

BEND BIOFUELS COOPERATIVE 2006



MEMBER AGREEMENT

Member: _____

This Agreement is made between the Bend BioFuels Cooperative, and the party designated above as the member.

Preamble

Upon acceptance for membership by the Board of Directors of the Cooperative, this Agreement sets forth the legal relationship between the Cooperative as a provider of Bio-fuels and other products and services to the Member.

The relationship of the parties is to be controlled by the Articles of Incorporation and bylaws, with policies and procedures established by the Cooperative. Member acknowledges that the Articles, Bylaws, and written policies and procedures, if any, adopted by the Board of Directors constitute and become a part of this Agreement between the Cooperative and each Member. Each such Member has individually agreed to and signed a separate instrument containing the specific documents referred to herein and has agreed separately to each of their respective terms. It is the Members responsibility to read the Bylaws and keep current with any changes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth, the parties agree as follows:

1. Initiation Fee/Member Capital Contributions

A. Member will provide initial capital to the Cooperative by purchasing one share for a price of \$100.00. This allows each member one vote. If a Member withdraws from the Cooperative or their membership in the Cooperative is terminated for any reason, the Member hereby agrees that the Cooperative may cancel its share.

B. Capital requirements will be established by the Board of Directors pursuant to the Bylaws with repayment of such amounts in the event of withdrawal or termination will be governed by the Bylaws.

2. Payments for Services All work performed by any member of the co-op shall be strictly volunteer based. All work performed that requires payment will be reviewed and voted upon by the board members.

3. Patronage Refund The net earnings of the Cooperative shall be reserved within the financial holdings of the Coop as provided in the Certificate and Bylaws of the Cooperative. The net gained revenue is based on the percentage of overall fuel purchased by members over that time period.

4. Force Majeure In the occurrences of an event that cannot be reasonably controlled or avoided by the Cooperative causes a cessation or interruption of its normal course of business, the Cooperative shall be excused from performance during the period where the

Cooperative's operations are so affected. The Cooperative shall give written notice by physical mail or E-mail to Members of the Cooperative addressing the inability to perform and the reason for non performance.

5. Term of Agreement; Termination

A. The term of this Agreement shall commence as of the date it is fully executed, and shall continue thereafter until terminated by either of the parties hereto as written in the Bylaws.

B. Member acknowledges the terms of membership established by this Cooperative, which subject Member to termination. This Agreement will automatically terminate upon termination of Membership in this Cooperative as provided in the Bylaws. Termination of this Agreement shall not be construed as a release from liability of any claim for an earlier breach of this Agreement.

6. Use of Bio-diesel in Automobile/Truck and Member Responsibilities Member acknowledges that he/she understands the implications of using ASTM certified bio-diesel in their automobile. Member will in no way hold the Cooperative liable for any damage done or warranties voided by the use of Bio-diesel.

7. Modification This Agreement shall at all times remain subject to modification by the Cooperative upon written notice to Member, provided that such modification is first approved by the Board of the Cooperative holding a majority of the voting power of Board Members who are present and voting at a regular or special meeting of the members, where notice of such meeting includes statements of the proposed modifications.

8. Assignment Member may not assign this Agreement or delegate performance of its obligations without the written consent of the Board of Directors.

9. No Waiver of Breach No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision of the Agreement.

10. Certificate and Bylaws Member has received, has read, and understands the contents of the Articles of Incorporation and the Bylaws of the Cooperative. In the event of a conflict between this Agreement and the Certificate and Bylaws, as amended, the provisions of the Certificate and Bylaws will govern.

Member:

Bend Bio-fuels Cooperative

By: _____

By: _____

Dated: _____

Dated: _____