

Mid American Ag and Hort Services, Inc.

5555 Airport Highway, Suite 100 Toledo, OH 43615

Phone-419-724-2930 Fax-419-531-8465 maahsadmin@eisc.org www.midamservices.org

EMPLOYER MEMBER AGREEMENT

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____ County: _____

Commodities/products/services produced _____

Member of (Sponsor Member Organization) _____

Please refer to promotional literature for listing of limited and premium services. Check either Employer Limited or Employer Premium membership.

Employer Limited Membership - \$100 \$_____

Employer Premium Membership - \$10 per employee (at peak employment) with a minimum of \$200/year and maximum of \$500/year.
employees (peak) _____ x \$10 = \$_____ (apply minimum or maximum) \$_____

Employer Limited and Premium Members all pay additional first-year activation fee \$ 100.00

Total fee payable \$_____

I (our company) read and agree(s) to abide with the terms of MAAHS Employer Membership provided with this agreement. (Member is asked to keep a copy of the terms.)

Employer member signature Date

Please provide additional information on the services specified below.

Make check payable to and mail with this form to:

Mid American Ag and Hort Services
5555 Airport Highway, Suite 100
Toledo, OH 43615

MAAHS Terms of Employer Member Agreement

- 1) Employer members must treat all employees with fairness, respect and dignity.**
- 2) Employer members will obey all laws pertaining to recruiting, training, safety and employment.**
- 3) Employer members will adhere to the Regulations of MAAHS, of which the sections primarily relevant to employer members are printed below. *MAAHS Regulations will be provided to all paid members and to prospective members upon request.***

ARTICLE II - MEMBERSHIP

Section 1. Membership Eligibility. There shall be two classes of members.

Employer Members. Employer Members shall be any person, partnership, corporation or other organization which employs, intends to employ, or uses the services of agricultural, food processing, and other workers in the Board of Trustees approved service area. Employer Members must also be members in good standing of at least one Sponsor Member. The Board of Trustees or approved designee must approve or reject each Employer Member upon receipt of signed application for membership and payment of the required membership fee. Should an application for membership be rejected, the membership fee will be returned to the applicant. Employer Members are the ultimate recipients of services of this Corporation and must conduct business in accordance with provisions delineated in the Employer Member agreement.

Section 2. Termination of Membership

Termination by Resignation. Any Sponsor Member may terminate its membership in the Corporation by submitting its written resignation to the Board of Trustees. This written resignation shall include a provision that Employer Members will not lose a right to membership and services of this Corporation due to the resignation of said Sponsor Member. Any Employer Member may terminate its membership in the Corporation by submitting its written resignation to the Board of Trustees.

Termination by Expulsion. Membership in the Corporation may be terminated by a majority vote of the Board of Trustees for any action by a member which the Board of Trustees in its sole discretion determines is detrimental to the best interests of the Corporation, including but not limited to failure to pay dues or fees levied by the Corporation, failure to comply with the requirements for employing domestic or alien workers, failure to comply with provisions of the membership agreement, or failure to comply with the rules and requirements of the Corporation. In the event that any such termination is contemplated, the Board of Trustees shall notify the member, in writing, of the reasons for the proposed action, and of the time and place of the meeting of the Board of Trustees at which termination is to be considered. Such notice shall be given not later than ten (10) days prior to such meeting by first class registered mail sent to the last address of the member shown on the Corporation's records.

Section 3. Liability With Respect to Suspension or Termination. The Corporation shall not be liable for any loss to any member by virtue of suspension or termination of the member carried out in accordance with these Regulations.

Section 4. Jurisdiction. Any action challenging a suspension or termination of membership, including, without limitation, a claim alleging defective notice, must be commenced within one year after the date of the suspension or expulsion and must be filed in a court of competent jurisdiction in Columbus, Ohio.

ARTICLE IV - DUES AND FEES

Section 1. Membership Fee.

Employer Member. Employer Members shall pay an initiation fee shall that is determined by the Board of Trustees. The annual membership fees shall be determined by the Board of Trustees and shall include a base level of services as determined by the Board of Trustees. If an Employer Member's membership is terminated for any reason, the former Employer Member must again pay the initiation fee before the former Employer Member may rejoin the Corporation unless excused by the Board of Trustees. Any Employer Member who shall be delinquent in its annual dues for a period of thirty (30) days, shall be terminated from membership and thereupon forfeit all rights and privileges of membership, unless such termination, at the request of the member, is waived by affirmative action of the Board of Trustees.

Section 2. Fees and Assessments. The Board of Trustees may establish such fees and assessments for services provided by the Corporation as are necessary for the operation of the Corporation. Such fees and assessments shall be payable according to the terms established by the Board of Trustees. Any member who shall be delinquent in the payment of any fee or assessment for a period of thirty (30) days from the date the fee or assessment is finally due shall be notified of such delinquency and may be suspended from further services of the Corporation. If payment is not made within the next succeeding thirty (30) days, the delinquent members shall be terminated from membership and thereupon forfeit all rights and privileges of membership, unless such termination is waived by affirmative action of the Board of Trustees.

Section 3. Effect of Suspension or Termination. Suspension or termination of membership, whether by the member or by the Board of Trustees pursuant to Article II, Section 2, or pursuant to Section 2 above, shall not relieve the member of paying any dues, fees or assessments or other charges theretofore accrued and unpaid, or thereafter accrued by virtue of its membership, nor of compliance with the requirements for employing domestic or alien workers recruited and placed by the Corporation on behalf of the member while it was a member, or thereafter by virtue of its membership.