

# THE MID-COLUMBIA MARKET at the HUB - Co-op Membership Application

Type of membership:  Family  Co-op Vendor\*  Grow-Local Business

1) \_\_\_\_\_  
Last Name (Primary Member) First Name MI

2) \_\_\_\_\_  
Last Name First Name MI

Business Name (if applicable)

Address City ST ZIP

Phone Alt Phone

Email Address (to receive official board notifications, ballots, and Co-op E-news)  Check here if you do *not* want to receive Co-op E-news

Signature (Primary Member) *Signature denotes acknowledgement and acceptance of Co-Op Membership Policies listed below.*

Driver's License # State Expires Date of Birth

## ARE YOU INTERESTED IN VOLUNTEERING?

If so, are you interested in:

- Regular hours
- Special events
- On-call for one-time and emergency situations
- Other? \_\_\_\_\_

If interested in *weekly* volunteering, available:

- Tuesday evenings  Saturdays
- Wednesdays  Weekends
- Thursdays
- Fridays  Other: \_\_\_\_\_
- Weekdays

## SPECIAL INTERESTS/TALENTS!

- Data Entry / Computer Skills  Retail (Inventory/Merchandising)
- Food Prep (Food Handler's)  Gardening / Landscaping
- Web Design / Database Design  Events

Other (please describe) \_\_\_\_\_

## MEMBERSHIP INFO:

1. The primary member owns the membership and is responsible for updating the address, phone number and for adding or deleting secondary member names.
2. We ask that you provide your member number each time you make a purchase, so the cashier can verify your membership and expiration date.

## FOUR EASY STEPS:

1. Complete this application.
2. Give it to the Co-op cashier with your I.D.
3. Pay the Cashier with check or cash.
4. Pick up your Membership Card when notified that it is ready.

**DATA PRIVACY STATEMENT:** The Mid-Columbia Market at the Hub is committed to guarding its member/owners personal privacy to the highest degree possible, consistent with legitimate business needs and legal requirements. Protecting the security and privacy of our members is of the utmost importance to us. Only staff authorized to enter and access member information may do so. Co-op staff will not disclose data supplied by members to anyone outside of co-op and Hub management at any time. Ask for the full data privacy policy at our cashier counter.

## CO-OP MEMBERSHIP POLICIES:

1. Membership is nontransferable, except as otherwise specified in the policies of the Co-op.
2. Members are entitled to one (1) vote per membership in elections and proposals,
3. The Co-op exists through member participation and the member receives the benefits of Co-op ownership.
4. Members must comply with all membership requirements (as stated in the policies of the Co-op and the laws under which it is incorporated).

I understand this membership is subject to requirements as set forth in the articles and bylaws of the Co-op which are available at the Co-op office (603 Goethals, Richland). I have been notified of such requirements.

SIGNATURE OF PRIMARY MEMBER ABOVE CONSTITUTES ACKNOWLEDGEMENT AND AGREEMENT WITH THESE POLICIES.

## Fees:

12 Month Membership = \$35.00  
Lifetime Membership = \$350.00

\* In order to be a vendor at the Market, a company must both 1) be a member of the Co-op and 2) obtain approval to sell product at the Market after filling out an additional vending application..

## To be filled out by Mid-Columbia Market Co-op

Member Number \_\_\_\_\_

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

Membership Taken by: \_\_\_\_\_

Entered Invoice# \_\_\_\_\_ Date \_\_\_\_\_



## BYLAWS of THE MID-COLUMBIA MARKET at the HUB

### I. NAME OF CORPORATION

- a. The name of this cooperative corporation is the The Mid-Columbia Market at the Hub, hereafter referred to as “The Market” or “the Cooperative”, a cooperative enterprise organized under RCW 23.86 of the State of Washington.

### II. EFFECTIVE DATE OF INCORPORATION

- a. The effective date of incorporation of The Market is upon filing by the Washington State Secretary of State.

### III. DURATION

- b. The duration of this cooperative shall be perpetual.

### IV. REGISTERED OFFICE

- a. The principle place of business of The Market is 603 Goethals Drive, Richland, WA 99352.

### V. PURPOSE

- a. The purpose of this cooperative is to provide a retail marketplace that sells foods and non-food items produced primarily in the Northwest, focusing in particular on items from the local area of southeastern Washington and northeastern Oregon. The activities of The Market are guided by its core values of support for small, local enterprise, sustainability of privately-owned small farms, and environmental stewardship. The cooperative will educate members and the general public regarding the benefits of eating locally produced foods in conjunction with conveying our core values and the practical implementation of these principles. The Market will be operated on a cooperative basis for the mutual benefit of its members as patrons and owners of the cooperative.
- b. The Board will provide basic screening of products and producers based on our core values, and education and training for members and other customers regarding the use and the advantages of local foods. Products that are consistent with our core values, but are not available in the local area, may be sourced from elsewhere at the Board’s discretion.

### VI. POWERS

- a. The Market is a self-governing, member-owned entity. The Market has its own management and Board of Directors (“the Board” or “Board”).
- b. This cooperative shall have the power to conduct all lawful business in the State of Washington including, but not limited to, the operation of a retail marketplace that sells food and non-food items grown or produced primarily in the northwestern United States, and shall have, exercise, and possess all the rights, powers, and privileges generally granted to a cooperative corporation by the laws of the State of Washington, including (1) To borrow money within the limits allowed by law and to give a lien on any of its property as security therefore in any manner permitted by law, (2) To buy, lease, hold, and exercise all privileges of ownership over such real or personal property as may be necessary or convenient for the conduct and operation of the business of the association, or incidental thereto, (3) To draw, make, accept, endorse, guarantee, execute, and issue promissory notes, bills of exchange, drafts, warrants, certificates, and all kinds of obligations and negotiable or transferable instruments for any purpose that is deemed to further the objects for which this cooperative is formed, and to give a lien on any of its property as security therefore, (4) To acquire, own, and develop any interest in patents, trademarks, and copyrights connected with, or incidental to, the business of the association, (5) To cooperate with other similar associations in creating central, regional, or national cooperative agencies, for any of the purposes for which this association is formed, and to become a member or stockholder of such agencies as now are or hereinafter may be in existence, (6) To have and exercise, in addition to the foregoing, all powers, privileges, and rights conferred on ordinary corporations and cooperative associations by

the laws of the State of Washington and all powers and rights incidental or conducive to carrying out the purpose for which this association is formed, except such as are inconsistent with the express provisions of the act under which this association is incorporated, and to do any such thing anywhere; and the enumeration of the foregoing powers shall not be held to limit or restrict in any manner the general powers which may by law be possessed by this association, all of which are hereby expressly claimed.

## **VII. MEMBERSHIP SHARES**

- a. The Board is authorized to sell membership shares to any person, family, firm, partnership, LLC, corporation or association, who or which agrees to sign and abide by a membership agreement with the Association, and meets such other conditions as may be prescribed by the Board may become a member of The Market. Any person shall be eligible to become a member of the cooperative regardless of race, gender, religion, income, marital status, sexual orientation, culture, or nationality. Membership becomes effective upon signing the membership agreement and investment in whole or in part of a membership share provided that all membership requirements are met.
- b. Par value of each membership share is \$350. The actual price of a membership share is determined by the Board and can be adjusted upward or downward annually as deemed appropriate. The Board may take all relevant factors into consideration in determining the cost of membership, including, but not limited to, annual revenues and expenses of the cooperative, goodwill and name recognition, cash on hand and the value of the fixed assets of the cooperative.
- c. Membership shares may be purchased in whole at any time for par value. Alternatively, member shares may be purchased in part from time to time in fractions of one-tenth (1/10) of one membership share. Ownership of less than one membership share shall entitle the holder thereof to all the rights and privileges of ownership of one membership share so long as the holder thereof has purchased one-tenth of a membership share within the calendar year or within 90 of the start of a new calendar year provided the holder thereof has purchased not less than one-tenth of one membership share in the preceding calendar year. All references to members within this document shall include owners of whole or fractional membership shares as described in this section.
- d. Additional services for vendor business or non-vendor businesses may result in additional cost as established in the respective agreements.
- e. No person, persons, or other legal entity may own or vote more than one membership share in the cooperative. Memberships may not be transferred directly from members to nonmembers or between members.
- f. A membership share or any fraction therefor cannot be assigned, either voluntarily or involuntarily, or by operation of law, nor can any membership or membership rights, voting or property rights of a member in the Cooperative be assigned, transferred, alienated, or encumbered in any manner or by any means whatsoever. Any purported or attempted assignment, transfer, alienation, or encumbrance of either the certificate of membership, or of the membership, or membership and property rights, shall be null and void and confer no rights upon the purported assignee, transferee or claimant.
- g. Private information about members will be used for the express purpose of conducting business of the cooperative and will not be distributed or sold to any organization or individual, except as otherwise required by law.

## **VIII. MEMBERSHIP**

- a. The members are the supreme governing body of this cooperative and are the only owners of this association.
- b. Only one vote is exercised per membership share in the cooperative and the voting rights of members of the cooperative shall be equal.
- c. Voting shall be permitted by mail, e-mail, in person, or other form as deemed appropriate by the Board. Proxy voting shall be allowed. Each proxy shall be in writing, signed by the voting member and no members shall vote more than one proxy.
- d. If a membership is held by a household, partnership, LLC, or other legal entity, the member shall designate in writing the person who shall vote on behalf of the member. That designation shall remain in effect until written notice of a properly authorized change in the designated voter shall be received by the Board.
- e. All members of a shareholder's immediate household share in the rights and privileges of membership, and may buy from, sell to, and hold office in the cooperative, but only one vote may be cast per membership share. For the purpose of these articles, "immediate household" is defined as two or more persons residing at a common address. At the discretion of the Board, these definitions may be broadened to include institutions, retirement complexes, religious organizations, or other larger groups of people who are not eligible for a business membership.

- f. Members may be expelled for cause from the cooperative by a two-thirds (2/3) vote of the Board. Expulsions may be appealed to the general membership at a regular meeting or at a special meeting of the members. Cause for expulsion may include illegal activity, fraudulent affidavits regarding the Northwest origin or production practices of products sold through the cooperative, failure to maintain accounts in good standing, and prolonged and egregious inability or unwillingness to follow cooperative standard operating procedures. In addition, the Market may choose to refuse service to anyone for any reason at any time. Notwithstanding, expelled members shall be entitled to any patronage dividends or retained share allocations as described in this document.

## **IX. PATRONAGE REBATES**

- a. The Cooperative shall allocate and disburse to members its adjusted net margins from business done with and/or for them in the manner set forth in this section. Members shall retain the right to waive in whole or in part, by action at a meeting of members, any patronage rebates to which they may be entitled.
- b. Amounts distributed to members as patronage rebates shall be based upon the net margins of the Cooperative from business done with and/or for members, reduced only by amounts which are not allowable under federal tax laws and by such reasonable reserves for necessary business purposes as may be determined by the Board. In determining and allocating such adjusted net margins, the Cooperative shall use a single allocation unit except to the extent that it shall, subsequent to the adoption of these bylaws, engage in any new and distinct line of business. Such adjusted net margins shall be allocated to each member in the proportion which his or her patronage bears to the total of all member patronage during the fiscal year. All members shall be considered patrons of the Cooperative to the extent of their sales and/or purchases of goods and services measured in terms of its dollar amount.
- c. Patronage rebates shall be evidenced by written notices of allocation delivered to recipient members within eight months and fifteen days following the close of the fiscal year. All notices, except those subject to Section 9 (g) hereof, shall be accompanied by checks in an amount determined by the Board which must be at least twenty percent of the total allocation. Any allocations of such a nominal amount as not to justify the expenses of distribution may, as determined by the Board, be excluded from distribution provided that they are not then or later distributed to other members.
- d. By obtaining or retaining membership in the Cooperative, each member shall thereby consent to take into account, in the manner and to the extent required by Section 1385 of the Internal Revenue Code, the stated dollar amount of any qualified written notice of allocation in the taxable year in which such notice is received.
- e. Patronage rebates not currently distributed by check shall be credited or charged to revolving capital accounts in the names of recipient members. Revolving capital accounts shall accrue no dividend or interest, and shall be assignable only to the Cooperative.
- f. Revolving capital that is no longer needed for capital purposes of the Cooperative may be redeemed in such amounts and at such times as may be determined by the Board of Directors. At that time they shall be redeemed only in the order of the oldest outstanding amounts and only on a ratable basis among such amounts for each fiscal year, except that redemptions may be made payable only to members who are then in good standing or become so within a stated period of time. Revolving capital accounts may otherwise be redeemed only upon compelling circumstances as determined by the Board. Revolving capital accounts shall be redeemed at their carrying value on the books of the Cooperative or their net book value, whichever is lesser.
- g. In the event the Cooperative shall incur a net loss in any fiscal year, such loss may be charged against retained earnings or other unallocated equity accounts. If the net loss exceeds such amounts, or in any event if the Board so determines, the amount of such loss may either be carried forward to offset adjusted net savings of subsequent fiscal years or allocated to members in the same manner as for adjusted net savings except that such allocation shall not exceed the total of invested capital. Any such allocated net loss shall be charged first against retained patronage rebates of prior fiscal years and then against patronage rebate allocations of subsequent fiscal years. Allocated net losses which are not so offset may be charged against the carrying value of capital certificates only upon termination of membership. Allocated net losses shall not otherwise be assessed to or collected from members.
- h. No patronage rebate shall be disbursed and no revolving capital account shall be redeemed unless, after the disbursement or redemption, the Cooperative would be able to pay its debts as they become due in the usual course of its activities, and the Cooperative's total assets would at least equal the sum of its liabilities.

## **X. COOPERATIVE ASSEMBLY**

- a. The supreme governing body of the cooperative is the Cooperative Assembly, which is the regular or special meeting of the members. The Cooperative Assembly shall meet at least once each year to elect members of the Board of the Cooperative, to approve or reject proposed changes to these Bylaws, to consent to or repeal any action of the Board submitted to their vote, and to conduct other such business as comes before the Cooperative.
- b. Notice of Cooperative Assembly meetings shall be posted at the Cooperative's website, Facebook page, or mailed electronically to all members not less than ten (10) days prior to the scheduled meeting. Such notice shall state the nature of the business expected to be conducted and the time and place of the meeting. Emergency meetings may be held without said advance notice.
- c. A quorum shall consist of at least five percent (5%) in number of all the members.
- d. Special meetings of the members may be called at any time by the Board or by a petition calling for a membership meeting and specifying the agenda, signed by 5% of the membership of the Cooperative or 250 members, whichever is less. If such a petition is submitted, the Secretary of the Cooperative must schedule a membership meeting within thirty (30) days of its receipt by the Secretary. No business shall be transacted at any special meeting other than that referred to in the notice.
- e. In consideration of decisions to amend the articles or bylaws, the members shall be informed of a meeting to discuss and vote on such consideration at least twenty-five (25) days in advance.
- f. The Board may call from time to time general or informational meetings for members that are not official meetings of the Cooperative Assembly as defined in Section 10 (a).

## **XI. THE BOARD OF DIRECTORS OF THE COOPERATIVE**

- a. The Board of Directors of the Cooperative shall consist of ten (10) directors elected from the general membership. The directors shall include four (4) officers as defined in Section 12 and six (6) additional representatives. The cooperative shall strive for representation from each of the sub-groups of the Market including, but not limited to, volunteers/employees, vendors, retail market, kitchen, greenhouse, and public market.
- b. The Board shall be in charge of the general operations of the Cooperative, shall determine the need for cooperative management and make appropriate arrangements for management of employees or volunteers. The Board shall authorize the employment of such other employees, agents, experts, and counsel as it from time to time deems necessary or advisable in the interest of the association.
- c. The Board and its authorized representatives shall be permitted to make or enter into any transaction, contract, lease or other agreement, for purchases, sales, capital investments or other encumbrances that shall be necessary or prudent for the day to day operations of the cooperative.
- d. The Board shall vote on the purchase and sale of property, is authorized to borrow money and apply for grants, and have other rights and privileges as provided by law, the articles of incorporation, the Cooperative's Bylaws, or the vote of the members. The powers and authorities of the Cooperative may be exercised by the Board, subject to the laws of the State of Washington, and to any provisions of the Bylaws.
- e. The Board may not obligate the Cooperative for a debt or other obligation, outside the ordinary course of business, larger than \$5,000. Debt of larger amounts may be incurred as approved by a majority vote by a quorum of the Cooperative Assembly as defined in Section 8 (b).
- f. Board members may receive compensation for their expenses in attending meetings, to be determined by the Board, which may include mileage, accommodations, and meals, but they shall not receive a salary from the Cooperative.
- g. Regular meetings of the Board shall be held at least quarterly, and at such other times and at such places as the Board may determine. The Board may conduct business by unanimous consents in lieu of meeting, if the consent clearly states the matter decided and is signed by all of the directors of the association who would be eligible to attend and vote at a regular meeting of the Board. A special meeting of the Board shall be held whenever called by the President or by three of the directors. Only the business specified in the written notice shall be transacted at a special meeting. Each call for a special meeting shall be in writing, shall be signed by the person or persons calling the meeting, shall be addressed and delivered to the secretary, and shall state the time and place of such meeting. Oral or written notice of each meeting of the Board shall be given each director by, or under the supervision of, the Secretary of the Cooperative not less than seventy-two (72) hours prior to the time of meeting. But such notice may be waived by all the directors, and their appearance at a meeting shall constitute a waiver of notice.

- h. A majority of the total number of the Board with at least one officer shall constitute a quorum at any meeting of the Board. If fewer than the majority or no officers of the Board is present at the meeting, a quorum is not established and any issues to be voted upon by the Board must be postponed to the next meeting where a quorum of the Board is present. Board members may vote by proxy with that vote being provided in writing by another board member.
- i. The first board election shall be held within six (6) months of the incorporation of the cooperative. The election shall include:
  - a. The election of minimum of four (4) directors
  - b. Term lengths for each director shall be assigned to allow one-third (1/3) of the Board to be eligible for election every year.
- j. Members of the Board shall serve a term of three (3) years and may succeed themselves in office.
- k. Whenever a vacancy occurs in the Board, other than from the expiration of a term of office, the remaining directors shall appoint a member to fill the vacancy until the next regular meeting of the members. If the term of the vacating director does not expire at that regular member meeting, a special meeting may be held to elect a director to fill the remaining term.
- l. Any director may be removed by a two-thirds (2/3) majority vote of the members at any regular or special meetings of the members lawfully called, and the vacancy may be filled at such meeting or by the remaining directors at any regular or special meeting of the board thereafter.
- m. A board member or officer who misses four (4) meetings during a calendar year may be removed from office by majority vote by the Board.
- n. Any board member having a known duality of interest or possible conflict of interest on any matter shall make a disclosure of such conflict to the other members of the Board. Such director shall not vote or use his or her personal influence on the matter, but such director may be counted in determining the quorum for a meeting. The minutes of the meeting shall reflect the making of the disclosure, the abstention from voting and attendance for a quorum. The requirements in this section shall not be construed as preventing any board member from briefly stating his or her position in the matter, nor from answering pertinent questions of the Board or other officers.

## **XII. OFFICERS**

- a. The officers of the Cooperative shall consist of a President, Vice-President, Secretary, and Treasurer, elected annually by the Board. Officers may succeed themselves in office.
- b. The responsibilities of the President include, but may not be limited to:
  - 1) Preside over all meetings of the association and of the Board;
  - 2) Call special meetings of the Board;
  - 3) Appoint committees for special or regular purposes as the Board may deem advisable for the proper conduct of the Cooperative;
  - 4) Appoint or remove management or employees with support by majority vote by the Board;
  - 5) Perform or delegate all acts and duties usually performed by a presiding officer in the officer's absence.
  - 6) In the event of the absence or disability of the President, his or her duties shall be exercised by the Vice President.
- c. The Vice President shall affirmatively represent the views and needs of the members of the cooperative, and fulfill the duties of the President in the event of his or her absence or disability.
- d. The responsibilities of the Secretary include, but may not be limited to:
  - 1) Keep or collect a complete record of all meetings of the Cooperative Assembly and of the Board and shall have general charge and supervision of the books and records of the cooperative.
  - 2) Maintain complete membership certificate ownership records;
  - 3) Sign papers pertaining to the Cooperative as authorized or directed by the Board.
  - 4) Serve all notices required by law and by the articles of incorporation and the Bylaws and shall make a full report of all matters and business pertaining to the office to the members at the annual meeting or as delegated by the Board. This function may also be performed by the President.
  - 5) Make all reports required by law;
  - 6) Keep custody of the corporate seal, if applicable.

- 7) Upon succession, the Secretary shall promptly turn over all monies, property, books, records, and documents pertaining to his or her office or belonging to the cooperative.
- e. The responsibilities of the Treasurer include, but may not be limited to:
  - 1) Keep and disburse of all monies related to membership fees and ensure coordination of these records with the Secretary.
  - 2) Upon succession, the Treasurer shall promptly turn over all monies, property, books, records, and documents pertaining to his or her office or belonging to the cooperative.
- f. Whenever a vacancy occurs in the officers, other than from the expiration of a term of office, the Board shall appoint a director to fill the vacancy.

### **XIII. STANDING COMMITTEES**

- a. The following are the standing committees of the cooperative: (1) retail, (2) kitchen, (3) greenhouse, and (4) public market. Committees may be added or removed by vote of the cooperative general assembly. Their activities are governed by the provisions of the cooperative's bylaws and/or action of the Board with respect to accounting, producer standards and compliance, administration and operations, discipline, and education and core values.

### **XIV. LIABILITY**

- a. The Cooperative agrees to indemnify, defend, and hold harmless the Board, its officers, directors, and volunteers/employees from and against all liability, loss, cost, or expense (including attorney's fees) by reason of liability for any actions related to the governance and management of the cooperative and its business affairs whether caused by or contributed to by the members of any other party indemnified herein, unless caused by the sole negligence of the member or any other party indemnified herein.

### **XV. AMENDMENT**

- a. The Bylaws may be amended at any time, or from time to time, by the affirmative vote of two-thirds (2/3) of the members present at any regular meeting of the members, if notice of the proposed amendment shall have been given in the call for such meeting. The directors, who shall sign and acknowledge and file, as above provided, new or revised articles containing such amendments and superseding the original articles, shall put such amendments into effect. Provided, however, that Section 7 (e) above, (limiting ownership of membership shares to one per membership), shall not be amended nor repealed.

### **XVI. ASSUMPTION**

- a. The Market reserves the right to assume other entities as approved by a vote by members.

### **AMENDMENTS**

The following amendments have been adopted by Annual, Regular, or Special Meetings of The Market.

### **APPENDIX**

#### **EXPLANATION OF PATRONAGE REBATE CONSENT PROVISION:**

The Internal Revenue Code generally requires each person receiving a patronage rebate to include the amount of such distribution in his or her gross income in the taxable year in which it is received. Under bylaw Section 9 (d), mere acceptance or retention of membership in the Cooperative constitutes consent to such inclusion in taxable income, including the portion of the patronage rebate that is retained by the Cooperative for its capital needs.

The Cooperative has been advised, however, that the general rule for inclusion in income of patronage rebates is subject to an exception that is applicable to consumer cooperatives. Under that exception, a patronage rebate is not required to be included in gross income if the member's purchases related to "personal, living or family items." The patronage rebate would be taxable to a member only if his or her purchases were for business or income producing purposes.



**THE MID-COLUMBIA MARKET AT THE HUB, INC. COOPERATIVE**  
**MEMBER ACKNOWLEDGEMENT OF RECEIPT OF BYLAWS**

Welcome to The Mid-Columbia Market at the Hub Cooperative! Thank you for helping making our co-operative a success so that we can continue to provide locally-produced products and other natural foods to support our local economy. As a co-operative, we work together as a community to support the farmers, producers, and small businesses in the Mid-Columbia region by providing a co-operative retail store where consumers can shop directly from producers in a single location.

To help you learn more about our co-operative, please take some time to familiarize yourself with our Bylaws and sign this acknowledgement form.

I \_\_\_\_\_ (Please Print Name) have received the Mid-Columbia Market at the Hub, Inc. Bylaws and agree to abide by them.

Signature of member: \_\_\_\_\_

Member number: \_\_\_\_\_

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