

UNIFORM MEMBERSHIP AGREEMENT

THIS AGREEMENT, made and entered into by and between FLORIDA FARM BUREAU FEDERATION (hereinafter called "State Association") and _____ COUNTY FARM BUREAU (hereinafter called "County Association"), and other member County Farm Bureau Associations which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the State Association is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, County Association, being a member of the State Association and having similar objectives and purposes, desires to cooperate with the State Association and the other member County Farm Bureau Associations in the attainment of these common objectives and purposes;

WHEREAS, State Association has as its further objective to correlate Farm Bureau activities and strengthen its member County Farm Bureau Associations;

WHEREAS, State Association and its member County Farm Bureau Associations recognize the importance of the grassroots structure of the organization, which rests on strong and active organized County Farm Bureau Associations;

WHEREAS, State Association and its member County Farm Bureau Associations recognize the extraordinary value of the goodwill and reputation symbolized by the Marks and the importance of maintaining and protecting the Marks as distinctive identifiers of the collective national Farm Bureau organization; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their Affiliates, within the guidelines of this Agreement.

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

1. DEFINITIONS.

(a) "Affiliate" or "Affiliates" shall mean those companies or other entities which use the Marks in the conduct of their affairs and which are subject to control by one or more County Farm Bureau Associations and/or State Association through such means as ownership (including partial ownership), positions on the Board of Directors or licenses, or other methods of control approved by the AFBF Board of Directors.

(b) "Marks" shall mean the designations "FARM BUREAU," "FB," and "VOICE OF AGRICULTURE," and the "FB" National Logo as depicted and specified in the *Farm Bureau Marks Use Manual*.

(c) "County Farm Bureau Association" shall include county or parish units of the Farm

Bureau organization.

(d) “American Farm Bureau Federation” or “AFBF” shall mean the national unit of the Farm Bureau organization.

(e) “National Membership Agreement” shall mean the uniform membership agreement between AFBF and each State Farm Bureau Association.

2. COOPERATIVE RELATIONSHIPS.

(a) State Association shall maintain, during the tenure of this Agreement, its faith in the County Farm Bureau Associations as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible measure, with County Association in achieving the objectives of the Farm Bureau organization, recognizing at all times the rights and responsibilities of County Association with respect to county matters.

(b) County Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) other County Farm Bureau Associations with respect to their respective county matters; (ii) State Association with respect to state matters; and (iii) the AFBF with respect to national and international matters.

3. CONDUCT OF OPERATIONS.

(a) County Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of State Association.

(b) State Association and County Association shall conduct their operations, and assure that operations of their respective Affiliates are conducted, in a manner consistent with this Agreement, the National Membership Agreement, the State Association’s Articles of Incorporation and Bylaws, and the policies and resolutions duly adopted by the State Association’s Voting Delegates and interpretations of such policy by the State Association’s Board of Directors.

(c) County Association shall have exclusive jurisdiction on all matters directly affecting County Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of State Association or the provisions of this Agreement.

4. INTELLECTUAL PROPERTY

(a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF owns the Marks with the sole right to obtain registrations for the Marks in the United States Patent and Trademark Office and in all other trademark registries or comparable record systems in the United States and elsewhere throughout the world.

(b) So long as County Association remains a signatory to this Agreement, County Association shall be the one and only county-wide member entitled to State Association membership and authorized to use the Marks, either directly or through Affiliates approved pursuant to Section 4(d), within the respective territory of County Association. The authority of County Association to use the Marks shall be revoked immediately and automatically upon

termination of its membership in State Association, or upon the termination of State Association's membership in AFBF.

(c) State Association and County Association shall ensure that no Affiliate shall use the Marks without obtaining written permission from the AFBF Board of Directors or the AFBF Executive Committee during the periods between regular meetings of the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(d) Use of the Marks by AFBF, State Association, County Association, and their Affiliates shall be governed by the provisions of this Agreement, the National Membership Agreement, and by the *Farm Bureau Marks Use Manual* which is attached hereto as Attachment A and is incorporated herein by reference, and which may be revised from time to time by the AFBF Board of Directors.

(e) Each party hereto shall maintain sufficient control of its Affiliates, including Affiliates operating on behalf of two or more County Associations, to assure that the Affiliates comply with the rules governing their use of the Marks, as stated in this Agreement, the National Membership Agreement, and the *Farm Bureau Marks Use Manual*, and any applicable trademark license or other document providing for control over the use of the Marks as may be required by the AFBF Board of Directors.

(f) State Association and its Affiliates may offer their services, programs and activities using the Marks within County Association's geographical jurisdiction with the written consent of the Board of Directors of County Association or the President of County Association, at the election of the County Association. In the event that the Board of Directors or the President of County Association, as the case may be, later revokes its consent to such use of the Marks, State Association or its Affiliate shall be given reasonable time in which to discontinue offering them. County Association and its Affiliates that have been granted permission, or are granted permission in the future, to use the Marks by AFBF shall be permitted to use the Marks, subject to the provisions of the National Membership Agreement, in the geographical jurisdiction of another County Farm Bureau Association that has consented to such use.

(g) County Association and its Affiliates shall not be prohibited from conducting any business that does not use the Marks ("Unbranded Business") in the geographical jurisdiction of another County Farm Bureau Association. County Association agrees that State Association and its Affiliates, and other County Farm Bureau Associations and their Affiliates, shall have a similar right to conduct Unbranded Business in the geographical jurisdiction of County Association.

5. FARM BUREAU POLICIES

(a) It is in the best interest of the Farm Bureau organization at the local, state and national levels for County Association to be supportive of the Farm Bureau policy positions adopted by the State Association's and AFBF's Voting Delegates, including interpretations of such positions by the State Association's and AFBF's Boards of Directors.

(b) Except as provided in Section 5(c), County Association and its Affiliates shall be bound by Farm Bureau policy resolutions adopted by the State Association's Voting Delegates, including interpretations of such positions by the State Association's Board of Directors, and by other actions adopted by the State Association's Board of Directors relating to statewide policy

issues.

(c) If it appears to County Association that it may not wish to support or otherwise be bound by a State Association policy position, or Board interpretations thereof, County Association shall follow the policy dissent procedure of the Bylaws of State Association.

(d) In the event County Association is no longer bound by State Association policy pursuant to Section 5(c), County Association shall cooperate with State Association by not publicly criticizing State Association and other county Farm Bureau organizations for supporting the majority position from which the County Association has dissented, and by clearly indicating that the view or position of the County Association does not represent the position of the State Association.

(e) State Association shall not provide its services or facilities or otherwise lend support to a County Association for the purpose of helping such County Association support a view contrary to State Association policy.

6. MEDIATION/ARBITRATION.

(a) In the event of a dispute between two or more County Associations, which they are unable to resolve, the parties may submit the dispute to the State Association President for mediation. The State Association President and two persons selected by the President and approved by the State Association Board of Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) State Association may, at its discretion, intervene in any arbitration proceeding instituted under this Section in which it has a substantial interest if it is so authorized by a majority vote of the State Association Board of Directors. In the event State Association decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

7. WORKING WITH ALLIES.

State Association and County Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs.

8. MEMBERSHIP AND FISCAL MATTERS.

(a) County Association shall cause to be maintained at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing.

(b) All individual membership dues caused to be collected by County Association for State Association during the current State Association fiscal year for the current State Association

fiscal year shall be paid to the State Association according to the provisions of the Bylaws of State Association.

(c) State Association and County Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(d) State Association and County Association shall furnish the other with a copy of its annual audited financial statement upon request.

9. INTERPRETATION AND TERMINATION OF AGREEMENT.

When duly executed, this Agreement shall supersede all previous membership agreements between the State Association and County Association. This Agreement shall be interpreted consistent with the National Membership Agreement. This Agreement may be terminated by State Association or County Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that County Association shall pay to State Association one-twelfth (1/12) of the dues paid to State Association by County Association during the previous State Association fiscal year times the number of months from the beginning of the current State Association fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by County Association shall constitute resignation from membership in the State Association.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this _____ day of _____, 20____.

FLORIDA FARM BUREAU FEDERATION

By: _____ ATTEST: _____
Federation President Federation Secretary

_____ COUNTY FARM BUREAU

By: _____ ATTEST: _____
County Association President County Association Secretary