

## MEMBERSHIP AGREEMENT

OF

### HAZELNUT GROWERS BARGAINING ASSOCIATION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the HAZELNUT GROWERS BARGAINING ASSOCIATION, an Oregon cooperative corporation, hereinafter "Association," and \_\_\_\_\_, a Member-Grower of the said Association, hereinafter "Member-Grower," for an in consideration of the mutual promises of agreements hereinafter set forth, it is agreed as follows:

1. This agreement is made by the Member-Grower in consideration of the execution of similar Membership Agreements by other producers of hazelnuts situated in the State of Oregon and Washington, and in consideration of the services to be performed by the Association as hereinafter set forth.
2. Subject to the Association's right of termination as provided by the By-Laws of the Association, this agreement shall be for a period of two crop years beginning with the crop year in which this agreement is executed and shall automatically be renewed for each successive crop year following the initial two year period, unless the Association receives written notice of withdrawal between the months of January and June of the last crop year this agreement is in effect. A crop year shall be defined as the period from August 1 to July 31.

The Association is given the reciprocal right to give written notice to the Member-Grower at any time, to withdraw from the agreement, and thereupon this agreement shall be cancelled as to the Member-Grower.

3. The Association hereby agrees to act as bargaining agent for the Member-Grower and the Member-Grower hereby grants and gives to the Association full right and power to bargain for the price per pound and other marketing conditions which the Member-Grower will receive from the purchaser for all hazelnuts produced by the Member-Grower and sold on a cash basis to a signatory handler, which have been executed by the Member-Grower.

The Member-Grower hereby agrees that all hazelnuts produced and sold on a cash basis to one of the Packers with whom the Association has made an "Agreement to Pay Bargained for Price," will be subject to assessment to support the Association.

4. The Association represents tonnage sold on a cash basis. Tonnage delivered to a grower owned cooperative pool may or may not be eligible for representation by the Association, at the Association's discretion.
5. The terms of this agreement shall be construed to be in accordance with the laws of the State of Oregon.
6. Inasmuch as the signature on the original By-Laws adopted by the Association and by each and all of its members would be difficult and impractical to obtain, the Member-Grower hereby agrees with the Association that by the execution of this agreement, they acknowledge the receipt of a full, true and correct copy of the By-Laws of the Association, as the same may be

amended during the term of this Agreement, and does hereby give their full consent to and approval thereof, with the like force and affect as if the Member-Grower's signature had been affixed to the original of said By-Laws

7. Each person who hereafter applies for and is accepted to membership in this Association and each member of this Association, on the effective date of this agreement, who continues as a member after such date shall, by such act alone, consent that the amount of any distributions by the Association with respect to his patronage and that any distribution of the kind described in 26 USC1382 (c) (A) occurring after the date hereof, which are made by written notices of allocation (as defined in 26 USC 1388) and which are received by them from the Association, will be taken into account by them at the stated dollar amounts in the manner provided in 26 USC 1385 (a) in the taxable year in which such written notices of allocation are received by them.
8. The Member agrees to pay and the Association will collect with the Membership Agreement a sum of \$100.00 as a one-time membership fee for the Association's administration expenses for all new members.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

Member-Grower:

Hazelnut Growers Bargaining Association:

\_\_\_\_\_  
Farm Name (Printed)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Board Member /Authorized Agent

Please Fill Out Form Below

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Farm Name (as shown on taxes): \_\_\_\_\_

Grower Names: \_\_\_\_\_

(Please Print)

\_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

SSN or EIN# \_\_\_\_\_

County: \_\_\_\_\_