



## Member Agreement

### Our mission

The Bay Ridge Food Cooperative (BRFC) will be a member-owned and operated cooperative whose aim is to provide quality, wholesome food and goods at the lowest practical cost. We strive to make Co-op membership welcoming and accessible to all residents of our diverse community and the surrounding areas. As such, the BRFC anticipates accepting a variety of forms of payment, including WIC and EBT.

The products the BRFC will carry—as well as our business practices—reflect the values and needs of our members with a specific emphasis placed on building community, promoting social and economic well-being, and acting in an environmentally sensitive manner.

### The seed has been planted. Help it grow.

Without member-owners, the Co-op is simply a good idea. Your membership shares are vital to providing funding, labor, leadership and guidance to reach our target opening date. Without member-owners, the progress of the Co-op will remain on-hold. We need you and your membership commitment to help us move forward. When you sign the membership agreement, you agree to the terms set forth by the Co-op. Please note the terms of membership will be further defined and revised by a vote of members (including you when you join) as the Co-op develops and our needs evolve.

### What does membership require?

#### *Member equity*

Membership shares are \$200 per adult (aged 18 years or older). This is a one-time fee and every adult member in the household, sharing in the benefits of the Co-op, must become a member. Each paid member becomes a voting member.

#### *Reduced Equity Option*

Those interested in becoming BRFC members who are on government-assisted programs can join with a reduced equity option upon showing proof of eligibility. The documents accepted as proof of eligibility include Food Stamps, SSI, Medicaid, WIC, Family Health Plus, Section 8 Housing Subsidy, and the Advantage Program. Requests for reduced investment and reduced membership can be made at any time.

#### *Work Responsibility*

Every member will be required to contribute a set number of work hours (sweat equity) each month (approximately 4 hours/month). There will be exceptions to this requirement and written requests for waivers of membership sweat equity may be considered from people living with certain disabilities.

If a member of the household cannot complete their work requirement, another member of the same household may work for them. Work hours are flexible and not all work is physically demanding. Work may entail stocking shelves, ringing on a cash register, or helping with paperwork or other office work.

### Summary of by-laws

#### *Credit for time invested*

In order to give value to time invested towards the opening of the BRFC, we will record and credit hours for future use towards membership labor requirements.

#### *Cooperation among cooperatives*

The BRFC and the Park Slope Food Cooperative (PSFC) are working together. If you are a member of BRFC and you are also a PSFC member, PSFC work hours may be satisfied by contributing at least 4 hours per month to the BRFC effort.



*Provisional membership*

If an individual is interested in becoming a member, but cannot contribute financially towards member-ownership, they may become a provisional member. Provisional members are welcome to have a voice at meetings, and participate in events, but will not have a vote. Provisional membership will be available only until the time of store opening. Time worked by provisional members will also be recorded.

*Termination of membership*

If, at any time, you should choose to terminate your membership, membership fees will be returned within a reasonable amount of time upon *written request* and subject to approval of the Board of Directors. Administrative fees will be non-refundable.

The Board reserves the right to terminate membership of an individual or a collective household at any time, or for any reason, including illegal activities or actions that effect the operations of the Co-op such as theft, violence, or harrasment of staff, members, or shoppers.

*Other fees:*

An administrative fee will be waived for the first 500 members to join. After that time, the Co-op will charge one-time, non-refundable administrative (joining) fee—above and beyond membership fees—to cover the costs of processing new memberships.

**General Release And Waiver of Liability**

Funds governed by this agreement are subject to risks inherent in any start-up enterprise such as the BRFC and that such risk may result in the loss of part or all such funds. Membership equity investments are subordinate to all other debts of the Co-op.

The BRFC Board shall keep a record of all membership investments and shall provide an accounting of such funds to any Member upon written request. Membership equity is not entitled to a dividend and is not transferable.

I have read and understand and specifically agree to all the language in this agreement. I agree to release BRFC from any liability associated with the loss of all or part of my equity in the enterprise

I certify by my signature that I am at least 18 years of age and have full mental capacity to enter into the Agreement.

**Becoming a member-owner**

Choose a payment plan and complete the attached membership agreement. Upon full payment, each adult member of a household will own a share of the Co-op subject to the terms of this agreement.

- Plan A: \$200 Payment in full (one-time lump-sum payment)
  - Plan B: \$50 initial payment, \$50/quarter until \$200 membership paid in full
  - Plan C: \$20 initial payment, \$20/month until \$200 membership paid in full
  - Plan D: \$10 initial payment, \$10/month until \$200 membership paid in full
  - Plan E: \$10 initial payment, \$10/year until \$50 membership paid in full\*
- \* This option requires documentation as described above

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**THIS IS YOUR RECEIPT**

I subscribe to purchase \_\_\_\_\_ shares for my household at \$200.00 per adult per household, for a total of \$\_\_\_\_\_.

**Date:** \_\_\_\_\_ **Method of payment:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Amount paid:** \_\_\_\_\_ **Payment accepted by:** \_\_\_\_\_

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

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Title: \_\_\_\_\_

Street address: \_\_\_\_\_ Apt #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

# of adults in household \_\_\_\_\_ # of children in household \_\_\_\_\_

Names of other adults:

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Title: \_\_\_\_\_

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Title: \_\_\_\_\_

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Title: \_\_\_\_\_

Do you want to receive e-mail from the Co-op? \_\_\_\_\_ Do you want to receive mail? \_\_\_\_\_

Do you want to volunteer in the organization that is creating the co-op? \_\_\_\_\_

<b>Equity investment</b>					
<b>Plan ( x # of adults)</b>	Adults	Check	Online*	Mail**	Cash
\$200 Paid in full (per adult)					
\$50 per quarter, until \$200 is reached (per adult)					
\$35 first payment, \$15/month until \$200 is reached (per adult)					
\$10 first payment, \$10/month until \$200 is reached (per adult)					
\$10 first payment, \$10/year until \$50 is reached (per adult)					
* If you would to make payments online, please note that processing surcharges will apply. If you would like to pay your membership fees using a credit card, please note that we are currently setting up this capability.					
**Mail to: <b>Bay Ridge Food Cooperative. 128 Marine Avenue, 5E, Brooklyn NY 11209</b>					

Everyone is welcome to become a member of the Bay Ridge Food Cooperative (Co-op). Membership equity is required from each adult individual in a household. The Co-op shall keep a record of all membership investments. Membership equity is not entitled to a dividend and is not transferable. When a member leaves the Co-op, the investment may be refunded to the member upon written request, with the approval of the Board of Directors. Membership equity investments are subordinate to all other debts of the Co-op.

At some time in the future, each adult member, who is able, will be required to work at the Co-op.

## Disclaimer and Signature

I understand that I am committing to adhere to the by-laws and policies of the Bay Ridge Food Co-op at present and in the future.

I certify that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in my application may result termination of my membership. I understand that funds covered by this agreement are subject to risks inherent in any start-up enterprise like this, and that such risk may result in loss of part or all such funds. I am of legal age and able to enter into a contract in the State of New York.

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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