

Miller's Organic Farm - A Private Membership Association

MEMBERSHIP CONTRACT (v.1-April2011)

Fax to 717-394-2495 OR Mail to: Miller's Farm 648 Millcreek School Rd, Bird-in-Hand, PA 17505

I, _____, for membership fee paid in hand, do hereby apply for membership in Miller's Organic Farm, a private membership organization. With the signing of this membership agreement, I/we accept the offer made to become a member of Miller's Organic Farm and have read and agree with the following Declaration of Purpose from Article 1 of Miller's Organic Farm's Articles of Association.

1. This Association of members hereby declares that our main objective is to maintain and improve the civil rights, constitutional guarantees, and political freedom of every member and citizen of the United States of America. We believe that the Constitution of the United States is one of the best documents ever devised by man, and the signers of the Declaration of Independence did so out of love for their country.

2. We believe that the First Amendment of the Constitution of the United States of America guarantees our members the rights of free speech, petition, assembly, and the right to gather together for the lawful purpose of advising and helping one another in asserting our rights under the Federal and State Constitutions and Statutes.

IT IS HEREBY Declared that we are exercising our right of "freedom of association" as guaranteed by the 1st and 14th Amendments of the U.S. Constitution and equivalent provisions of the various State Constitutions. This means that our association activities are restricted to the private domain only.

3. We declare the basic right of all of our members to select spokesmen from our number who could be expected to give wisest counsel and advice concerning the need for, and availability and access to food and to select from our number those members who are the most skilled to assist and facilitate the actual performance and delivery of products.

4. We proclaim the freedom to choose and decide for ourselves the types of products, services, and methods that we think best for healthy eating and preventing illness and disease of our minds and bodies and for achieving and maintaining optimum wellness. We proclaim and reserve the right to include healthy food options that include, but are not limited to, cutting edge discoveries and farming practiced or used by any types of healers or therapists or practitioners the world over whether traditional or nontraditional, conventional or unconventional.

5. More specifically, the mission of our Association is to provide members with the highest level of food quality and the most effective methods of producing said foods. We offer members these food options. Our Association understands that wellness has many dimensions and strives every day to stay on the leading edge of new technology that leads to better wholesome foods. The Association strives and provides the healthy food choices in the most effective means of delivery of these foods at an affordable fee. More specifically, the Association specializes in raw milk products and grass-fed meats and demands access to foods of our choice. The Association offers to members alternates to other type foods and as a service and benefit to members.

6. The Association will recognize any person (irrespective of race, color, or religion) who is in accordance with these principles and policies as a member, and will provide a medium through which its individual members may associate for actuating and bringing to fruition the purposes heretofore declared.

MEMORANDUM OF UNDERSTANDING

I understand that the fellow members of the Association that provide products and services, do so in the capacity of a fellow member and not in the capacity as a licensed wholesaler, retailer or provider. I further understand that within the association no wholesaler/retailer-customer relationship exists but only a contract member-member Association relationship. In addition, I have freely chosen to change my legal status as a public consumer/customer to a private member of the Association. I further understand that it is entirely my own responsibility to consider the recommendations and products offered to me by my fellow members and to educate myself as to the efficacy, risks, and desirability of same and the acceptance of the offered or recommended products and is my own carefully considered decision. Any request by me to a fellow member to assist me or provide me with the aforementioned recommendations or products is my own free decision in an exercise of my rights and made by me for the benefit, and I agree to hold the Trustee(s), staff and other worker members and the Association harmless from any unintentional liability for the results of such recommendations and products, except for harm that results from instances of a clear and present danger of substantive evil as determined by the Association, as stated and defined by the United States Supreme Court.

The Trustee and members have chosen Amos B. Miller as the person best qualified to perform services to members of the Association and entrust them to select other members to assist them in carrying out that service.

In addition, I understand that, since the Association is protected by the First and Fourteenth Amendments to the U.S. Constitution, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances

against the Association, any Trustee(s), members or other staff persons. All rights of complaints or grievances will be settled by an Association Committee and will be waived by the member for the benefit of the Association and its members. Because the privacy and security of membership records maintained within the Association, which have been held to be inviolate by the U.S. Supreme Court, the undersigned member waives complaint process. Any customer/consumer records kept by the association will be strictly protected and only released upon written request of the member. I agree that violation of any waivers in this membership contract will result in a no contest legal proceeding against me. In addition, the Association does not participate in any insurance plans.

I agree to join the Association, a private-membership association under common law, whose members seek to help each other achieve better health and live longer with good quality products.

I understand that the providers who are fellow members of the Association are offering me products, services and benefits that do not necessarily conform to conventional products on the market.

As a member, I accept the goals of helping my body function better and choosing food products that are very safe, realizing that no product testing is foolproof. Other aspects of informed consent will take place in my discussions with the providers and my fellow members of the Association.

My activities within the Association are a private matter that I refuse to share with State Medical Board(s), the FDA, FTC, State Milk Board(s), USDA, Agricultural Board(s) and any other governmental agency without my expressed specific permission. All records and documents remain as property of the Association, even if I receive a copy of them. I fully agree not to file a liability lawsuit against a fellow member of the Association, unless that member has exposed me to a clear and present danger of substantive evil. I acknowledge that the members of the Association do not carry liability insurance.

The Trustee(s) shall have the right to sanction a member upon unanimous vote of the Trustee(s), after a hearing of the facts where the member may be present after notification. The sanctions include removal from active membership or imposing any other special and necessary conditions upon any member who shall discredit or bring harm to the Association in any manner.

I enter into this agreement of my own free will or on behalf of my dependent without any pressure or promise of products. I affirm that I do not represent any State or Federal agency whose purpose is to regulate and approve products. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this association at any time. These pages and Article 1 of the articles of association of the Association consist of the entire agreement for my membership in the Association and they supersede any previous agreement.

I understand that the membership fee entitles me to receive those benefits declared by the Trustee(s) to be "general benefits" free of further charge. I agree to pay as levied those benefits that I receive that are declared by the Trustees to be "special assessments", per Fee Schedule.

I enclose the sum of \$35.00 (non-refundable) as consideration for my lifetime membership contract, "lifetime" meaning the lifetime of the membership association, said term beginning with the date of the signing of this contract, and by these presents do hereby certify, attest and warrant that I have carefully read the above and foregoing Miller's Organic Farm Contractual Application for Membership, and I fully understand and agree with same.

IN WITNESS WHEREOF I set my hand this _____ day of _____, 20____.

Member's Name (Please print legibly) (and name of legal guardian if applicant under 18 years)

Member's Signature (and signature of legal guardian if applicant under 18 years)

Members Address and Phone #:

Street City State Zip Code

Home/Work/Cell #'s Email Address

Miller's Organic Farm

By _____

Approved and accepted this _____ day of _____, 20____.