

Summary of PBA MEMBERSHIP AGREEMENT

The Membership Agreement was strengthened by revisions in 2008

- COVERAGE:** Agreement applies to ALL prune acreage under member/s control and to all fruit intended for the dried prune market. It does not apply to fruit sold to the fresh market.
- DURATION:** Agreement is for period of one year and renews automatically unless canceled in writing during the month of January.
- DUES:** Member dues are set each year by the Board of Directors and will not exceed 1% of average value. Packer withholds dues and pays them directly to PBA. A portion of member dues is typically set aside as “retains” in a reserve fund and allocated to members for tax purposes. These reserve funds are normally paid back to members after a set period of time.
- CROP REPORT:** Member to provide estimate of crop size and name of Packer(s) to receive prunes by July 15 of each year.
- TRANSFER:** Membership remains with the orchard and crop for the calendar year.
- PACKER CONTRACT:** Members agree not to sell or deliver prunes under terms less favorable than those established by the PBA. Terms include price, grading and payment schedules. Members shall not renew evergreen contracts that are contrary to the PBA membership agreement.
- DAMAGES:** If members breach their Membership Agreement they will be subject to \$100 per dry ton payment to the Association as liquidated damages.
- ENFORCE:** The Association has the ability to enforce grower contracts in the case of non-payment or late payment by a packer.
- BYLAWS:** Grower is subject to the Association's Articles and Bylaws.

This guide is only a summary. Please read your Association Articles, Bylaws, and Membership Agreement for exact terms and conditions of your membership. More information is available at www.PruneBargaining.com