

NORDLAND GENERAL STORE COOPERATIVE

Membership Agreement

By this Membership Agreement (the "Membership Agreement"), _____
(enter only one Member Applicant name here)

(the "Member Applicant") applies for membership in Nordland General Store Cooperative, (the "Co-op"), a local foods cooperative organized under the State of Washington Cooperative Association Act, as amended, RCW Ch. §23.86 et. seq., and hereby commits to the requirements of this Membership Agreement.

1. Purposes of This Membership Agreement:

a. Voting Membership. Member Applicant seeks membership in the Co-op in order to obtain benefits of membership, including without limitation:

- i. Ownership. To gain ownership and control, with other Co-op Members, of the Co-op and, in doing so, gain a more secure and rewarding relationship with the Co-op; and
- ii. Governance. To participate in the corporate governance of the Co-op on the basis of membership in order to assure the Co-op's accountability to its members.

b. Investment Motive. The Member Applicant understands and agrees that Co-op membership and the required Membership Fee in the Co-op are part of the Member Applicant's support of, and access to, a resilient and ethical food system, a cooperative and local economy, and a healthy community, and are not an investment with the expectation of capital appreciation or monetary returns on the Membership Fee.

2. Application for Membership

a. Application. Member Applicant applies for membership in the Co-op, subject to all the rights, obligations and conditions of membership provided in the Co-op's Articles of Incorporation and Bylaws (the "Articles and Bylaws") and as prescribed by the Members and Board of Directors under the Articles and Bylaws. Member Applicant must be 18 years of age or older.

b. Acceptance. Member Applicant understands that this Membership Agreement is subject to acceptance by the Co-op Board of Directors.

c. Communications. Member Applicant agrees to provide the necessary contact information and permissions required in Section 7 - Official Member Contact Information and is responsible for providing the Co-op with any/all future changes to said information.

d. Membership Fee (Section 9). If accepted into membership, Member Applicant agrees to pay the Membership Fee, as and when such payment is due.

e. Designation of Jointly Held Membership (Section 10). Member Applicants may jointly hold membership with one other natural person, a "Joint Holder," as designated and agreed to in Section 10. Both Joint Holders are equally subject to all terms and conditions of this agreement, including acceptance to membership by the Board of Directors. Jointly held memberships are entitled to only one member vote, as cast by the Member Applicant, and all official Member communications will be directed to the Member Applicant contact information.

3. Rights and Restrictions of Membership

a. Voting Membership. Member Applicant acknowledges that the membership applied for in this Membership Agreement is subject to rights, obligations, and restrictions specified or referred to in the Articles and Bylaws, and other Co-op policies, rules, and regulations, as adopted or amended from time to time. The applicant's Membership Fee bears no dividend and is not transferable without written consent of the Board. Member Applicant will vote in the affairs of the Co-op only as a Member and not as an investor.

b. No Refund on Exit. Member Applicant acknowledges that the cost of Membership, related fees, and any amounts paid in connection with admission to the Cooperative, are not refundable upon termination or relinquishment of the Membership.

c. No Right to Transfer. Member Applicant acknowledges that Membership in the Co-op is personal and specific to the Member Applicant and that there is no right to transfer the Membership in any manner to any other individual.

4. Member Applicant Representations and Understandings: Member Applicant represents and understands the following:

a. Membership Benefits. Membership is for the benefit of the holders of the membership and their households and dependent family members. Specific membership benefits are established by Co-op management and may change from time to time. Use of the owner number to directly access some or all benefits may be limited to the holders of the membership, at the sole discretion of management. For the purpose of sharing in the benefits of membership, households and dependent family members are defined as follows:

b. Household - people who live together in the same shared residence and share a communal food relationship with one another (i.e. persons who mostly shop, cook, and eat together as a household unit).

c. Dependent Family Members - persons who are legal relatives of the holders of the membership and are maintaining a mutually dependent food relationship (e.g. spouses, their dependent children, and any other dependent family members who share a common food budget even if they don't currently share the same residence).

d. Access to Information. Member Applicant has had the opportunity to ask questions and receive answers from the Co-op's Board of Directors and Management concerning:

- i. Terms and conditions of the Membership Fee;
- ii. Terms and conditions of membership; and
- iii. Business operations, finances, and obligations of the Co-op.

e. Articles and Bylaws. Member Applicant has had the opportunity to review a copy of the Co-op's Articles of Incorporation and Bylaws, which Member acknowledges have been provided to them and which are available upon request to Member.

5. Termination of Membership. Membership may be terminated as provided in the Bylaws, including without limitation, if Member Applicant fails to satisfy the terms and conditions of Membership. Upon termination, the Membership reverts to the Co-op.

6. No Promise. No promise, guarantee, or other representation has been made with respect to this Membership Agreement except as

expressly stated herein and in the Articles and Bylaws. Member Applicant is not entering into this Membership Agreement nor providing a Membership Fee in reliance on any promise, guarantee, or representation not stated in this Membership Agreement or the Articles and Bylaws.

7. Official Member Contact Information

According to the Bylaws, all official communications for individual or joint memberships, including voting and meeting notices, patronage dividends, and other official acts regarding membership, will be sent to the primary email and/or mailing address of record. Members are responsible for notifying the Co-op when there is a change in contact information. Contact information provided below will be your official member contact information. Please provide your primary contact information below for Member Communications.

Mailing Address: _____

City _____ **State** _____ **Zip** _____

Cell Phone: (_____) **Home Phone:** (_____)

Email: _____

8. Authorization of Electronic Communication

By signing this form you consent to receiving all official communication from the Co-op electronically by email sent to the email address above, including voting and meeting notices, patronage dividend notices, and other official communications regarding membership. This authorization is effective unless and until consent is withdrawn in writing. You may unsubscribe from non-essential Co-op news and promotional emails at any time, but you will not be unsubscribed from *official* membership communications unless you revoke this authorization in writing. If you do not wish to receive official membership communications electronically and require that they be sent by U.S. Mail, please send a letter requesting this change to the Nordland General Store, % The Board of Directors, PO Box 293, Nordland WA 98358. By selecting this option, you agree to be solely responsible for notifying the Co-op of changes to your mailing information and for returning required paperwork to the Co-op as needed.

9. Terms

As a condition of membership, Member Applicant agrees to pay a Membership Fee of \$250.00. Payment will be fully refunded if Membership is not accepted. By signing below, I agree to pay my Membership Fee according to the terms I selected above.

10. Specific Membership Conditions Applicable to Jointly Held Memberships:

- a. Any individual Member who meets all conditions of membership may request to add a joint tenant. Board acceptance of the joint tenant shall also result in joint ownership of the associated capital account.
- b. Joint memberships are entitled to only one vote and all official communications, including voting and meeting notices, patronage dividends, and other official acts regarding membership, will be issued to both joint tenants by care of the primary email and/or physical address of record.
- c. Either joint tenant may voluntarily terminate membership and relinquish to the remaining tenant all claims to the associated capital account. Joint tenants may split their membership and associated capital account into individual memberships upon each tenant providing the additional amount of initial member investment needed to establish individual membership. The Board of Directors will not terminate membership or redeem equity for jointly held membership unless requested by both tenants.
- d. When either tenant of a jointly held membership dies, the remaining tenant continues to hold all membership rights and benefits and the associated capital account. After submitting the death certificate, the surviving holder may hold the membership individually or request to add a new joint tenant.

Joint Holder Name: _____

Joint Holder Email: _____

Subject to approval by the Board of Directors, the undersigned Member Applicant agrees to all terms and conditions of the above Membership Agreement.

Agreed to by Member Applicant:

_____ X _____
(Member Applicant - Printed Name) (Signature of Member Applicant)

Date: _____

Acceptance by NORDLAND GENERAL STORE COOPERATIVE: **Member Owner #** _____

This Membership Agreement is accepted by the Co-op, NORDLAND GENERAL STORE COOPERATIVE:

By: _____ **Its:** _____ **Date:** _____