



DFA OF CALIFORNIA
VOTING MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT by and between DFA OF CALIFORNIA (hereinafter "ASSOCIATION") and the undersigned company (hereinafter "MEMBER") is made and effective on the date signed by MEMBER.

The undersigned MEMBER understands and agrees as follows:

RECITALS

WHEREAS, ASSOCIATION is a nonprofit mutual benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of ASSOCIATION is located in the County of Sacramento, State of California.

- 1. AGREEMENT. Membership is conditioned upon MEMBER's signing of this Agreement.
2. MEMBER'S QUALIFICATIONS. The undersigned MEMBER represents that it is a company engaged in the processing of dried fruit, tree nuts or kindred products.
3. TERM. This Agreement shall become effective on the date signed by MEMBER and shall terminate upon written notice by MEMBER to ASSOCIATION, or by ASSOCIATION's termination of the membership pursuant to the procedures in the ASSOCIATION bylaws.
4. DUES AND FEES. MEMBER agrees to pay to ASSOCIATION such dues and fees as are established from time to time by the Board of Directors of ASSOCIATION and which are applicable to MEMBER.
5. BYLAWS, POLICIES AND PROCEDURES. MEMBER hereby accepts and consents to be bound by, and promises and agrees to fully comply with, the ASSOCIATION Bylaws (Attachment A to this Agreement) and any policies and procedures adopted by ASSOCIATION's Board of Directors which are now in effect and as may be amended from time to time.
6. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

ASSOCIATION:

MEMBER: (please fill in address)

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

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

- 7. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, and provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.
8. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.
9. ATTORNEYS' FEES AND VENUE. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled.
10. GOVERNING LAW. This Agreement shall be subject to, construed, enforced and governed by the laws of the State of California.

The undersigned MEMBER represents understands the foregoing agreement and agrees to abide by the terms and conditions herein.

Date: \_\_\_\_\_ MEMBER name: \_\_\_\_\_

Signature of Authorized Member Representative

Telephone number(s)

Type or print name of representative

Email Address: