

**ADIRONDACK GRAZERS' COOPERATIVE, INC.**  
**MEMBERSHIP APPLICATION AND MARKETING CONTRACT**

**THIS AGREEMENT** between Adirondack Grazers' Cooperative, Inc. hereinafter referred to as the Cooperative, and the undersigned Member, witnesseth:

**Vision**

The Cooperative will seek to maximize Member revenue by developing sales in markets not easily available to individual farmers. The Cooperative will provide a forum for Members to improve on farm efficiencies and sustainable practices. The Cooperative will set quality standards and standards of care for Member products and animals.

**The Member**

1. Agrees to be bound by the Cooperative's certificate of incorporation, bylaws, rules and regulations and policies as now or hereafter adopted.
  
2. Contracts, by this instrument, with the Cooperative to sell all the meat of marketable quality produced by the Member and committed to the Cooperative for sale. Members further agree not to compete with the Cooperative for any sales in the greater New York Metropolitan area including Connecticut, New Jersey and Massachusetts east of the Connecticut River and all the New York State counties' south and inclusive of Putnam and Rockland. Existing clients identified below with operations or offices in this area are excluded from the agreement not to compete until such time as they are no longer customers of the Member or the Member determines unilaterally to waive this exclusion. This exclusion shall only last for five (5) years from the date of formation of the Cooperative. After such date, the agreement to not compete will apply to all Members and clients.

**[List Existing Clients or state NONE]:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Will deliver live healthy animals to the Cooperative selected Regional Abattoirs at such times in unadulterated form and pay kill and any other Abattoir fee necessary to deliver a hanging carcass to the Cooperative.
4. Will notify the Cooperative of any lien on the products delivered hereunder, and authorizes the Cooperative to pay the holder of said lien from the net proceeds derived from the sale of such products before any payment is made to the Producer hereunder.
5. Agrees to pay One Thousand Dollars (\$1,000.00) to purchase one share of stock in to the Cooperative. The applicant shall not become a Member until the check for payment clears. Any monies paid to the Cooperative in connection with a Pre-Application shall be credited toward the payment required herein. For initial formation, Members can pay \$500 with this application, \$250 within three (3) months of application and \$250 within six (6) months of application. However, applicant shall not become a Member or receive the stock certificate until payment in full is made. Failure by the Member to timely make a required payment results in termination of rights and forfeiture of any monies previously paid to the Cooperative. All payments shall be made by check payable to "Rosie's Beef, LLC."
6. Accept a deduction by the Cooperative of a fee established from time to time by the Cooperative Board but in no case to be greater than fifteen percent (15%).
7. Agrees to follow and abide by the Production Protocols attached hereto and incorporated herein by reference.

### **The Cooperative**

1. Agrees to be bound by its certificate of incorporation, bylaws, rules and regulations and policies as now or hereafter adopted.
2. Agrees to act as agent for the marketing of products of Producer as herein provided.
3. Will market Producer's products in a manner deemed to be most advantageous for its Members.

4. Will account to the Producer in accordance with this contract for all amounts received from the sale of products as herein provided.
5. Will make a payment to the Producer within thirty (30) days of delivery to the slaughterhouse.
6. Provides inventory control for Members, abattoirs and processors to meet needs of end users.
7. Maintain normal business practices including but not limited to:
  - a. Purchase insurance
  - b. Provide bookkeeping, billing, manage receivables and pay expenses.
  - c. Secure banking services
  - d. Provide sales and marketing for Member products
  - e. Engage an independent accountant who will among other things perform annual audits.
  - f. Contract with Members, abattoir(s), meat cutters and end users.
  - g. Deliver meat to New York City
  - h. Collect receipts from end users

8. Will be accountable to the Members pursuant to the By-laws

This Contract shall remain in effect for an initial term of two (2) years from the date hereof. Following the initial term, the contract may be cancelled by notice given in writing by either party to the other within ten (10) days after any yearly anniversary date, and such cancellation shall become effective on the last day of the second calendar month following the month during which such notice is given. Cancellation of this Contract by a Member shall include return of all Cooperative stock owned by the Member to be cancelled and purchased back by the Cooperative in accordance with the Bylaws.

Date: \_\_\_\_\_

Producer's signature: \_\_\_\_\_

Print name here: \_\_\_\_\_

Address: \_\_\_\_\_  
(R.F.D. or Street No.) (Town) (State and Zip Code)

County: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**ADIRONDACK GRAZERS' COOPERATIVE, INC.**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_, President

By: \_\_\_\_\_, Secretary

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**MEMBERSHIP CERTIFICATE**

This certifies that \_\_\_\_\_ of \_\_\_\_\_ is a Member of Adirondack Grazers' Cooperative, Inc. and is entitled to all of the rights, benefits, and privileges of the Cooperative.

Date: \_\_\_\_\_

\_\_\_\_\_, President