



2018 Member Agreement

This agreement dated _____ is made and entered into between the Michigan Flower Growers' Cooperative, (the Co-op or MFGC) and _____ (Member) for the purpose of selling cut flowers, plants and horticultural products at on Wednesdays from 8-11am, April - October.

Duration of Agreement

This agreement will begin term **January 1, 2018 and end December 31, 2018**. In the event of termination or resignation of Co-op membership, this agreement shall be immediately terminated.

Benefits of Membership

- Ability to sell products at 30 market days in 2018, April-October. Items may be sold one of two ways: 1) On consignment on the market floor 2) Via a pre-order system organized one week prior.
- Access to a community of local flower growers and seasonal member meetings and workshops.
- Promotion of your products via a weekly email newsletter sent to regional florists
- A bio, photo, and link to your farm will be posted on the MFGC website
- Free use of consolidated branding with the MFGC Logo
- Access to collective purchasing of supplies including seeds, plugs, potting soil, soil amendments, packaging and labels.
- A reduced membership fee of \$75 to the Association of Specialty Cut Flower Growers (savings of \$120 on the regular fee.)

Membership Fee

A one-time, non refundable fee of \$200 is due at time of signing. The coop will receive new membership applications at any date. A member may take a leave from the coop for an indefinite period of time and rejoin without paying the membership fee again.

The board may adjust fee at anytime with majority vote. Any increase in dues and fees will be incurred after the decision date, and will not be applied to members retroactively.

Annual Dues and Renewal

An annual fee of \$50 is due at time of re-signing of member agreement. **Membership renewals must be received by the coop no later than February 15, 2018 to ensure continued membership.**

Market Assistance Shifts

In addition to the membership fee, all new members **must** complete two (2) Market Assistant shifts during their first year. In addition to the annual dues, all renewing members **must** complete one (1) Market Assistant shift during the season.

Market Assistant shifts are from 7 a.m. through 12 p.m. on market days (Wednesdays) and consist of supporting the Market Manager in the operation of the flower market. Market Assistant shifts may be filled during the market season, from April through October. The sign-up for Market Assistant shifts is first come, first served, and is operated by the Market Manager. Upon joining the MFGC, new members will be contacted by the Market Manager with instructions as to how to sign-up for Market Assistant shifts

Payment

All products brought to MFGC and all orders taken by MFGC must go through the Co-op's centralized billing system and will be charged a 30% commission on gross sales through the coop for MFGC's operational expenses.

MFGC shall remit payment to the Member by the 2nd and 4th Friday of the month for product sold, along with a detailed sales report.

Quality Standards

All product brought to market must be of top professional quality. Dirty buckets or product exhibiting signs of prolonged wilt, excessive petal or leaf drop, mold, insect infestation, improper stage of harvest or other symptoms that might reasonably indicate poor quality will not be allowed. Product must be seasonally relevant.

The Market Manager is granted the power to reject any incoming product on the basis of poor quality.

If a poor quality item is rejected, the Market Manager will notify that member as soon as possible. When a member has had 3 separate instances of the same variety rejected for quality issues (i.e. 3 instances of poor quality zinnias, or 3 instances of poor quality snapdragons) their membership contract may be terminated for the remainder of the market season, according to majority vote by the Board.

Space Allocation

Display space on the market floor will be allocated as available by the Market Manager. Each member will provide a logo and farm name, photo optional to the market and the market will provide a sign for your display.

Display

Bring your own buckets - the market is not responsible for display buckets. Member buckets will

not leave the vicinity of the market floor. Members must pick up their empty buckets either at the end of the market or during the following week's market.

Members must purchase labels from the coop for item identification. Members must clearly label each bunch or individual stem with their farm name, item name and price. Labels may be handwritten or printed.

Day of Market

Members must arrive to market at 7 a.m. on the day of market and check in with the Market Manager or Market Assistant. All pre-ordered items must be separately bucketed from market items and clearly labeled on the bucket with the name of the Buyer. Members are responsible for placing pre-orders and market items in their appropriate place, as determined by the Market Manager.

Members must inform Market Manager no later than 7 a.m. on market day of any unlisted or newly priced items for that market day so that the manager may enter them into the point of sale system. Failure to do so will result in the Market Manager setting the item price for the member.

Any items arriving after 7:45 a.m. on market day are not guaranteed to be sold. The Market Manager is granted the power to reject any late items that arrive at market. If a member brings product late on 3 separate occasions their membership contract will be terminated for the remainder of the market season.

Pricing

Members set their own prices. MFGC board/staff reserves the right to set a minimum price for all goods sold.

Pre-Order Sheet

Member must enter all product brought to the Co-op into the **Pre-Order Sheet Google spreadsheet weekly by Wednesday 5pm.**

Day Passes

Are available to customers without a buyers pass for a one time market visit. No resale certificate is required. The Market Manager will notify members when Day Pass buyers plan to attend the market so that growers may harvest extra product. A one time fee of \$100 will be charged for each day pass. Customer will also be charged 6% State of Michigan sales tax.

Liability

Member will receive a prompt and consistent customized sales report of their items sold biweekly. It is the responsibility of the Member to review the biweekly sales report and should there be errors, contact Co-op staff with supporting information within seven days. The Co-op shall not, under any circumstances, be held financially responsible for inventory discrepancies not brought to the attention of Co-op staff within specified time frame.

Member retains ownership of goods, property and effects at all times while conducting business on Co-op premises until such time as said goods are received by the purchasing customer. The Co-op shall not be held liable for loss or damage to Vendor's goods, property or effects due to temperature and climate conditions, utility failures,

equipment deficiency or malfunction, leakage of water, or any other reason whatsoever. In the event that arrangements are made for delivery of products by a Co-op employee, subcontractor or representative, Vendor's products shall remain the property of the Vendor until received at the purchasing customer's location of business and under no circumstances shall the Co-op or its employees, subcontractors or representatives be held liable for damage or loss of products in transit.

Member must comply with all necessary federal, state and city regulations for handling and selling products.

Procedures for enforcing agreement

It is the responsibility of the Member to understand and adhere to this agreement. Any two members may bring a complaint or an alleged violation of this agreement to the Co-op Board of Directors' attention by written notice setting forth in reasonable detail the facts or circumstances which gave rise to the complaint or alleged violation. Such written notice shall be signed by the two members. The Board of Directors shall promptly investigate any complaint or alleged violation of this agreement which has been brought to their attention in writing and determine a course of action. If deemed necessary by the Board of Directors, a Special Committee will be designated to further investigate the complaint or alleged violation.



2018 Member Agreement

Legal Business Name _____

Business Entity Type (i.e. sole proprietor, llc, etc.) _____

Owner Name(s) _____

Name of Person who will be principal contact with MFGC

Business Address _____

FarmAddress _____

Phone _____

Cell _____

E-mail _____

Website _____

Membership Type (please circle one)

- New Member \$200
- Renewing Member \$50

I certify that as a member of the Michigan Flower Growers Cooperative, my company and all of its representatives will abide by the rules and procedures set forth in the Bylaws and any Member Agreements I enter into with the Cooperative. I understand that failure to follow said rules and procedures may result in termination of membership.

Signature of Owner

Date

Printed Name

Signature of Market Manager

Date

Printed Name

Please write checks out to:

Michigan Flower Growers Cooperative

Completed applications along with payment via check may be mailed to:

Michigan Flower Growers Cooperative

2150 Warren Road Road

Ann Arbor, MI 48105

info@miflowercoop.com

To pay by credit card please call:

Alex Cacciari

734-604-2820