

**Amazing Cooperative Inc., a California Worker Cooperative Corporation
("Amazing Cooperative")**

MEMBERSHIP AGREEMENT & DISCLOSURE DOCUMENT

Name of Member: _____

Address: _____

Email address: _____

Phone number: _____

Designated beneficiary name and address: _____

Date of Agreement: _____

1. **Membership.** I hereby agree to be a Member of Amazing Cooperative ("Cooperative"), a corporation incorporated and doing business under the laws of the State of California and operating on a cooperative basis.
2. **Articles & Bylaws.** I acknowledge receipt of a copy of the Articles of Incorporation ("Articles") and the Bylaws of the Cooperative ("Bylaws"). I agree to abide by the provisions of the Articles and Bylaws and hereby approve and ratify the Articles and Bylaws. Terms used in this agreement have the same meaning as in the Bylaws.
3. **Additional Membership Information Available Free-of-Charge.** By writing to Amazing Cooperative Inc., [MAILING ADDRESS], or emailing [NAME] at [EMAIL ADDRESS], I understand a member or prospective member may receive free-of-charge information regarding the following matters, among others:
 - a. restrictions upon the transfer of memberships;
 - b. conditions for levying of dues, assessments, etc.;
 - c. amount and nature of services to be contributed by members;
 - d. conditions under which memberships are redeemable; and
 - e. rules by which the voting power and proprietary rights of membership are to be determined.

4. **Membership Share.** I agree to pay to the Cooperative a Membership Fee of [NUMBER] dollars (\$X,XXX) as consideration for receipt of a Membership Share, issued to me by the Cooperative in accordance with the Articles and Bylaws. I understand that my Membership Share is not transferable and I agree not to sell, assign any interest in, or otherwise transfer my Membership Share, except as provided herein.
5. **Membership Eligibility and Voting.** I agree to patronize the Cooperative through provision of my labor and, during the period of my Membership, to satisfy the eligibility criteria for Members determined in accordance with the Articles and Bylaws. I understand that I will be entitled to one vote in any matter requiring voting by Members.
6. **Patronage Allocations.** I understand the Cooperative may allocate a portion of its annual net income or loss to the Members and that I will receive such allocations, if any, on the basis of patronage and at the discretion of the Board of Directors. In any proportions determined by the Board of Directors, such allocations may be in cash or in the form of Written Notices of Allocation credited to my Internal Capital Account and redeemable in cash at a future date.
7. **Distributions & Losses.** I understand that my Membership Fee and any Written Notices of Allocation are subject to loss and will be repaid to me only in such amounts, at such times, and in accordance with terms as determined by the Board of Directors pursuant to the Articles and Bylaws.
8. **Termination.** I agree that, upon the voluntary or involuntary termination of my employment and Membership in the Cooperative, I will transfer my Membership Share back to the Cooperative for the consideration, if any, determined in accordance with the Articles and Bylaws. I understand that allocations of annual net income and loss to the Members may increase or decrease the consideration that I will receive for my Membership Share upon termination. I understand that such consideration may be paid over a period of time determined by the Board of Directors in accordance with the Articles and Bylaws.
9. **Taxation.** I agree to include in my taxable income the stated dollar amount of any Qualified Written Notices of Allocation that I receive, as well as any patronage dividends I receive in cash, and to satisfy any federal and state income tax obligations imposed on those amounts under the tax laws.
10. **Withdrawal.** I understand that I may at any time withdraw my labor and terminate my Membership in the Cooperative; provided, however, that I agree to be bound by any terms and conditions in the Articles, the Bylaws, the Operating Rules, or this agreement.
11. **Effective date.** This agreement and membership will be effective as of [DATE].

Accepted and agreed to:

Member

Date

Signature

The foregoing agreement is hereby accepted on behalf of Amazing Cooperative by the undersigned duly authorized officer, subject to the terms and conditions above.

[NAME], [TITLE]

Date