Pocahontas Local Foods

Marketing and Distribution

**Membership Application**

The project will provide marketing and distribution for farm products from Pocahontas County West Virginia for 25 weeks from May 17, 2012 through October 25, 2012.

I hereby apply for membership in and agree to the membership guidelines of Pocahontas Local Foods Cooperative (PLFC). Copies of PLFC Membership Guidelines have been presented to me for my inspections. I certify that I meet all membership requirements and have entered into an Commission Merchant agreement with the Market Coordinator, Joe Heathcock.

**Traceability and Record Keeping**

I understand need for traceability and agree to maintain all records required by law for my farm operation.

I understand that a mock recall will be conducted at an undisclosed time. I will label all products with address of origin, date of harvest, lot number and the person who harvested and/or packaged the product.

I understand that I am responsible for food safety during production, harvesting, post harvest handling/storage and packaging.

**Liability**

I understand that general liability or farmers/growers liability policy is suggested, but not required.

I currently have liability insurance as it relates to my farm products in the following amount:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I understand that failure to obtain liability insurance does not release me from personal liability.

**Member Responsibilities**

There is no fee for membership and this agreement may be terminated at any time by any party so long as such intentions are submitted in writing to the Market Coordinator and/or the member.

I understand that I am responsible for setting my own prices, submitting my own invoices, and collecting my own payments.

I understand that although the Market Coordinator does not handle transactions directly, but that all sales must be reported for accurate project data.

Applicant Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**OFFICE USE ONLY:** Approved\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Market Coordinator Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pocahontas Local Foods

Marketing and Distribution

**Marketing Agreement**

I hereby authorize Joe Heathcock, as the Pocahontas County Local Foods Market Coordinator, to market and distribute farm products that I have produced.

Hereafter, Joe Heathcock is authorized to advertise, promote, or otherwise market my products in accordance with the law.

I am responsible for setting my own prices, which may be modified only on Mondays, May 14, 2012 through October 22, 2012.

Confirmed sales will be picked up from my farm and delivered to customers each Thursday from May 17, 2012 through October 25, 2012.

The rate of commission on all sales will be 0%.

Farm Name:

Address:

Phone Number:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Local Foods Market Coordinator Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_

Pocahontas Local Foods

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**Mediation and Arbitration Agreement**

**Producer/Consumer Member Disputes**

In the event that a dispute arises between any producer-member and any buyer-member in regards to cooperative agreements, it is hereby agreed that the dispute shall be referred to the Local Foods Market Coordinator for mediation. The Market Coordinator’s decision will be final and legally binding.

All claims must be submitted in writing within seven days of the transaction in question.

**Member/PLFC Disputes**

In the event that a dispute arises between any member and any PLFC representative, the dispute must be submitted in writing within fourteen days to the Market Coordinator and to an accredited arbitration association with jurisdiction in the state of West Virginia.

All arbitration will be conducted on a confidential basis, and all outcomes of arbitration will be legally binding.

In most cases, arbitration is more efficient, more flexible and less costly than litigation. By signing this agreement, I understand that I am affecting my legal right to litigate claims.

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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