



802 N. Apple St. Greenfield, IN 46140 | www.hoosierharvestmarket.com
info@hoosierharvestmarket.com

MEMBERSHIP AGREEMENT

I, _____, do hereby agree to participate in the Hoosier Harvest Market, Inc. an Indiana non-profit mutual benefit cooperative ("Cooperative"), as an active Member subject to the following terms and conditions.

MEMBER AGREES TO:

1. I am a local producer of goods or products that can be marketed through the Cooperative.
2. I have read or have had the opportunity to read the Cooperative Bylaws and understand that I must abide by the Bylaws of the Cooperative
3. The Cooperative requires each member to carry a general liability insurance policy of at least \$1,000,000.00 and will provide the Cooperative a copy of the policy before being approved a member.
4. I understand that non-refundable dues are required of the members and that such dues are \$100/year or 10 hours of volunteer time given to the co-op. Dues may be changed at the discretion of the Board of Directors ("BOD").
5. 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. All other Members shall have a single vote as well. Members delinquent in membership payments may have member benefits suspended.
6. I understand that the intent of the Cooperative is to provide an opportunity for local food producers and local consumers to buy/sell locally produced food. However, the Cooperative does not make any guarantees relating to the pricing, quality, or safety of the food.
7. I understand that a percentage of the proceeds from each transaction shall be retained by the Cooperative for operating expenses. The BOD shall establish this percentage annually at their discretion.
8. Patronage dividends, if any, are at the discretion of the BOD as guided by the Bylaws; only paid-in-full members are eligible to receive them.
9. A member's entire household or business entity may use the services of the Cooperative but the member and his/her household shall be entitled to only one member vote.
10. I consent to the Cooperative to do an inspection of my farm to remain compliant to the guidelines set forth by the BOD.
11. The State of Indiana requires all wholesale fruit and vegetable producers within the state to register with the State Department of Health. The state also requires for those selling produce to attend a Good Agricultural Production (GAPs) training. Upon signing this document, I will comply with these requirements and will provide documentation before being allowed to sell.
12. I agree to provide Subscribers with the best quality produce, packaged appropriately. Not doing so, Member is subject to a review by BOD.
 - (a) As a member of the Hoosier Harvest Market (HHM), I agree neither I nor anyone else associated with my farm/business will directly or indirectly sell products to an **established wholesale buyer** (i.e. restaurant, school/university, any end user) of the HHM. An established wholesale buyer does not include companies or organizations that



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act as a distributor for the member of the HHM Coop or the end users of said distributors.

(a) During member's membership in the HHM or

(b) Within 1 year after formally terminating membership with the HHM.

- (b) If I have an existing buyer-seller relationship with the wholesale buyer PRIOR TO my membership in the HHM and wish to continue sales by my farm/business to that buyers in a direct or indirect manner (other than through the HHM), I know it is my responsibility upon signing this agreement to communicate to the board of directors when new sales relationships are established within the co-op that I already have that end user as a customer.
- (c) In the event of an infraction of this portion of this larger agreement, the coop shall withhold \$500 or 25% of accounts payable owed to the member whichever is greater. If no accounts payable is owed, the member will remit \$500 to the HHM for the infraction. Member is then subject to article 3 section 2 of the bylaws for termination or suspension at the discretion of the board of directors.

In the event of an infraction of this portion of this larger agreement the coop shall withhold \$500 or 25% of accounts payable owed to the member whichever is greater. If no accounts payable is owed, the member will remit \$500 to the HHM for the infraction. Member is then subject to article 3 section 2 of the bylaws for termination or suspension at the discretion of the board of directors.

COOPERATIVE AGREES TO:

1. Provide a set distribution location where the producer can deliver to.
2. Carry the appropriate insurance for the cooperative.
3. Maintain memberships, fees, etc...associated with the cooperative that are deemed necessary by the BOD.
4. Help in producer training and education
5. Distribute product once the producer has delivered to distribution location.
6. To pay producer within two weeks of delivery. Members can elect to have payments made to them in monthly settlements
7. To market producers products to the best of its ability.

MUTUALLY AGREED:

1. Rotted, damaged, sunburned, diseased, insect damaged and unmarketable products will not be received under any conditions. Any lots of produce in which over 10 % fails to meet the appropriate grade specifications (USDA #1 and USDA #2 if market conditions permit) can be rejected by the Cooperative. In this case, the Cooperative refuses to accept the crop or a substantial part thereof, for any above reason or valid reason, then the title to the same shall rest in the grower, and the Cooperative shall be



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- relieved of all liability hereunder.
2. All highly perishable crops are to be delivered to the Cooperative within 24 hours of when they are harvested and in good condition. Apples, potatoes, sweet potatoes, root crops and such like may be harvested in advance but must be stored appropriately to retain quality.
 3. The seed and plants have been purchased from reliable sources, and they are believed to be of the best quality obtainable. However, no guarantees are made as to the results to be obtained from the same.
 4. Either party to this agreement may be released because of conditions beyond its control in preventing them from fulfilling the terms of the same. (Included but not limited to such cause shall be floods, epidemics, war, strikes, and national emergencies.)
 5. The Member and the Cooperative recognize the necessity of the receipt and sale of the crops promised to be given as set forth herein, as vital to the welfare of the Member and the Cooperative. Therefore, in the event that the Member violates this Grower's Marketing Agreement, the Member will be suspended or terminated from membership of the Cooperative as stipulated by Article 3, Section 2 of the Bylaws.

Farm/Business Name: _____

Mailing Address: _____

City _____ ST _____ ZIP _____

Phone #: _____

Email Address (important): _____

Signature _____ Printed Name: _____

Signed this day of _____, 20_____

APPROVAL ACTION:

Agreement Approved by the Board of Directors on _____, 20_____

Date of Membership Fee Paid: _____ Amount: \$_____

Visit to Farm Made: ____ Yes ____ No Date of Visit (if made) _____



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Officer's Name: _____

Signature: _____ Date: _____