



MEMBERSHIP AGREEMENT

THIS AGREEMENT executed as of this _____ day of _____, 20____, by and between UNITED POTATO GROWERS OF THE PACIFIC NORTHWEST, an agricultural cooperative, hereinafter called the "Cooperative," with principal place of business at Salt Lake City, Utah, and the undersigned member of the Cooperative hereinafter called the "Member," is made in consideration of mutual promises and other good and valuable consideration and is as follows:

1. This Agreement is one of several similar agreements made by the Cooperative with potato growers who are mutually and individually obligated under the terms hereof ("Members"). The Cooperative shall be deemed to be acting in its own name for and on behalf of all of its Members in carrying out the provisions of such agreements or in any action or legal proceeding resulting therefrom.
2. The person who signs on behalf of Member acknowledges that such Member is an agricultural producer which is either an individual, partnership, corporation or other entity actually engaged in the production of potatoes or a landlord which receives a portion of the crop as rent.
3. Member hereby agrees to acquire one (1) share of common voting stock at a price of One Hundred Dollars (\$100.00).
4. Member agrees to acquire such shares of Preferred Stock of the Cooperative at a price set by the Board of Directors of the Cooperative. Member agrees to provide the information sought on the signature page. Member hereby acknowledges that the Board of Directors may assess a check-off or marketing fee to help finance the operations of the Cooperative.
5. It is the intention of the Cooperative and its Members that pricing, quality standards, acreage allotments, rules and regulations be observed by the Grower as are published from time to time by the Cooperative and provided to Member. In the event Member does not observe such pricing, quality standards, acreage allotments, rules and regulations, Member may be discharged from membership by a vote of a majority of the Board of Directors of the Cooperative. Member acknowledges that the Board of Directors of the Cooperative may from time to time adopt penalties for violations of the Membership Agreement. Discharge from membership will not relieve Member from obligations incurred prior to discharge.
6. In the event monetary benefits are realized by the Cooperative through any of its operations or activities, such benefits will be allocated to the Members in accordance with their patronage, or in absence of patronage, in accordance with the outstanding Preferred Stock on a per share basis.
7. This Membership Agreement, together with the Cooperative's Articles of Incorporation, Bylaws, pricing, quality standards, acreage allotments, rules and regulations, constitute the entire contract between the Cooperative and the Members. Member also agrees to abide by such additional rules and regulations adopted by the Board of Directors from time to time which are not in conflict with the Articles of Incorporation and Bylaws.

8. This Membership Agreement is binding on Grower, his heirs, successors and assigns. In the event Grower utilizes an entity which he owns, controls or affiliates with to circumvent the provisions of this Agreement, the Cooperative shall be entitled to treat such act as an assignment. The penalties for such breach shall be assessed to Member, his heirs, successors or assigns.

9. The term of this Agreement shall be for a period of two (2) years from the above date. Thereafter, it shall be automatically renewed for two (2) year terms by Member unless terminated by written notice furnished to the Cooperative not later than one (1) year prior to the end of the original term or any renewal term.

IN WITNESS WHEREOF, this contract has been executed as of the day and year first above written.

UNITED POTATO GROWERS OF THE PACIFIC NORTHWEST
299 S. Main Street, Suite 1300
Salt Lake City, UT 84111

By: _____
Mark Klompfen, President/CEO

Member's Name

Member Address

Signature of Member or Authorized Representative

Co-Owner's Signature (if applicable)

Member's Telephone Number

Federal ID Number

County or locale where potatoes were grown: _____

IMPORTANT: In order to join, the person or company joining must be the growing/grower portion of your business.

Acreage: _____	x \$ _____	=	\$ _____
Common Stock (Voting stock):			\$100.00
Total Payment: Annual Membership Dues			
plus Common Stock amount =			\$ _____

Please make check out to, and return form and payment to:
United Potato Growers of America
299 S. Main Street, Suite 1300
Salt Lake City, UT 84111

United Potato Growers of the Pacific Northwest operates under the umbrella of United Potato Growers At-Large and is administered by United Potato Growers of America's National Office. Please call 801-266-5050 for assistance.