

Member Agreement

Date

Curriculum Cooperative

Member's Name:

Address:

Telephone Number:

Email:

TIN/Social Security Number: (Required for Profit Distributions)

I, the undersigned, apply for and agree to become a Member of the Curriculum Cooperative (“**Cooperative**”) under the following terms.

1. I affirm my interest in the purposes of the Cooperative and that I qualify for membership as those qualifications have been explained to me. I agree to: (a) provide works for distribution through the Cooperative, (b) provide personal labor on a full-time or part-time basis, as agreed, and (c) support the Cooperative's efforts to distribute works through its web site and promote quality education.
2. I agree to become a Member of the Curriculum Cooperative, and agree to abide by the articles of incorporation, bylaws, operating rules and other policies and directives of the cooperative, now and hereafter in effect, copies of which are posted on the website and are available to me for review. I certify that I have tendered any required membership fee and any other fees, have purchased one Class A Voting Membership Share, and have fully read and signed this Membership Agreement.
3. I understand that, as a Member and holder of one Class A Voting Membership Share, I am entitled to one vote on any issue placed before the Cooperative's Members for a vote.
4. As required by federal tax law governing patronage (i.e. profit) distributions, I hereby certify that I have read Article XI of the Cooperative Bylaws, entitled “Consent to Patronage.” This means that I agree that patronage (profit sharing) paid to me by the Cooperative is income to me, and I will pay the tax on it.
5. I understand and agree that:
 - All works provided by me to the Cooperative are subject to the Cooperative's Operating Rules. I agree to be bound by and to follow the Operating Rules. I certify to the Cooperative that all materials provided by me to the Cooperative are original materials, materials in the public domain, or materials for which I have a transferable license. By submitting my work to the Cooperative for distribution, I understand that I am granting rights to the Cooperative and its users as stated in the Operating Rules. I agree to indemnify the Cooperative for any loss it may sustain due to infringement of copyright or other applicable laws as a result of distributing my materials.
 - All labor and personal services provided by me to the Cooperative shall be either on a volunteer basis, if uncompensated, or on an independent contractor basis, if compensated. I understand and agree that I am not considered an employee of the Cooperative for any purposes, nor shall my relationship with the Cooperative be considered a joint venture or any other business form or arrangement. I understand and agree that I am not entitled to any employee benefits, such as health insurance, and that the Cooperative is not obligated to withhold estimated taxes or other sums from amounts payable to me. I understand that it is my responsibility to file and pay all taxes, estimated taxes, unemployment insurance and any other mandated payments required under federal or state law.

6. I agree to promptly pay when due, and in the manner requested, all fees, charges, accounts or other amounts owed to the Cooperative. Failure to make such payments will result in my membership becoming inactive and all benefits being suspended. An inactive membership may be reactivated and benefits restored, at the Cooperative's option, by my submitting a signed, written request for this accompanied by full payment of all sums due.
7. I understand that either I or the Cooperative may, at any time, terminate my membership in the Cooperative and this Agreement by notifying the other party in writing of this intention no less than 10 days prior to the intended termination date. Until such notice, it is mutually agreed that membership shall continue from year to year. Termination or suspension of membership shall not relieve me of the obligation to pay any dues, assessments, accounts or other charges either accrued and due or past-due and unpaid. I agree that I will pay such amounts due in full upon my termination, or that such sums may be deducted from amounts due to me upon termination. I agree to continue to be bound by any applicable terms and conditions in the articles, the bylaws, the operating rules and this agreement.
8. If the Member is a legal entity, the following person is authorized to vote the Class A Membership Share and act in all other respects for the entity with the Cooperative. This designation remains in effect for the full term of Membership unless revoked in writing.

Name:

9. I agree to the terms of this Member Agreement as of the date written above. I understand that this Agreement is not binding on the Cooperative until accepted below.

Signature of Applicant / Member (authorized signature if a legal entity)
(electronic signature is acceptable)

ACCEPTED:
Curriculum Cooperative

Date

by