

Membership Agreement

THIS AGREEMENT, dated the day and date set forth in the Membership Application Form, on the reverse side of this form, of which this Membership Agreement is a part, is by and between the Freedom Cooperative Association, a division of the Open Mind Foundation, a public 501(C)3 Foundation, ID# 68-0211232, hereinafter referred to as "the Cooperative," with its mailing address at P. O. Box 845, in the City of Lehi, County of Utah, State of Utah 84043; and the Applicant, identified in the said Membership Application Form, hereinafter referred to as "Member," is to set forth the terms and conditions whereby the Member, in consideration of the Member's Lifetime Membership Fee, and the Initial Pledge, to the Freedom Cooperative Pool, hereinafter referred to as the "Pool," is entitled to use all of the membership benefits of The Cooperative, as hereinafter described, or hereafter adopted.

FOR AND IN CONSIDERATION of the Lifetime Membership Fee of ONE HUNDRED DOLLARS (\$100.00), and the Member's Initial pledge of his, or her, goods and/or services, and the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. This Agreement, and the Membership conferred hereby, shall be effective at such time as The Cooperative Membership Office, hereinafter referred to as "The Cooperative Office," has approved the Membership Application Form with an authorized signature in the appropriate box.
2. Member hereby promises to provide the goods and/or services, pledged on the reverse side hereof, to the other Members of the Association in exchange for Freedom Credits.
3. This Membership Application Form must be forwarded to The Cooperative Office, at the address indicated hereon. Upon acceptance of this Membership Application by Constitutional Concepts Foundation, the Association will cause an account to be opened, in the name of the Member, that will contain Freedom Credits equal to the amount of the Member's Pledge, plus the amount of the Lifetime Membership Fee. The Member may, upon written application, cancel this Membership at any time, provided the Member's does not owe the Pool for goods or services beyond the amount of goods or services provided by the Member, and all membership activities must cease as of the date of the written notice to cancel. The Lifetime Membership Fee will have been spent for mailings and other Membership Costs and will not be refunded.
4. Each Credit posted to the account of a Member, which Credits shall hereafter be referred to as "Freedom Credits," shall have a value equivalent to the value of One (1) Grain of Gold, or Fifty (50) grains of silver. There are 480 grains in each troy ounce of gold or silver.
5. Member understands that no transaction fee will be charged by the Cooperative on any transactions between Members, and others.
6. Member agrees to make the goods or services pledged to the Pool available to other club members, in exchange for Freedom Credits, as the other Members may request them. Member guarantees the goods or services will be provided in accordance with the terms and conditions set forth herein.
 - (a) FOR GOODS: Goods shall be defined to include all agricultural products, retail, wholesale, or manufactured items. The exchange value shall be the lowest price charged by the Member to the general public. When there are sales or other promotions, such prices shall also be available to all The Cooperative members.
 - (b) FOR SERVICES: Services shall be defined as anything other than goods. For services, the price shall be that which is stated on the Membership Application Form, or the lowest price at which the services are available to the general public, whichever is less.
7. The Member's initial Pledge, will be credited into the Member's account in the form of a "line of credit" the Member may begin using immediately.
8. Member hereby grants The Cooperative the authority to make adjustments to his, or her, account balance to insure that prices charged and prices paid for various goods and/or services are in accordance with the terms and conditions of this Agreement.
9. Member may issue Drafts against his, or her, account. Member may create additional accounts for his, or her, family. There is no charge to set up additional accounts for family members. Member shall have the right to adjust, from time to time, as they deem necessary, the number of Freedom Credits in each sub-account. The amount may vary from a zero balance to, as would be the case with a joint account, access to the entire account balance.
10. Drafts may only be issued by the person who is the registered account holder. If anyone, other than the member attempts to issue a Draft it will not be honored by The Cooperative Office. The transaction will not be completed.
11. Member may create additional Freedom Credits at any time by calling The Cooperative Office and increasing their Pledge. All increases will be approved based on the past demand for the Members goods or services, and on the reasonable expectation that the obligation will be met.
12. Member understands that The Cooperative will pay a referral fee of Twenty Dollars (\$20.00) in cash and Two Hundred Fifty (250) Freedom Credits for each new member brought into The Cooperative by a current member. The referral fee is all that will be paid, and will be paid only once for each new member. If multiple members sponsor a new member the referral fee will be split as they determine. Member also understands that no percentage of the new member's purchases will accrue to the sponsoring member.
13. Member, when purchasing goods and/or services from other Members, will complete a Draft against his, or her, account. The selling member will then submit the Draft to The Cooperative Office for credit.
14. The Cooperative shall be entitled to rely exclusively on a properly completed Draft as the basis for adjusting the seller's and buyer's accounts. If the Draft is improperly completed The Cooperative Office has no obligation to adjust either account. The Cooperative Office shall notify selling member, in writing, in the event of an improperly completed Draft. Upon the receipt, by The Cooperative Office, of a corrected Draft the appropriate entries to the accounts of the members involved will be made. The Cooperative Office may, at its option, freeze an amount equal to what is indicated on the Draft in the buyer's account pending resolution.
15. If a Draft is falsified, The Cooperative Office reserves the right to make whatever adjustments are necessary to correct any errors caused thereby, to include, but not be limited to, freezing the accounts of all members involved in the falsification. Falsification of a Draft shall fall under the terms of Paragraphs 16 hereof.
16. Member hereby agrees to deal honestly and fairly with all other Members under all situations and circumstances. Failure of the Member to abide by this paragraph shall be grounds for removal from membership and forfeiture of all positive credits, as well as any membership fees. A Member so removed shall be barred from future membership, except by application directly to The Cooperative Office. Should Member be removed from membership in accordance with the terms of this Agreement then The Cooperative shall have the right to seek redress through the Superior Common Law Court in the jurisdiction of the Member.
17. In the event of an unresolved dispute between members, and, upon request by either member, a Cooperative Officer will conduct an investigation of said dispute and make recommendations to the Board of The Cooperative. Member may appeal any such recommendation to the Board of The Cooperative, which shall make its determination in such matter. If the dispute is still not resolved to the satisfaction of all parties then the proper, and only, jurisdiction will be the Superior Common Law Court that is nearest to the person bringing the action. The party bringing the action may not select a Court that is unreasonably inconvenient to the other party.
18. Member understands that he or she is fully responsible for the collection and payment of all taxes, licenses, and fees, including, but not limited to, sales tax, license fees, property taxes, income taxes, and withholding taxes. Member further understands that The Cooperative will comply with all applicable Federal and other jurisdictional authorities in filing tax notices, to include U. S. IRS Form 1099 where required.

