

MEMBERSHIP APPLICATION AND AGREEMENT

Applicant's Statement

I apply for membership in the Ohio Farmers Renewable Energy Cooperative. If accepted as a member:

1. I agree to abide by the Cooperative's Articles of Incorporation, Bylaws, rules and regulations as now or as may later be in effect, copies of which have been presented to me for inspection.
2. I certify that I am a member of the Ohio Farmers Union and a resident of the State of Ohio, and I meet such other qualifications for membership as have been provided to me.
3. I agree to support the Cooperative's mission to enable its members (Members), as independent farmers and rural residents working together, to gain the advantages of integration and economies of scale for long-term strategic benefit in their businesses.
4. I agree to help the Cooperative accomplish its mission by:
 - a. Purchasing renewable energy technology and service; and
 - b. Working with other producers and rural residents in any other ways determined by the board of directors to accomplish the Cooperatives' mission.
5. I appoint the Cooperative as my agent to negotiate prices for renewable energy technology and service.
6. I agree to the deposit and any additional membership fee(s) as may be required from time to time by the board of directors for necessary capital requirements for providing membership goods and services.
7. I have been given written notification that my acceptance as a member means I consent that the amount of any Cooperative distributions with respect to my patronage will be taken into account by me on my income tax return in the taxable year in which such written notices of distribution are received.
8. With the submission of this Application and Agreement, I have attached a check for \$45, which is payment for the non-refundable initiation fee and the annual membership fee. This fee will be waived if applicant is already a member of the Ohio Farmers Union.

Cooperative Statement

The Cooperative:

1. Accepts the application of Member for membership.
2. Agrees to act as an agent for the Member in negotiating contracts involving renewable energy technology and service, and in any other way authorized by the board of directors.
3. Agrees to account to the Member for all amounts received from the Member or on behalf of the Member.
4. Agrees to reflect in an appropriate capital account the capital received from each Member-patron.

Breach of Agreement

1. In the event of a breach of this Agreement by the Member, the Member shall be liable to the Cooperative and other Members for actual damages. If actual damages to the Cooperative and other Members cannot be determined, the Member agrees to forfeit his/its deposit.
2. The Cooperative shall further be entitled to equitable relief by injunction or otherwise to prevent any breach or threatened breach of this Agreement. The Member who has breached the Agreement also shall be liable for payment of all costs of litigation in connection with the exercise of any or all of the remedies available to the Cooperative.

Term of Agreement; Termination

This Agreement shall remain in effect for an initial term of one (1) year from the date of the Cooperative’s acceptance. Following the initial term, the Agreement shall continue from year to year unless cancelled by notice given in writing by either party to the other. The cancellation shall become effective one year following the date on which the notice is given. If the Member wishes to cancel his/its membership prior to the one-year notice period, he/it shall forfeit his/its deposit.

Producer

Signature of Producer (Individual or entity principal)	Date

Name of Producer (Type or print name/Entity name)

Address

Phone/Fax/E-mail	SSN/EIN

Cooperatives's Acceptance

This certifies that _____ has been accepted as a member of the _____ by a majority vote of the Cooperative's board of directors and is entitled to all of the rights, benefits, and privileges of membership in the Cooperative.

Date of Acceptance

An Ohio Cooperative Association

By:
Its: President

By:
Its: Secretary

Non-refundable Deposit received by _____ on _____, 20__

First-year Membership Fee received by _____ on _____, 20__