

Bloomington Farm Stop Collective, Inc.
Membership Agreement
2021

I, _____, do hereby agree to participate in the Bloomington Farm Stop Collective Inc., an Indiana non-profit agricultural cooperative (referred to here as the "Cooperative"), as an active Member, subject to the following terms and conditions.

Member Agrees:

1. I do meet the stated Membership Rules and Requirements and legal requirements to become a Member of the Bloomington Farm Stop Collective Inc. I will meet these requirements at all times during my membership.
2. I have read and agree to the Cooperative Bylaws and understand that my Membership is subject at all times to the Cooperative's governance, rules and regulations as promulgated by the Cooperative from time-to-time.
3. I understand that non-refundable fees are required of members and that such fees are \$300 for calendar year 2021. My membership is not effective until the Cooperative has received all Membership fee(s) due by me and a signed copy of this Agreement. Membership fees may be changed at the discretion of the Board of Directors ("the Board").
4. Provided that I remain in good standing with the Cooperative, I shall have one vote as a Member, regardless of the extent of my use or contribution to the Cooperative.
5. A member's entire household or business entity may use the services of the Cooperative but the member and their household shall be entitled to only one Member vote.
6. I understand that the intent of the Cooperative is to provide an opportunity for local farmers to sell their products to the Bloomington community. As a consignment based operation, however, the Cooperative does not make any guarantees, representations or warranties relating to the sale of any vendor products. The Member participates at its own risk and based on its own evaluation of any and all products or services offered by the Cooperative.
7. In the event that a Member violates the Vendor Policies or Vendor License or other rules and regulations approved by the Board, the Member may be suspended or terminated from membership of the Cooperative, upon notice given consistent with the Bylaws and this Agreement.
8. If legal action is initiated arising from this Membership Agreement, the prevailing party shall be entitled to recover, in addition to costs and expenses, reasonable attorney fees. Any dispute arising hereunder shall be first submitted to informal dispute resolution. The Monroe Circuit Court shall have jurisdiction over any dispute arising hereunder and if any provision of this Agreement is deemed to be illegal, invalid or unenforceable for any reason, such provision so declared shall not affect the validity of the remaining terms. This Agreement is not assignable or transferable and no rights or privileges granted can be transferred or assigned by the member.

Farm/Business Name: _____

Mailing Address: _____

City _____ State _____ ZIP _____

Phone #: _____

Email Address: _____

Signature _____

Printed Name: _____

Signed this day of _____, 20_____

Sponsorship and Work Trade Application:

If you identify as a beginning, limited resource, or socially disadvantaged farmer and would like to apply for a sponsorship or work trade opportunity to cover the membership fee, please describe your need and preference below. The Board of Directors will review all applications and make selections for these opportunities as they are available.

Board Approval Action:

Agreement Approved by the Board of Directors on _____,

Date of Membership Fee Paid: _____

Amount: \$ _____

Officer's Name: _____

Signature: _____

Date: _____

MEMBERSHIP RULES AND REQUIREMENTS

(incorporated by reference and inclusion as a part of the Membership Agreement)

1. Membership Requirements:
 - a. Members shall meet all requirements at all times during the Membership, as provided by the Bylaws and relevant state and federal law.
 - b. Members shall pay all fees and dues associated with Membership, as published by the Cooperative Board of Directors from time-to-time.
 - c. Members shall execute a Membership Agreement.
 - d. A Member shall act, at all times, in accordance with best practices and treat all other members with fairness and dignity.
2. Membership Voting:
 - a. A Member shall have and hold one vote per membership for matters entitled to a vote under the Bylaws of the Cooperative, even if there are multiple owners of the membership ("Joint Members").
 - b. The presence at a meeting of one, some or all of the Joint Members, shall be regarded as the presence of a single member and one vote per membership will be counted.
 - c. A waiver of notice signed by one, some or all of the Joint Members will constitute a joint waiver;
 - d. Notice to one, some or all of the Joint Members will constitute a notice to all; and
 - e. A person listed on the membership as "primary" will be responsible for all membership notices or changes to others as Joint Members.
3. Conflict Resolution:
 - a. It is the intention of the Cooperative to operate with trust, respect, and kindness in all Member interactions. Members with serious concerns or complaints about the Cooperative should submit a written explanation to the Board of Directors. Each submission will be reviewed by the Board within 30 days. For disputes that cannot be easily addressed or resolved, the Board will follow these guidelines for conflict resolution:
 - i) proactive recognition of the problem, ii) careful listening, iii) disentangling issues, iv) review of the relevant facts, v) defusing emotion, vi) being fair vii) providing sufficient time for resolution viii) consideration of all relevant perspectives, ix) clear communication, and x) acceptance of diverse opinions.
 - b. If necessary, strategies from the Nonviolent Communication process can be employed in negotiation to enable expression and acknowledgment of feelings and needs in order to create a mutually beneficial resolution for all parties involved. An outside mediator can also be brought in to help work through the conflict.
 - c. If a resolution or plan for resolution is not mutually agreed upon within 60 days, it is up to the discretion of the Board to determine a final and binding solution to the issue.
4. Membership Termination:
 - a. Membership may be terminated by mutual agreement of the Member and the Cooperative or on the basis as provided in the Bylaws.

- b. Membership may be terminated by the Board if the Board determines that a member has ceased to be eligible for membership.
- c. Upon such occurrence in b, above, the Board shall give the Member written notice, detailing the basis for such termination. If the matter is not mutually determined between the parties within thirty (30) days of such notice, the Member is entitled to a hearing before the Board of Directors within sixty (60) days of the notice, upon written request of the Member to the Board stating the request for a hearing and the reasons for the same. The Member may present information to the Board relevant to the matter, including written documentation. The Board will act in the best interest of the Cooperative and its decision shall be final.
- d. Members may not transfer or assign Membership and any attempt to transfer and/or assign shall be deemed void and without effect.
- e. Upon termination of the Membership, for whatever reason, the membership fees paid by the member are nonrefundable.