

MI FARM COOPERATIVE
2018 Common Share Membership Agreement and Application

Applicant/Member Name: _____
(If the applicant member is an entity, please include the name of a person who shall hold membership as a representative of the applicant member)

Address: _____

Phone: _____ **Email:** _____

APPLICATION/AGREEMENT

Membership is contingent on the Board of Directors determining the Applicant/Member is qualified to be a member and the Applicant/Member signing a marketing agreement with the Cooperative. Any money paid by the Applicant/Member at time of application shall be refunded if the Applicant/Member is not confirmed as a Member.

Organization; Mission and Purpose

The MI Farm Cooperative is a nonprofit consumer cooperative organized under the laws of Michigan ("Cooperative"). All of the operations of the Cooperative shall be on a cooperative basis and for the mutual benefit of its producer members engaged in farming, fruit growing, or similar occupations. The Cooperative is owned and controlled by its members and operates on an at-cost basis. Funds raised may be reinvested in the Cooperative for growth. The purpose of becoming a member of the Cooperative is to assure access to the goods, services and facilities of the Cooperative and not to gain profit.

Membership

- Membership is subject to the Cooperative's bylaws, as they may be amended from time to time.
- Each common share membership share is entitled to one (1) vote.
- All common share members are co-owners of the Cooperative.
- All common share members must: be a bona fide producer of agricultural products; agree to be a patron of the Cooperative; sign a marketing agreement with the Cooperative; maintain the minimum activity level in the Cooperative, as established periodically by the Board and communicated to member/patrons in a manner reasonably expected to allow time for a member/patron to meet the requirement; purchase one share of common share membership; and meet such other conditions as may be prescribed by the Board of Directors from time to time.

By completing this agreement and making a payment, I hereby apply for membership in the Cooperative and attest to the following Terms of Membership.

Terms of Membership

1. I am entitled to vote and hold the other benefits of membership of the Cooperative so long as I remain a member in good standing.
2. I must abide by the rules, policies, and Bylaws of the Cooperative, as they may be amended from time to time. I may request that the Board of Directors provide a current copy to me at any time.
3. Membership certificates will be supplied.

4. I agree to fully pay the equity capital required for membership in the Cooperative, and additional fees, dues, assessments, equity, or other amounts as may be required from time to time by the Board of Directors according to procedures in the bylaws.
5. If I am delinquent in any membership requirements, I may have common share membership benefits, including the right to vote, suspended.
6. Shares are transferable to third parties only to the limited extent provided for in the bylaws.
7. I authorize the Cooperative Board, in its sole discretion, to recoup, offset, or set off any amount I owe to the Cooperative by reducing the amount of any capital credits, dividends, or similar amounts retired and paid to me, regardless of any statute of limitation or other time limitation, to the fullest extent permitted by law.
8. I have been informed of the plans and projections for the Cooperative and have had the opportunity to ask questions. The Cooperative and its Board have disclosed potential risks associated with the formation of the Cooperative, and I understand that my equity may not be returned.
9. I agree to pay all current and future dues and fees for services the CGC agrees to provide me.
10. I agree to pay the Cooperative for its damages, costs, and expenses, including attorney fees and, caused by or associated with my failure to: (a) pay any amount charged or assessed by the Cooperative; (b) comply with my obligations as a member; or (c) provide the Cooperative with truthful, accurate, and complete information.
11. The terms of this Membership Agreement may be modified or amended by action of the Board of Directors. Members shall be informed of any and all changes. The modifications or amendments shall apply prospectively from the date of the amendment or modification forward, but the modifications or amendments will not apply retroactively if retroactive application prejudices the Member.
12. I have included a check for the full membership amount.
13. I will keep a copy of this Membership Agreement for my records.
14. Members are entitled to receive a copy of the annual report of the Cooperative and may request any additional material information concerning the Cooperative by requesting such material in writing directed to the Board of Directors.

Signed by:

Name: _____

Date: _____