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SLO Farmers Cooperative COMPREHENSIVE Member Agreement

SLO stands for **S**ustainable, **L**ocal, and **O**rganic. Our general definitions of these words helps explain how the standards for our Co-op Members are derived.

Sustainable: Meets the needs of the current generation without compromising the needs of future generations. Balances people, planet, and profit as needed to maintain an agricultural enterprise.

Local: A 17 county region of northeast Wisconsin defined in SLO Farmers Co-op By-Laws.

Organic: Using production methods aligned with those in the National Organic Program or pledging to move toward those standards as part of a farm business plan approved by the SLO Standards Committee.

SLO Farmer Standards for Membership:

As a member of the SLO Farmers Co-op, we agree to comply with these membership standards to create sustainable, healthy growth for the Co-op members, the Co-op and the broader community.

1. **People:** Family farms are valued. Owners ~~who~~ work side-by-side with workers and compensate labor fairly. Options for workers to share management and ownership shares are encouraged. Farms must show community involvement.
 - a. We agree that the basis of this cooperative is the support of small and mid-size family farms.
 - b. We agree that we work with the employees of the farm and perform many of the same tasks.
 - c. We strive to pay our employees a living wage.
2. **Food Safety:** Farms must have a food safety plan filed with the Co-op, or be striving to complete food safety plan within one (1) year of membership.
 - a. We agree to obtain and provide copies to the Co-op any necessary licensing and permits required by the various local and state health departments. We also agree to ensure that our meat processors have the appropriate licensing in place and provide a copy to the Co-op.
 - b. We agree to carry at least \$1 million dollars of farm liability insurance coverage on our own farm.



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3. **Planet:** Land and water are valued. A farm system that values soil health is fostered. Specific crop production practices that reflect soil, plant, and water quality are listed below:
 - a. Organic matter is maintained and increased through compost, cover crops and/or green manure practices annually, and adding soil amendments that enhance the naturally occurring microbes in the soil.
 - b. Animal/green manures are the main nitrogen sources.
 - c. No synthetic fertilizers are allowed.
 - d. No synthetic herbicides or pesticides are allowed. (They's Orchard is grandfathered from this standard provided they implement an IPM program.)
 - e. Seeds must be non-GMO.
 - f. Buffers are installed along all waterways.
 - g. Space for wildlife habitat is encouraged.
 - h. Row crop fields must be rotated bi-annually and preferably annually to a different species.
 - i. Perennial, managed pastures are used for livestock and there is a goal of no soil loss from the farm.
 - j. Cover crops are used or fields/beds are fallowed appropriately.
 - k. Minor exceptions to any of the standards above must be pre-approved by the board and are noted on any sales made from the farm that has the exception.
 - l. Must have a written Sustainability Plan or Statement of commitment to sustainability
4. **Animal stewardship:**
 - a. Animals must have access to clean water daily.
 - b. Animals must be kept in herds or flocks, not isolated or tethered continuously.
 - c. Animals must have clean bedding and water and appropriate shelter.
 - d. Animals must have enough pen space to engage in natural behavior.
 - e. Pen manure must not be more than ankle deep except in rare circumstances.
 - f. Antibiotic use is not allowed except in emergencies.
 - g. Hormones are not allowed.
 - h. Chemical deworming and fly control are strongly discouraged and must be documented; natural products are allowed.
 - i. All veterinary treatments, (ie. vaccines, dehorning, castration) must be documented.
 - j. During the growing season:
 - i. Animals must have access to the outdoors, and clean fresh grass, daily.
 - ii. Ruminants must get at least 50% of their daily dry matter intake from managed pasture.
 - k. Feedlot production is not allowed.



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- l. We agree to use non-GMO feeds for all livestock. We further agree to maintain proof of purchase of this non-GMO feed or proof of growing and using such feed
 - m. Comply with grass-fed standards (see Appendix).
- 5. **Cooperative Principles:** Cooperation is essential for the success of the cooperative. We agree to uphold all 7 Cooperative Principles to enhance the success of our cooperative and to enhance the success of all our members.
 - a. We have read the By-laws and agree to abide by them.
 - b. We agree to participate in the management decisions of the Co-op by participating in meetings and other communications.
 - c. We agree to work as loyal, dedicated members of the SLO Farmers Co-op to increase the success of the Co-op. We understand that the success of the Co-op creates success for all members.
 - d. We agree to work toward selling increasing wholesale amounts through the Co-op, while recognizing that the Co-op is in the process of developing the protocols and outlets to manage all Members' sales transactions.
 - e. We understand that the Co-op may not currently be the only source of sales for our farm. We understand that the Co-op may not be able to currently sell everything that we can grow to Co-op originated customers.
 - f. We agree to work with other Co-op members to plan for anticipated needs so that we can change our cropping and livestock plans to best fit the sales demands of the Co-op.
 - g. We agree that we only sell our own farm products through the Co-op. We are not to procure products from other farms and sell them to the Co-op, except under unique circumstances approved by the board.

Confidentiality:

- 1. The Co-op prohibits members from conserving, transmitting or using any confidential information, in whole or in part, other than for business of the Co-op.
- 2. Any information on the administration, management, financial, and internal operations of the Co-op is considered confidential.
- 3. Any customer and contact lists belonging to the Co-op are property of the Co-op and considered confidential.



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4. Any information acquired regarding a mandate (invoices, payments, sales, and customers lists developed by the Co-op as well as decisions by the board as presented in the minutes of meetings) is considered confidential.

Non-competition:

Compliance to non-competition is in effect on the date listed on this Agreement and during the two (2) years following either the resignation or expulsion of the Member. The Member agrees to comply with SLO Farmers Co-op's Confidentiality and Non-Compete definitions, as follows:

1. The Member or former Member will not offer services or sales in competition with the Co-op's service or sales offerings, to any customer of the Co-op. The Co-op respects that some new members have had previous relationships with customers. The Co-op respects those sales and asks all new members to share a list with the Co-op of their previous sales relationships that they want to maintain.
2. The Member or former Member will decline all requests for direct service from a customer of the Co-op and to refer the customer to the Co-op. In the case of a former Member, this applies during the two-year non-compete period.
3. If a Co-op-originated customer approaches the Member of the Co-op, requesting to buy directly from said Member, the said Member will run the sale through the Co-op. This does not apply to sales at farmers markets to non-commercial customers.
4. The Co-op respects the established relationship of members customers who are listed on the Pre-existing Customer List. The Co-op may market and sell to customers currently serviced by an individual member and will strive to fill those customers' orders with that members product first.

Breach of Agreement:

In the event of a breach of this Agreement by the Member, the Member shall be liable to the Co-op and other Members for all damages incurred as a result of said breach. If actual damages to the Co-op and other Members cannot be determined and agreed upon, or for any other reason determined by the Board, the Member understands they shall be subject to any or all of the following: forfeiture of membership, forfeiture of membership fees, forfeiture of membership equity and dividends, and payment of damages.

The Co-op 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 Co-op.



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Signature of Member
(Individual or Entity Principal)

Date

Name of Member (Print name and entity name)

Address

Phone/Fax/E-mail