

FSILG COOPERATIVE INC. MEMBERSHIP AGREEMENT

THIS AGREEMENT is made this ____ day of _____, _____, by and between: **FSILG COOPERATIVE, INC.**, hereinafter referred to as "FCI", and _____ hereinafter referred to as "MEMBER".

WHEREAS, FCI is a corporation formed for the purpose of volume purchasing and related activities for its members; and MEMBER desires to utilize the services of FCI.

WHEREAS, MEMBER or its affiliated organization is a shareholder of FCI.

NOW, THEREFORE, the Parties hereby agree as follows:

1. MEMBER hereby requests and FCI agrees that MEMBER shall be, a member of FCI subject to all the provisions and requirements as set forth and contained in the Articles of Incorporation and By-Laws of FCI as well as any policies promulgated by the Board of Directors of FCI as the same now exist and as they may hereafter be, from time to time amended.
2. MEMBER hereby agrees that it may participate in the services offered by FCI as long as MEMBER or its affiliated organization remains a shareholder of FCI.
3. MEMBER hereby agrees to purchase from FCI approved vendors such food, food products, paper and janitor supplies, and such other items, products and services as are consistent with MEMBERS needs, requirements and operation and are available from approved vendors; and further agrees to pay such working capital deposits, service charges, assents to such retainages and shall be entitled to such refunds as set forth in any policies promulgated by the Board of Directors of FCI from time to time.
4. It is understood and agreed that MEMBER shall pay to FCI such amounts as are due and owing on account of purchases made by MEMBER from approved vendors together with applicable service charges at least monthly, within the prescribed period of time after receipt of billing from FCI, as determined by the Board of Directors of FCI and communicated in writing to MEMBER.
5. The initial working capital deposit shall be in the sum of \$_____. The initial working capital deposit may be increased or decreased consistent with volume of purchases made by MEMBER as provided in any appropriate policies promulgated by the Board of Directors of FCI.
6. It is understood by MEMBER that the intent of FCI and MEMBER'S participation therein is to obtain benefits for members by securing for them overall savings on the purchases of classes of FCI goods and services for which it can find approved vendors. MEMBERS of the organization **shall** purchase goods and services from FCI approved vendors, consistent with the individual operations of the members and their individual needs. It is further understood by MEMBER that FCI makes no representation that the cost of purchase of any specific item shall be less than the cost of the same item if purchased by MEMBER from an independent source by selective purchasing, special discounts available to MEMBER or otherwise. Consistent with its purpose FCI shall strive to provide its members with overall savings on the members' purchases of goods and services within the classes available.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their proper officers or agents, or if individuals, by affixing hereto their hands and seals the day and year first above set forth.

FSILG COOPERATIVE, INC.

By: _____
Its: Executive Director

Name of Organization: _____

By: _____

Its: _____