissolution or termination of said co-partnership.

17. Bona-fide Transfers. In case of a bona-fide transfer made by Member during the term of this Agreement of all or any portion of the land upon which the products subject to this Agreement are produced, all products produced upon the lands so transferred shall be delivered subject to this Agreement during, but not beyond, the calendar or crop year in which such transfer shall have been made, and such transferee shall be obligated to deliver said products hereunder. If the transferee shall fail to deliver said products, Member shall pay to the Association liquidated damages as herein provided with respect to all products not so delivered by such transferee, and, in addition, the Association shall have any other remedy given to it by law or by this Agreement.

18. Performance Excused. In the event the Association is prevented in any year from performing the terms of this Agreement by strikes, injunctions or the orders of any officer or regulatory body of any governmental agency having jurisdiction in the premises, it shall be excused from such performance, and Member, in such case, shall have no right of damages against the Association.

19. Exclusive Agreement. The parties hereto agree that there are no oral or other promises, conditions, covenants, representations or inducements in addition to or in variance with any of the terms hereof and that this Agreement represents the voluntary and full understanding of both parties.

20. Costs of Legal Action. If Association brings any action to enforce any of the provisions hereof or to secure specific performance hereof, or to collect damages of any kind for any breach hereof, Member shall pay to Association all costs, premiums for bonds, expenses and fees including any reasonable attorney's fees expended or incurred by Association in any such proceedings, and all such costs, expenses and fees shall be included in the judgment.

21. Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of California.

22. Notices. All notices herein provided for shall be deemed to have been given to the Association when mailed, first class, postage prepaid, to its office in Stockton, California, and to Member when mailed, first class, postage prepaid, to his address as noted hereon, or to such other address as may from time to time be furnished in writing by either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written.

CALIFORNIA TOMATO GROWERS ASSOCIATION, INC.

By: _____ Member: _____

Accepted at: _____ Address: _____ City: _____

this _____, 19__ ,
in accordance with a resolution duly
adopted by the Board of Directors. County: _____

By: _____ I declare my voting district to be: _____

**4. Processing Apple Membership and Marketing Agreement,
Processing Apple Growers Division of Michigan Agricultural
Cooperative Marketing Association, Inc.**

THIS AGREEMENT is entered into between Michigan Agricultural Cooperative Marketing Association, inc., an agricultural cooperative incorporated under the laws of the State of Michigan (hereinafter called "association"), and the undersigned producer (hereinafter called "member").

In consideration of the mutual promises, covenants and conditions to be kept and performed by the parties hereto, the parties agree as follows:

1. The member hereby appoints and employs the association as his exclusive sales agent as herein provided to market all apples to be grown or produced by him, or for him, or acquired by him as landlord or tenant that he hereafter may have to dispose of each season for processing purposes during the life of this agreement, and the association accepts such appointment and employment to act as such exclusive sales agent.

2. The association agrees to negotiate sales on behalf of the member, to the best of its ability under economic and marketing conditions from time to time existing for all processing apples subject to this agreement.

3. The member agrees he will not dispose of or sell apples subject to this agreement except through the association as the exclusive sales agent. The member further agrees to deliver apples in accordance with the terms of such negotiated sales.

4. Shortly before harvesting time, the member shall indicate his choice of processor or handler and will furnish an estimate of the number of bushels of processing apples by variety he will have for processing, furnishing this information on forms supplied by the association, which shall be returned to the association on or before a date set by it. This information will be used by the association to plan sales and make composite offerings. The member may adjust estimate later by notifying the association.

5. The member agrees to pay the association for services rendered annually under this agreement a maximum of 5% of the gross sales price of all processing apples subject to this agreement. The service fee shall be set annually within such maximum by the Processing Apple Marketing Committee after determining the current financial needs of the association. The member authorizes purchasers of member's apples to deduct said percent of the gross sales price from member's gross sales proceeds and to remit such deduction to the association directly. The purchaser shall remit the balance of gross proceeds directly to the member. In the event the purchaser fails to or refuses to make deductions as authorized by the member, the member agrees to make payment directly to the association. The minimum fee payable by the member to the association shall be \$10.00 per crop season payable on or before January 1 following harvest.

6. The association agrees to render, to the extent of its capacity and ability, such other services with reference to dissemination and distribution of information, data and statistics pertaining to the production, marketing and utilization of processing apples, as may, from time to time, be currently available.

7. If the member shall sell any processing apples covered by this agreement contrary to its provisions or shall sell any such apples other than through the association, it is agreed that such act will damage the association in an amount that is, and will be, impracticable and extremely difficult to determine and fix, and therefore, member agrees to pay the association three times the regular commission as liquidated damages for all processing apples that are disposed of contrary to this agreement, which damages may be recovered by the association in any court of competent

Cooperative Farm Bargaining

therefor and any other requested information.

10. Any fictitious sale or lease of a farm on which processing apples are grown by the member, or any other device entered into by him to avoid this agreement, shall be a violation thereof.

11. The member hereby applies for membership in the association, if not already a member thereof, and agrees to abide by the bylaws and policies thereof, and subscribes for one share of common stock of the association having a par value of \$1 .00 per share. The member authorizes the association to retain said share of stock on his behalf, and to effect a transfer of such stock on the books of the association from the member to the association at any time the member fails to fulfill all of the stock ownership eligibility requirements of the association. It is understood and agreed that the member is hereby designated as a member of the Michigan Processing Apple Growers Division of the association, and the member agrees to abide by the Rules of Organization and Operation (by laws) of such Division and by the decisions of its Processing Apple Marketing Committee.

12. This agreement shall continue in effect indefinitely unless cancelled as herein provided by one of the parties hereto. Either party hereto shall have the right to cancel this agreement by giving written notice to that effect by mail to the other party during the month of December of any year after this agreement has been in effect for at least one processing apple marketing season. Obligations of both parties shall end on December 31 of the year following the year in which notice of termination is received; provided, however that, at the discretion of the association, this agreement shall not be terminated upon notice given by the member until his financial obligations to the association under this agreement are paid in full.

13. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors, and assigns.

14. This agreement, by mutual consent of both parties, shall supersede any previous agreement consummated by the same parties for processing apples.

15. This agreement is one of many other marketing agreements similar in substance and form executed between other producers and the association, who are mutually and individually obligated to each other through the association. The association shall be deemed to be acting in its own name for and on behalf of all such producers in carrying out the provisions of such agreements.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto on this _____ day of _____ 19__.

(WITNESS SIGNATURE)

1074 Agreement No.

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Sample Cooperative Agreements

(Farm Name)

(Partners Names)

BY _____
(Authorized Signature)

(Route No. & Box) (Street or Road & No.)

(City) (State) (Zip Code)

(County) (Area) (Telephone No.)

MICHIGAN AGRICULTURAL COOPERATIVE
MARKETING ASSOCIATION, INC.
7373 West Saginaw Highway, Lansing, Michigan 48917

<p>_____ \$1.00 for one share of MACMA voting stock</p> <p>_____ Subscriber is already a MACMA member</p> <p>_____ (Agent)</p>
--

NOTE: Send all copies to Home Office. Duplicate will be returned after signing.

BY _____
(General Manager)

5. Association-Handler Agreement, Processing Apple Growers
Division of Michigan Agricultural Cooperative
Marketing Association, Inc.

AGREEMENT

Memorandum of an agreement made and entered into this _____ day
of _____, 1978 by and between the Michigan Processing
Apple Growers Division of Michigan Agricultural Cooperative Marketing Association,
Inc. of 7373 West Saginaw, Lansing, Michigan, hereinafter referred to as the "Asso-
ciation", and _____ of _____
hereinafter referred to as the "Handler".

WITNESSETH:

The Association, acting as sales agent for its members who are producers of process-
ing apples as well as other producers included in the processing apple bargaining unit
under Act 344 of the Public Acts of Michigan of 1972, as the accredited association
under such Act, and the Handler, which proposes to purchase processing apples from
such producers during the 1978 marketing season have arrived at an agreement as to
the minimum base prices which the Handler shall pay to the producers for various
varieties of processing apples delivered to it during the 1978 apple crop marketing
season.

NOW, THEREFORE, in order to consummate such agreement, and in consideration
of their mutual covenants and obligations, the parties agree, as follows:

1. The Handler shall pay to the producers referred to above for all processing
apples delivered to it by such producers the amounts as listed below:

Peeler apples, U.S. No. 1 Processing Grade, for canning and freezing, 2 1/2 inches
in diameter and up.

Spvy Variety _____ per cwt. Soft Varieties _____ per cwt.

Hard Varieties _____ per cwt. Undersize _____ per cwt.

Preferred slicing varieties _____ per cwt. _____

Straight loads of apples for juice on a delivered basis _____ per cwt.

2. Unless other payment arrangements have been agreed upon between the
Handler and the producers, and subject to the provisions of paragraph 3 herein, such
payments shall be cash and made to the producers, respectively, following the deliv-
ery of the processing apples to the Handler. Scheduling, deliveries, grading, weighing
and containers shall be handled under the same arrangements and practices as have
been common in recent years within the industry in Michigan.

3. The Handler shall deduct two (2) percent of the gross sales proceeds paid to
the producers referred to above for all processing apples used for peeling and or
juice apples and remit the same promptly to the Association as a marketing fee in
accordance with the membership and marketing agreement between the Associa-
tion and its members and Public Act 344 referred to above. The Association shall
provide the Handler with a list of its current members. The Handler also agrees to
maintain a record of cwt. of apples delivered to it by the producers referred to

Sample Cooperative Agreements

above, including the gross value of the processing apples and the marketing fees deducted, and to provide a recap of such information to the Association at the end of the season on a form supplied by the Association.

4. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Witnesses:

Processing Apple Growers Division of
Michigan Agricultural Cooperative
Marketing Association, Inc.

_____ By: _____

Title

_____ By: _____

Title

6. Membership Agreement – Potato Growers of Idaho, Inc.

THIS AGREEMENT, between the POTATO GROWERS OF IDAHO, INC., a non-profit corporation of the State of Idaho, hereinafter called "Association," whose present mailing address is P.O. Box 949, Blackfoot, Idaho 83221 and _____

whose mailing address is _____

hereinafter called "Member," and who hereby applies for membership in Association,

WITNESSETH: That, in consideration of such application and its acceptance and the mutual covenants herein contained, it is agreed as follows, TO-WIT:

1. MEMBER AGREES:

A. Not to make or enter into any contract or agreement prior to the season date of any year for sale or delivery of contract potatoes except upon an approved contract form for that year in the district where the potatoes are to be delivered; provided this paragraph shall not be construed to prohibit crop share leases and crop mortgages in usual form.

B. To faithfully keep and perform all approved contracts made by Member.

C. To promptly provide Association, directly or through district officers as requested from time to time, information as to the location, acreage, varieties, estimated yield and production of Member's potato crop and acreage or quantity which Member is considering marketing under an approved contract for that season.

D. And hereby Sells, Assigns and Transfers to POTATO GROWERS OF IDAHO, INC., such percentage, not exceeding one-half of one percent (1/2%) of the gross sales price of my potatoes hereafter sold by or for me as may from time to time be fixed and determined to be my State and District Members Dues for my membership in said Association and authorize and direct all buyers of my potatoes hereafter during the term of my membership in said Association to deduct such amounts from the purchase price and pay the same for my account directly to the State Treasurer or other designated officers and agents of Assignee, provided that member agrees, in any event, to pay annual dues of Ten Dollars (\$10.00).

E. To abide by and comply with the Articles of Incorporation, By-Laws and rules and regulations of Association, and all amendments thereto that may from time to time be hereafter adopted not inconsistent herewith, and the same shall be deemed part of this agreement as fully as if set out herein at length.

F. To pay all costs and expenses, if any, incurred by Association, including reasonable attorney's fees, for any successful action or proceeding to enforce any of the terms of this agreement.

2. ASSOCIATION AGREES:

A. To negotiate each year before the season date with buyers of contract potatoes in each district and, with the approval of the majority of the district directors, to determine and procure the best possible approved contracts for each district for that year.

B. To furnish to Member, to the best of the ability of Association's officers, information, data and statistics as may from time to time be currently available pertaining to production, marketing and utilization of potato crops in Member's district.

C. To keep records of receipts and disbursements of the Association and its districts, and report a summary thereof to Member at least annually.

3. ASSOCIATION AND MEMBER MUTUALLY AGREE:

A. Whenever the terms "contract potatoes," "season date," "approved contract," and "Member's dues" are used in this agreement, they shall be given the same meaning as in the by-laws in effect at the time.

B. To promote the purposes end objectives of Association and the general mutual welfare, upbuilding and improvement of the Idaho potato industry.

C. That this agreement is one of many membership agreements generally similar in substance end form which shall be considered as mutual agreements with each and every other Member as well as with the Association, and that this agreement may be enforced by the Association or by any other Member acting in the name of the Association and for and on behalf of all other Members. The true value of this agreement and all similar membership agreements executed by other Members with the Association depends upon the adherence of each and all of the contracting Members to each and all of the terms of said membership agreement, and Association and its Members would be materially damaged by any breach of this agreement. In case of breach of this contract, it would be extremely difficult and impracticable to calculate with mathematical accuracy the exact amount of damages, and therefore it is specifically agreed that in the event of any breach of this contract by Member, Member will pay to the Association an amount equal to ten percent (10%) of the gross sales proceeds of all contract potatoes sold or otherwise disposed of by or for Member contrary to the provisions of this agreement, which amount is agreed to be reasonable and liquidated damages.

D. This agreement shall be binding upon and inure to the benefit of both parties hereto, their respective administrators, executors, heirs, successors, devisees, legatees, assigns, and also the spouse of Member.

E. This agreement may be terminated by the termination of Member's membership in the Association, as provided in the By-Laws, but such termination shall not relieve the Member of Member's obligations to comply with the terms of this agreement until Member has marketed all potatoes planted, raised or harvested by or for Member during the calender year in which such termination occurs.

F. The terms of this agreement shall be from the date hereof until and including the last day of August 19____ and shall be automatically renewed for successive terms of twelve months each thereafter unless on or before the first day of September preceding the end of such term or any renewal thereof, one party gives the other written notice of election not to renew by depositing such notice in any United States Post Office properly addressed with postage prepaid.

G. There are no oral or other promises, conditions, covenants, representations or inducements in addition or in variance with any of the terms hereof, and this contract represents the voluntary and full understanding of the parties.

DATED AND EXECUTED IN TRIPLICATE this _____ day of _____, 19____ POTATO GROWERS OF IDAHO, INC.

BY: _____ Agent -- Witness _____ Member

7. Membership Agreement,
National Farmers Organization
Corning, Iowa 50841

Name _____ or _____ Date _____
Print or Type

County _____ Township _____ State _____

ARTICLE I-AUTHORIZATION

I authorize the National Farmers Organization (hereinafter referred to as the N.F.O.) its agents or representatives to act for me as my exclusive representative in collective bargaining in respect to all commodities marketed from my farm, with the exception of those commodities presently covered by other marketing contracts, and to enter into contracts with the processors of products I own and control covering the selling prices and other conditions of disposal, and establish marketing procedure. I further authorize the said organization to act as my exclusive representative in the presentation, prosecution and adjustment of any complaint that I may have against the processor of the commodities of my farm, in accordance with and subject to the rights and privileges granted me by the By-laws of the N.F.O.

This authorization and direction shall be irrevocable for a period of three (3) years from the date appearing above. I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of three (3) years each unless written notice is given by me to the N.F.O. not more than twenty (20) days and not less than ten (10) days prior to the expiration of each three (3) year period. This authorization is made pursuant to the provisions of the Capper-Volstead Act enacted February 18, 1922.

ARTICLE II-NATIONAL N.F.O. COMMODITY DEPARTMENTS

Sec. 1-The Board of Directors of the N.F.O. shall create National Commodity Departments for Dairy, Grain, and Meat. Miscellaneous commodities may be assigned by the Board of Directors to any one of the three established Commodity Departments.

Sec. 2-The President of the N.F.O. shall appoint a Department Head who shall be known as a Director, and staff for each of the National Commodity Departments, subject to the approval of the Board of Directors. The Board of Directors shall have the power to remove a director or staff members of a Commodity Department.

Sec. 3-The National Commodity Departments shall be under the direction of the President and responsible for carrying out the intent of this Agreement and administrative policy established by the Board of Directors.

Sec. 4-The National Commodity Departments shall have the responsibility of assisting the Marketing Area Bargaining Committees in their negotiations with the processors and coordinate the activities of all Area Marketing Committees.

Sec. 5-The National Commodity Departments shall at the direction of the Board of Directors make plans for effective marketing procedures to be submitted to the Marketing Area Bargaining Committees for their consideration.

ARTICLE III-MARKETING AREAS

Sec. 1-The President and the Board of Directors shall establish marketing areas for each commodity based on area of supply of key markets.

Sec. 2-Bargaining with processors in each marketing area shall be done by elected Marketing Area Bargaining Committees under the supervision of the Executive Board and with the assistance of the National Commodity Departments.

Sample Cooperative Agreements

Sec. 3-Contracts consummated with processors shall cover only members of the marketing area who have signed membership contracts with the N.F.O.

Sec. 4-Marketing areas may from time to time be changed to provide better service for the membership.

ARTICLE IV-MARKETING AREA BARGAINING COMMITTEES

Sec. I-When in the opinion of the Board of Directors of the N.F.O. sufficient contracts have been signed covering a specific commodity to be effective in collective bargaining, the President shall call a meeting of the members of County Bargaining Committees who represent the commodity in each zone of the marketing area for the purpose of electing a member of the Area Bargaining Committee and an alternate member who shall serve as a member of the Area Bargaining Committee when the regular member is unable to serve.

Sec. 2-The Board of Directors shall divide each marketing area into seven (7) geographical zones for the purpose of distribution of bargaining committee representation.

Sec. 3-Each Marketing Area Bargaining Committee shall be composed of seven (7) members, one from each of the geographic zones of the marketing area.

Sec. 4-The term of office of the bargaining committee members and alternates shall be for a period of one year.

Sec. 5-The Marketing Area Bargaining Committee shall be responsible for the bargaining with the processor for the commodity they represent within their marketing area under the direction of the Board of Directors and the assistance of the National Commodity Department.

Sec. B-The Marketing Area Bargaining Committee shall meet and counsel with the County Bargaining Committees as provided herein and at other times that they deem necessary.

ARTICLE V-COUNTY BARGAINING COMMITTEES

Sec. I-Each county organized under the N.F.O. shall call meetings and elect a bargaining committee composed of a chairman and four members for each commodity represented by the N.F.O. in the county, such committees to be for Dairy, Grain, and Meat.

Sec. 2-Anyone who is an N.F.O. member producing farm products for which a bargaining committee is established is eligible to vote for members of the bargaining committee. However, in order to be elected to a bargaining committee, a member of the N.F.O. must be able to furnish ample proof that a substantial part of his farm income is derived from the commodity that the bargaining committee represents.

Sec. 3-County Bargaining Committees shall gather information and determine fair prices for the agricultural commodities which their committee represents.

Sec. 4-The Marketing Area Bargaining Committee shall, before entering into negotiations with a processor, call a meeting of the County Bargaining Committee for the commodity they represent, and by a two-thirds' vote of those attending this meeting shall determine the fair price for the commodity to be bargained for with the processor.

Sec. 5-From time to time, Marketing Area Bargaining Committees may call meetings of the County Bargaining Committees to report on the status of negotiations and seek their advice.

Sec. 6-The County Bargaining Committee shall be responsible for organizing farmers in their counties who produce the commodity they represent.

Sec. 7-The County Bargaining Committees may at times be called by the Area Marketing Committee to represent the organization in collective bargaining with processors of their commodity.

Cooperative Fawn Bargaining

ARTICLE VI-RATIFICATION OF MARKETING CONTRACTS

Sec. 1-No contract consummated with a processor shall be effective or binding until it has been ratified by a two thirds' vote of members in a marketing area who have signed contracts with the N.F.O. for the commodity, attending a meeting called for that purpose by the Marketing Area Bargaining Committee and has been approved by the Board of Directors of the N.F.O.

Sec. 2-If a marketing procedure is formulated for a marketing area, it will require the same ratification as contracts with processors.

Sec. 3-It will be the responsibility of the Marketing Area Bargaining Committee to give at least ten days' notice to members who have signed marketing contracts, by first class mail, to the address shown on this contract, giving date, time and place of meetings on any issue requiring ratification of N.F.O. members.

ARTICLE VII-MARKETING REQUIREMENTS

Sec. 1-Until such time as a contract has been consummated with the processor for a commodity I own or control in accordance with the provisions of this agreement; or until a marketing procedure has been established for a commodity and ratified in accordance with the terms of this agreement, a member shall be free to market his commodity as he chooses.

Sec. 2-When a contract has been consummated in accordance with the terms of this agreement covering a member's commodity, and he sells this commodity to a processor other than the one specified by the agreement, the member shall be assessed 10% of the gross sale of the commodity for liquidated damages.

Sec. 3--A member may request his Marketing Area Bargaining Committee to waive provisions of this agreement in instances arising that were unforeseen at the time of the signing of this agreement. The Area Marketing Committee must make a complete report on all such cases to the N.F.O. Board of Directors, on waivers granted. The Board of Directors shall have authority to revoke a waiver if, in their opinion, the waiver is not justified.

ARTICLE VIII-QUOTAS

Sec. 1--If quotas should become necessary on members under contract, they will be determined by the same democratic procedure that the fair-price formula was determined and shall require the same procedure of ratification, membership and approval of the Board of Directors as the contract with the processor before becoming effective.

Sec. 2-If quotas are established they will be based on contracts with processors for a specific quality and quantity of products and quotas will be based on quality, bushel and poundage basis and good land practices and ratio instead of crop history, and administered by the establishment of pools based on quality.

Sec. 3-This to be financed, if necessary by additional deductions at the processor level from commodities marketed.

Sec. 4--To implement the provisions of the other Sections of this Article, approval must be obtained from the members affected, in accordance with Article VI of this agreement.

Sec. 5-By a two-thirds' vote of N.F.O. members attending county meetings of which due notice has been given by the County Bargaining Committee at least ten days in advance of the meeting to the affected member giving date, time and place and purpose of meeting, an additional surplus disposal amount shall be checked off at the processor level, either for buying farm products and channeling to needy worthwhile organizations, or to form welfare agencies or others the N.F.O. may find necessary to keep production in balance with consumption.

Sample Cooperative Agreements

ARTICLE IX-MEMBERSHIP DUES AND FEES

Sec. 1-The membership dues of the N.F.O. shall be \$15.00 per year, or such amount as may hereafter be established by the N.F.O., which shall be due and payable to the Treasurer of the member's county organization, at the date of making application for membership in the N.F.O., and yearly thereafter, as prescribed by the By-Laws of the organization.

Sec. 2-A member shall be assessed \$60.00 at the time of signing this contract and yearly thereafter by the N.F.O., which shall be used as directed by the Board of Directors to defray expenses incurred in carrying out a program of effectuating collective bargaining with the processor, and other activities in the best interest of the membership of the organization to be determined by the Board of Directors of the N.F.O.

Sec. 3-When a marketing contract has been consummated by the N.F.O. covering a member's commodity, it shall provide that the processor check off 1% of the gross sales of the commodity for the N.F.O. This amount shall then become the member's dues and shall replace the dues and fees otherwise prescribed above in Sections 1 and 2.

ARTICLE X-RESPONSIBILITY OF THE N.F.O.

Sec. 1-The N.F.O. shall not become legal owner or engage in business activities but must remain within the framework of a service organization bargaining for its members who have signed marketing contracts.

Sec. 2-The Board of Directors of the N.F.O. shall decide on all questions involving interpretation of this agreement and make decisions on matters arising not covered by this agreement between conventions.

ARTICLE XI-RESPONSIBILITY OF MEMBER

Sec. 1-I agree to be bound by the terms of this agreement as herein provided, and further agree to comply with the decisions made by the membership and Board of Directors of the N.F.O., as herein provided.

Sec. 2-I agree to process any complaint I have against the N.F.O., its officers or members in accordance with the terms of the By-laws of the N.F.O.

ARTICLE XII-MODIFICATION

It may become necessary during the life of this agreement to change or modify certain Articles, or make amendments to it. In the event this becomes necessary, it will require a two-thirds' vote of members in attendance at marketing area meetings called for that purpose, which notice has been given in accordance with Article VI, Section 2 of this agreement.

Witness _____

Member's Legal Signature _____

Mailing Address _____ State _____

WHITE	CANARY	PINK
National N.F.O. Copy	County N.F.O. Copy	Member's Copy

8. Commodity Participation – Membership Agreement –
One Year Only, National Farmers Organization,
Corning, Iowa 50841

Date _____

Name _____ or _____

County _____ Township _____ State _____

I understand this agreement gives me the right to commit my agricultural production with other members through the Collective Bargaining Programs of the National Farmers Organization (NFO); hereafter referred to as organization; which the organization agrees to engage in, for and on behalf of its members, to the best of its ability.

I understand I am free to market my production as I choose, until such time that I voluntarily complete a supplemental agreement or make other commitments, through the organization's collective bargaining programs, covering my production.

This membership agreement is for a period of one year and shall be automatically terminated one year from date of this agreement.

The membership dues shall be \$75.00 per year. Such dues shall be distributed on a pro-rata basis to the County, District, State and National organizations as outlined in the Bylaws of the organization.

I understand I shall have all voting rights and other privileges of any other member. However, I am not eligible to hold a District, State or National office unless and until I sign a three-year membership agreement.

The organization shall not become legal owner or engage in business activities normally engaged in by a corporation in private enterprise for profit, but the organization shall remain within the framework of a service organization bargaining as an agent in behalf of its members. As the duly elected representatives of the members, the Board of Directors of the National Farmers Organization shall decide on all questions involving interpretation of this agreement, and I agree to be bound by the decisions of the Board of Directors. I further agree to process any complaint against the organization, its officers, or members in accordance with the terms of the Bylaws of the organization.

Witness _____

Member's Legal Signature _____

Address _____

_____ City State Zip

Telephone No. _____
(include area code)

Soc. Sec. No. (If Corp., tax ID No.) _____

FOR INFORMATION ONLY:
Please list commodities normally sold from your operation in order of importance to you:

Green - National NFO copy; Blue - County NFO copy; Goldenrod - Member's copy