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## GROWER'S UNIFORM MEMBERSHIP AGREEMENT

The Oregon Grass Seed Bargaining Association (OGSBA), an Oregon cooperative corporation, agrees to negotiate and bargain on behalf of its grower members for a reasonable minimum market price and other contract terms in the best interest of the OGSBA's grower members. Said negotiations will be sanctioned and monitored by the Oregon Department of Agriculture pursuant to law for contracted perennial ryegrass and tall fescue seed meeting specific quality standards as determined by the OGSBA.

In consideration of the OGSBA's above-stated promise, the undersigned grower agrees to join the OGSBA as a member, agrees to appoint OGSBA as its bargaining agent, for the establishment of minimum seed prices for the current crop year. The undersigned grower further agrees to perform the duties and responsibilities of an OGSBA member as stated in the OGSBA's articles of incorporation, its bylaws and policies, including the duty of an OGSBA member to accept no less than the bargained price for the member's contracted production crop of Tournament® Quality perennial ryegrass and tall fescue seed meeting the designated quality standards.

The OGSBA and the undersigned grower agree that in the event of any disagreement between them, unless either the OGSBA or the grower seeks injunctive relief, they will use mediation to resolve the dispute; or if mediation does not resolve the dispute, they will resolve the matter through binding arbitration. Unless the parties can agree upon a single arbitrator, each party shall select an arbitrator from a list of arbitrators maintained by the courts of Marion County. The two selected arbitrators shall select a third neutral arbitrator who will hear the dispute and issue an order within 20 days of conclusion of the mediation. Cost of the mediation and arbitration shall be shared equally by the parties, but each party shall pay its own attorneys fees incurred in connection therewith.

If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

### OREGON GRASS SEED BARGAINING ASSOCIATION

CROP YEAR: 2026

***NOTE: Renewing members only need to fill out acres for the new crop year and sign if your other information has not changed.***

Farm Name: *(Please print)* \_\_\_\_\_

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

☐ Individual    ☐ Corporation    ☐ Partnership    ☐ Limited Partnership    ☐ Limited Liability Co.    ☐ Other

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_\_) \_\_\_\_\_

Federal ID No./or last four of SS#: \_\_\_\_\_ Email: \_\_\_\_\_

Acreage perennial ryegrass seed:                      Contracted acreage \_\_\_\_\_ Non contracted acreage \_\_\_\_\_

Acreage tall fescue seed:                                Contracted acreage \_\_\_\_\_ Non contracted acreage \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Supplemental Information:**

Place a check by the Seed Companies that you have Seed Production contracts with:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Pennington        | <input type="checkbox"/> Scotts           | <input type="checkbox"/> Mt.View/Landmark  | <input type="checkbox"/> Turf-Merchants                 |
| <input type="checkbox"/> Barenbrug/Jacklin | <input type="checkbox"/> Seed Research    | <input type="checkbox"/> Ampac             | <input type="checkbox"/> DLF Seed Research/OreGro Seeds |
| <input type="checkbox"/> Allied            | <input type="checkbox"/> ProSeeds         | <input type="checkbox"/> Marion Ag Service | <input type="checkbox"/> Integra                        |
| <input type="checkbox"/> Lewis Seeds       | <input type="checkbox"/> Lebanon Seaboard | <input type="checkbox"/> Burlingham        | <input type="checkbox"/> Innovative                     |
| <input type="checkbox"/> Cascade           | <input type="checkbox"/> Other: _____     |  |   |

Do you have production contracts with other growers?

- ☐ Yes      ☐ No

Do you hold a seed dealer's license?

- ☐ Yes      ☐ No

Was more than 50% of the seed income you received last year from the sale of seed produced by others?

- ☐ Yes      ☐ No

***If your answer to any of these questions was yes, you will be contacted for further information.***