

MIDWEST ORGANIC FARMERS COOPERATIVE

Marketing Agreement

This Agreement is entered into on the date shown below between Midwest Organic Farmers Cooperative, (hereafter referred to as "Association"), and the undersigned organic producer (herein referred to as "Member," whether one or more). Association and Member agree:

1. **Member.** Member agrees to be bound by and subject to this Agreement, the Association's Articles of Incorporation, Bylaws, and to the rules and regulations as determined by the Board of Directors, including:
 - a. along with other members executing this and similar agreements, Member hereby constitutes and appoints Association as Member's sole and exclusive agent for the purpose of marketing all of Member's "Listed Production" as identified on the reverse side of this Agreement;
 - b. Member will make available for delivery the Listed Production at such times to such places in unadulterated form under such condition as may be prescribed by the Board of Directors; and
 - c. Member warrants that title to the Listed Production is free from encumbrance of any nature and Member has good and merchantable title with the right and authority to dispose of the Listed Production (except as indicated on the reverse side hereof); will notify Association of any lien arising against the Listed Production; and authorizes Association to pay the holder of such liens from the net proceeds derived from the sale of Listed Production before any payment is made to Member, or issue a two-party check payable to both the lien holder and Member.
2. **Association.** The Association:
 - a. has accepted and approved the application of Member for membership in the Association;
 - b. agrees to act as agent for the marketing of Member's Listed Production as herein provided;
 - c. will use its best efforts to dispose of Member's Listed Production in a manner deemed most advantageous for its members; and
 - d. will account to Member in accordance with this Agreement for all amounts received from the sale of Listed Production as herein provided.
3. **Authority of the Association.** Association shall have the power and authority to:
 - a. establish various plans for making returns to Member;
 - b. blend or pool proceeds from sales of Listed Production of Member with the proceeds of the sales of production of other members and to account to or settle with Member in accordance with established plans;
 - c. process or cause to be processed Member's Listed Production and dispose of the same in the manner deemed most advantageous to its members;
 - d. collect from buyers of Listed Production the purchase price and to remit the same to Member under a plan authorized by this Agreement after making uniform deductions deemed adequate for all necessary expenses; and
 - e. deduct from Member's payments any pending stock purchase or other amount owing to Association by Member.
4. **Term of Listing/Marketing Service Fee.** As to each product among the Listed Production, this listing of products and the agency created hereby shall continue as to the production for the acres listed until such time as released by mutual agreement. In the event of an offer of sale of Listed Production, which offer is presented to Member, Member shall pay to Association a Marketing Service Fee as determined by the Board of Directors, (currently set at 5.5% of the gross sale proceeds for grains & 4% for members returning this agreement); provided, no Marketing Service Fee shall be due in the case of:
 - a. the written mutual release and agreement of Member and Association that no organic market with an acceptable premium is available as to specified products within the term of this Agreement;
 - b. the written mutual release and agreement of Member and Association that the specified products listed do not meet the specifications as to quality for organic marketing through the Association;
 - c. sale of Listed Production to a non-organic buyer upon written proof of sale to non-organic buyer submitted to Association within 30 days following the sale;
 - d. sale of Listed Production pursuant to pre-existing long-term contracts identified on the reverse side of this Agreement or otherwise in writing to Association at the time this Agreement is entered into; or
 - e. Listed Production fed to Member's livestock.

As to crops listed but not harvested, member shall provide periodic reports of estimated production from listed acres upon request of Association and reports of actual production following harvest.

In no event shall Association incur any liability for failure to sell Listed Production. Sales of Listed Production arising from offers presented by Association outside the term of this Agreement shall be upon such terms and Marketing Service Fee, as Member and Association shall agree.

5. **Direct Dealings With Buyers.** Notwithstanding any other terms of this Agreement, from time to time, Association may authorize Member to deal directly with buyers for Listed Production. In such cases, Member hereby directs the approved organic certifying organization to issue a copy of all Transaction Certificates directly to Association (or similar documentation indicating the volume and price of organic production sold) and shall further direct the buyer to remit the appropriate Marketing Service Fee directly to Association or failing such direct remittance from the buyer, Member shall immediately remit such documents and fees to Association.
6. **Default.** In case of a breach of this contract by Member, at the discretion of the Board of Directors, Association shall be entitled to the greater of: a) actual damages, or b) one thousand dollars (\$1,000) plus ten percent (10%) of the value of the Listed Production had there been no breach of this Agreement by Member. Nothing expressed in this Agreement, however, shall impair the right of Association to have equitable relief by injunction or otherwise to prevent any such breach or threatened breach hereof. Member shall, in all events, be responsible for Association's cost of exercising any or all of the remedies available to Association for enforcing the terms of this Agreement including all court costs and reasonable attorney's fees.

MEMBER: _____
Name

MIDWEST ORGANIC FARMERS COOPERATIVE

by _____

Member's SIGNATURE

+ Actual (A) – production stored so you know the amount in inventory

+ Estimated (E) – production not yet harvested (provide best estimate)

2012/2013 * MOFC LISTED PRODUCTION * CERTIFIED ORGANIC

Important: Include products currently held in inventory, **AND products currently planted, **AND** products you plan to plant this upcoming season. Please list the total acres you farm & check if organic or not under Co-Op Market.**

List dates crops need to be sold by

Product (Corn, Soybeans, Produce, etccc)	Year	Variety & Special Characteristics – <i>Need this info!</i> (Please list exact variety of the particular crop listed)	Grade (Food or Feed)	Acres	Quantity (Bu or Lbs) Harvested / Already / Committed	+ Actual Or Estimate A or E	Remarks (confidential info) Contracted, Net Price, or Note due dates to make timely sales etc.	Co-Op Market	
								Yes	No

I have accurately stated my inventory & expected production above. This contract shall be governed by, and construed in accordance with, the laws of the State of Illinois.

MEMBER SIGNATURE: _____ / _____ (Print Name) Date: _____

Address _____ Farm Address _____

Certification Agency: _____ Phone: _____ Cell: _____ Fax _____

Email: _____ Prefer to receive contracts by mail e-mail fax

Please check all that apply or that you participate in on your farm. Livestock Dairy Poultry/Eggs

Fruits Vegetables Pasture Hay Other _____