

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 has the right to provide written notice to any Member-Grower at any time, that this Agreement, and all rights hereunder, are terminated. Upon notice, 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 of all hazelnuts produced by the Member-Grower and sold on a cash basis to a Packer.

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 only 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. The Association Bylaws, as amended before and after this Agreement, are incorporated herein by this reference. Member-Grower acknowledges and agrees that it is bound by the original Association By-Laws, and all amendments thereof. Member-Grower acknowledges that it has the ability to request 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 and all amendments.

7. Upon full execution of this Agreement, until this Agreement is terminated, Member-Grower consents to the amount of any distribution by the Association with respect to Member-Grower's patronage and consents to any distribution of the kind described in 26 USC 1382(c)(A) occurring after full execution of this Agreement made by written notice or notices of allocation (as defined in 26 USC 1388) and received by Member-Grower from the Association and will be taken into account by Member-Grower at the stated dollar amount or amounts in the manner provided in 26 USC 1385 (a) in the taxable year in which such written notice or notices of allocation are received by Member-Grower.

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: _____

By: _____

Member-Grower (Signature)

Please Fill Out Form Below

Farm Name (as shown on taxes): _____

Grower Names: _____

(Please Print)

(Please Print)

Address: _____

Phone: _____

Fax: _____

Email: _____

County: _____