

# 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](mailto:maahsadmin@eisc.org) [www.midamservices.org](http://www.midamservices.org)

## SPONSOR MEMBER AGREEMENT

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please refer to promotional literature or web site for listing of limited and premium services. Check either Sponsor Limited or Sponsor Premium membership. Membership fee permits members of Sponsor Members in current MAAHS service area to become Employer Members.

- Sponsor Limited Membership - \$100 \$ \_\_\_\_\_
  - Optional Labor Law Compliance Guide for \$50 \$ \_\_\_\_\_
- Sponsor Premium Membership - Dues rate is \$1 per member with a minimum of \$300/year and maximum of \$5,000/year in the first year; and minimum of \$300/year and maximum of \$1,000/year in subsequent years. *Labor Law Compliance Guide is included.* Dues payable \$ \_\_\_\_\_

Total fee payable \$ \_\_\_\_\_

I (our company/organization) agree(s) to abide with the terms of MAAHS Sponsor Membership as delineated on the reverse of this agreement.

\_\_\_\_\_  
Sponsor member signature

\_\_\_\_\_  
Date

Please provide additional information specified below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Make check payable to and mail this form and check to:*

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

# MAAHS Terms of Sponsor Member Agreement

Terms current as of November 11, 2005

- 1) Sponsor Members agree that Employer Members must treat all employees with fairness, respect and dignity.
- 2) Sponsor Members agree that Employer Members should obey all laws pertaining to recruiting, training, safety and employment.
- 3) Sponsor Members will promote MAAHS to its members through publications, web sites, meetings, events, etc.
- 4) Sponsor Members will adhere to the Regulations of MAAHS, of which the sections primarily relevant to Sponsor 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.

Sponsor Members. Sponsor Members shall be agricultural, agri-business or other associations/organizations whose members employ, intend to employ or use the services of agricultural, food processing, agricultural related and other workers in the Board of Trustees approved service area. The Board of Trustees or approved designee must approve or reject each Sponsor 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. The purpose of Sponsor Members is to finance, promote and provide program/service facilitation as delineated in the Sponsor Member agreement.

There shall be two types of Sponsor Members, Premium and Limited. Sponsor Premium Members are eligible to stand for election to the Board of Trustees and will receive a higher level of program and services as determined by the Board of Trustees. Sponsor Limited Members are not eligible to stand for election to the Board of Trustees and will receive a basic level of programs and services as determined by the Board of Trustees.

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.

Sponsor Member. The Sponsor Member one-time fee shall be for each of its members (member as defined by the Sponsor Member) shall be determined by the Board of Trustees. This fee shall entitle members of Sponsor Members to join the Corporation. Subsequent annual fees/contributions by Sponsor Members shall be established by the Board of Trustees and may include in-kind services to promote and facilitate programs and services of the Corporation. If a Sponsor Member's membership is terminated for any reason, the former Sponsor Member must again pay the one-time membership fee before the former Sponsor Member may rejoin the Corporation unless excused by the Board of Trustees. The Board of Trustees shall establish differentiated membership fees for Sponsor Premium and Sponsor Limited Members.

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.