



Alaska Peony Cooperative

PO Box 913

Willow, AK 99688-0913

www.alaskapeonycooperative.com

Membership Agreement

Mission

The Alaska Peony Cooperative (“APC”) is a not-for-profit marketing and supply cooperative supporting Alaska peony farmers. *The APC facilitates the sale of premium Alaska-grown peonies while working to empower farmer-members through education and resource sharing.*

Membership

- A membership is held one per farm or farming entity, and each membership is entitled to one (1) vote. Individuals, organizations or entities that own more than one farm shall have one (1) vote.
- All members are co-owners of the APC.
- Memberships are non-transferable upon change of farm or farming entity ownership unless approved by APC. Membership is not transferable to a third party.
- Membership fee and dues must be fully paid to be considered a member in good standing.
- Dues are established by the membership at the request of the Board of Directors. Annual dues must be fully paid to use APC services. Current dues are \$100.

An individual one-time membership fee is US \$750 and is non-refundable. If annual dues are implemented for any given year, dues payment will be required by January 31st or the member will be considered as not in good standing.

Agreement

By completing this agreement and making a payment (item 9 in Terms of Membership), I hereby apply for membership in the APC. Upon approval by the APC Board of Directors, membership entitles me to one vote and other benefits of membership so long as I remain a member in good standing.

I hereby attest to the following Terms of Membership.

Terms of Membership

1. I agree to comply with this Membership Agreement and with, as they currently exist or are later adopted or amended, the APC: (a) Articles of Incorporation; (b) Bylaws; (c) Policies; (d) rate or price schedules; (e) Operational Plan; (f) Risk Management Plan; and (g) rules, regulations, and actions adopted, taken, or approved by the Board of Directors (a) through (g), collectively, are the "Governing Documents", all of which constitute a **contract** between the APC and its members. I may view the current Bylaws on the APC website at ww.alaskapeonycooperative.com, or I may request that the Board of Directors email a current copy to me.
2. I understand that APC will set standards in the Governing Documents for product quality and acceptability and that flowers must meet those standards in order to be purchased by APC. Applicants/members agree to onsite inspection of their farm or peony processing facilities from one or more members of the Board of Directors before being admitted as members and shall permit onsite inspections on reasonable notice after becoming members.
3. Members are allowed the use of the APC logo on their farm advertising materials; website, business cards and letterhead.
4. If I am delinquent in equity payments or other financial obligations to the APC, I may have member benefits suspended and will be considered as a member "not in good standing".
5. APC policies may be changed by the Board of Directors as the need arises in accordance with the governing documents.
6. Upon 45 days of notice, I may apply to the Board of Directors to terminate my membership with APC. Any funds owed the member will be returned per the APC Bylaws pertaining to Membership Termination minus any outstanding obligations. All member obligations through separate APC - member agreements must be fulfilled by the member prior to termination unless released from the agreement by APC.
7. I authorize the APC Board, at its sole discretion, to recoup, offset, or set off any amount I owe to the APC, including any compounded interest and late payment fees, by reducing the amount of any patronage refunds, dividends, or similar amounts retired and paid to me, regardless of any statute of limitation or other time limitation.
8. The APC, its Board, and Executive Director have disclosed potential risks associated with the formation of the APC, and I understand that my membership fee will not be returned.
9. I agree to fully pay the equity capital required for membership in the APC and to pay all current and future dues and fees for services the APC agrees to provide me. The initial membership fee may be paid by one of two methods; 1) The full amount (\$750) at the time of signing this

agreement or 2) \$450 at the time of signing this agreement and an installment of \$150 on the first and second anniversary of this agreement for a total of \$750. Option 2 will provide all membership rights except the member will not be able to market flowers through APC until the membership fee is paid in full.

10. I agree to pay the APC for its damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with my failure to: (a) pay any amount charged or assessed by the APC; (b) comply with the Governing Documents; or (c) provide the APC 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 agree that this Membership Agreement is governed by and interpreted under the laws of the State of Alaska.
13. I understand that any patronage disbursements or certificates of per-unit retained earnings are taxable income for which I am required to file on my federal tax return.
14. I agree that I shall keep confident and not disclose APC confidential information to non-cooperative sources unless approved by the APC Board of Directors. This confidential information may include information on contracts, marketing agreements, business strategies and production rates or as determined in the Governing Documents.
15. I will keep a copy of this Membership Agreement and of the Governing Documents (when approved by the Board of Directors) for my records.
16. I have included a check for \$_____. If required, additional payments will be due on _____ (first anniversary) and _____ (second anniversary).

_____ (Print) Member-Owner
_____(Sign) Member-Owner Date
_____ Address
_____ Email Phone
_____ APC President Date