

## GREAT NORTHERN COOPERATIVE

MEMBER OWNED

# MEMBERSHIP AND CREDIT APPLICATION

### THE CO-OP MEMBER AGREEMENT

Please accept my application into full membership of the Great Northern Cooperative. I hereby agree with the terms disclosed in the Articles of Incorporation and Bylaws of the Co-op, now and hereafter in effect, copies of which are available upon request.

Upon approval of the application, I will agree to pay the annual membership fee of \$45 and that I have signed the Membership Agreement.

After my membership shall have been in effect for 1 year from the date of the signed Agreement, either party may terminate it by notifying the other party in writing of this intention. If neither of the parties of this agreement so notifies the other, it is mutually agreed that this shall constitute conclusive evidence that the parties have renewed this agreement for another year and will be automatically billed.

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APPLICANT SIGNATURE	DATE	

MEMBERSHIP APPLICATION						
NAME:	COMPANY NAME:					
ADDRESS:						
CITY:	STATE:			ZIP:		
EMAIL:	TELEPHO	DNE:		MOBILE:		
SSN:		TAX ID	#:			
NUMBER OF YEARS IN BUSINE	ESS:	AVERAC	GE WEEKLY	FUEL BILL	:	
	ARE YOU A BULK CUSTOMER?					
	YES		NO			
FUEL CARDS						
HOW MANY FUEL CARDS FOR TRACTOR TRAILERS?						
HOW MANY FUEL CARDS FOR PASSENGER VEHICLES?						
SELECT A 4 DIGIT PIN FOR FUEL CARDS: ODOMETER READING FEATURE?						
			YES		NO	



CREDIT REFERENCE	<b>S</b> ————————————————————————————————————
COMPANY NAME 1:	
PHONE:	ADDRESS:
COMPANY NAME 2:	
PHONE:	ADDRESS:
COMPANY NAME 3:	
PHONE:	ADDRESS:
BANK REFERENCES	
COMPANY NAME 1:	
PHONE:	ADDRESS:
COMPANY NAME 2:	
PHONE:	ADDRESS:
COMPANY NAME 3:	
PHONE:	ADDRESS:



#### MEMBER PURCHASING AGREEMENT

The Member Purchasing Agreement is entered into as of the date that the Member has applied. Under this Agreement, a Member will be referred to as "Member" of the Co-op and the Great Northern Cooperative an agricultural & forestry cooperative headquartered in Lansing, Michigan will be referred to as the CO-OP.

#### RECITALS:

- a. The CO-OP is a an agricultural & forestry cooperative organized under the laws of the State of Michigan with its administrative offices located in Escanaba, MI and Lansing, MI.
- b. A Member of the CO-OP who is actively engaged as a harvester of timber, hauler of forest products or finished products or recycled products, forest road contactor, silvicultural contractor, forest landowner, farmer, rancher horticulturist or mill employee or contactor.
- c. Member has purchased a membership and paid to the CO-OP its annually membership fee as specified in the Membership Application and Organizational By laws, receipt of which is hereby acknowledged as an equity investment in the Association. This entitles a Member to all the benefits of membership in the CO-OP.

The partners, Member and the CO-OP, agree as follows:

#### **PURCHASE TERMS**

Section 1: Purchase of Goods and Services – Member will be provided a list of goods and services on which prices have been negotiated with the suppliers. Member agrees this it will buy those goods and services needed for its operations through the Co-op. Should Member fail to patronize the Co-op for its needs the Co-op's Board of Directors may elect to suspend or terminate the Member's membership in the organization pursuant to the Association's Bylaws.

Section 2: Pre-payment – Member will pay the amount due to the supplier or vendor at the time of sale as stated in the Purchase Agreement with the Co-op and Supplier. If a line of credit is required by the supplier or vendor, the Member shall obtain this line of credit from his/her bank at his/her expense. Member understands and agrees that failure to timely pay for goods or services shall constitute the failure to pay an open account, as defined in Michigan law, which may result legal penalties and fines.

Section 3: Delivery – All goods and services shall be delivered to a mutually agreed upon location at the earliest reasonable time after ordering according to the contract terms.

Section 4: Term of Agreement – This Agreement shall remain in effective and enforceable so long as Member maintains valid membership in the Co-op. Either party to this MEMBER AGREEMENT shall have the right at any time on thirty (30) days written notice to the other party to terminate this Agreement. Notwithstanding the foregoing, Section 2 of this Agreement shall survive termination of this Agreement until any debt owed is paid in full, including interest, costs and attorney's fees, if applicable.



Section 5: Non-Conforming Agreement – Cooperative may enter into other agreements consistent with the Bylaws of the Co-op without invalidating this Agreement.

Section 6: No Contrary Agreements – Member warrants that it has contracted to purchase similar goods and services and will not contract to purchase similar goods and services from other person, firm, association, or business entity contract to this Agreement during the term of this Agreement unless 30 day written notification of withdrawal.

Section 7: Forfeiture of Membership – Violation of this Agreement in any material respect by Member may be grounds for the Board of Directors to terminate Member's membership in the Co-op.

Section 8: Articles and Bylaws – Except as altered or amended in this Agreement, Member agrees to conform and to observe the Articles of Incorporation and Bylaws of the Association.

Section: 9 Assignment – This Agreement may be assigned by the Co-op in its sole discretion. Member may assign this Agreement, but only up written authorization granted by the Board of Directors of the Association.

Section 10: Entire Agreement – It is agreed that the Article of Incorporation and the Bylaws of the Co-op and this Member (Purchasing) Agreement, along with any corresponding Personal Letter of Agreement between the Co-op and Member, and that there are no oral or other conditions, promises, covenants, representations, or inducements in addition to, or at variance with, any terms of this Agreement.

Section 11: Governing Law – This Agreement shall be governed by the laws of the State of Michigan and Member agrees that by signing this Agreement, member acknowledges amenability to suit in Michigan, and that Michigan courts many exercise personal jurisdiction over any suits filed. Courts may exercise personal jurisdiction over Member collection on any judgement obtained in Michigan against Member pursuant to Section 2 and 11 shall be enforced in the county and state of Member's domicile.

The Parties have executed this Agreement.

MEMBER SIGNATURE	MEMBER	NAME	DATE
GREAT NORTHERN COOPERATIVE		EXECUTIVE DIRECTOR	

