



# Fresh Farms Co-op LLC Producer Membership Form

MILK PRODUCERS

(208) 850-3319 [www.idahofreshfarms.org](http://www.idahofreshfarms.org)

Fresh Farms Co-op LLC provides local producers a way to put farm fresh products into the hands of consumers through a home delivery service. Products, such as raw milk and fresh eggs, are collected directly from the producer and delivered directly to the members of the co-op. Customer service, marketing, product labeling, billing, and ordering are handled by the co-op. Consumers rely on the co-op to investigate producers and select those that meet standards of production and quality, and producers rely on the co-op to effectively and responsibly market, handle and distribute their food items. Items available for purchase are listed on the website. Members order products on a monthly basis for regular (typically weekly) home delivery, subject to supply and delivery days selected by the co-op (available products and delivery info available online at [www.idahofreshfarms.org](http://www.idahofreshfarms.org)). Orders are filled on a first come, first served basis, subject to supply.

Consumers join the Fresh Farms Co-op LLC by first submitting a membership application. The application is approved or added to a waiting list, depending on factors such as: whether a delivery route is established in applicant's area and projected product supply to meet demand. We reserve the right to refuse service to anyone. Approved members pay a small annual fee for basic membership and then select the type, quantity, and delivery frequency of products they desire. Products are selected by consumers no later than the 25th day of the previous month, at which time the next month's quantities are determined. Producers are notified of quantities of their products to be sold, and indicated amounts of products to be collected during the next month are contracted. As a courtesy to producers, once an order is placed, consumers may not change it or be refunded. Members who have placed an order may purchase additional products during the month, subject to supply. Prices of items sold retail as well as wholesale purchasing amounts are subject to change with notice.

**Terms of Membership:** Producers must submit this application to join Fresh Farms Co-op LLC, and the application will be reviewed by the co-op for acceptance. There is no producer membership fee to join the co-op. The following conditions are considered when determining acceptance and continuation of producer membership: 1) Producer must adhere to all state requirements (Idaho State Department of Agriculture, Department of Health and Welfare, etc.) for food items produced and provide permit number(s), if permits are required; 2) Producers must meet standards of animal husbandry indicated in "Production Standards" section of this document. Compliance with these standards will be determined by a physical inspection of the producer's facilities and practices, conducted by co-op representative(s); 3) Producers' location must be within collection distance, as it relates to established delivery routes and time required for pick-up of food items in relation to quantity of food produced; 4) Producer must be willing to allow periodic reviews of practices and facilities, and release all inspection and quality reports to the co-op and its members; and 5) Producers must provide proof of adequate liability insurance (such as a farm policy).

**STATE TESTING REQUIREMENTS:** The federal or state government may require food producers to adhere to certain rules and restrictions. Producers who wish to sell food items through Fresh Farms Co-op LLC must meet all government requirements and provide proof thereof to the co-op. Fresh Farms Co-op LLC is not responsible to inform producers of these requirements, but it is the sole responsibility of producers to meet and maintain any practices or permits required by law. If at any time failure to meet these requirements is made known to the co-op, rights of the producer to offer items for sale through the co-op may be suspended until compliance is established. All results of State milk quality test results (and any other milk quality tests) will be provided to the co-op by producers within 3 days of receipt of test results from testing institution. These results will be made available to consumers and records of such tests should be maintained by producers for a minimum of 3 months. Raw milk producers hereby certify that all participating animals are registered with the State and testing requirements are met. All milk samples provided for testing must be representative of the product being sold; samples must be collected and handled with the same procedures and out of the same type of containers that are used when products are offered for sale to consumers through the co-op (i.e. if gallon containers are used for distribution, quality test samples must come from a gallon jar and if machines are used for milking, samples submitted for testing must be taken from milk collected by machine).

**DISCLOSURE:** Producers provide a disclosure of their production facilities, practices for feeding and handling the animals and animal products. This information will be made available to consumer members of the co-op to assist consumers in selecting products and investigating practices for reassurance of quality and safety. This basic information will be posted on the internet, in a manner that protects the privacy of producers as much as possible. If at anytime the practices as disclosed are varied in any way, producers must update that information with the co-op immediately so that we may notify consumers.

**ANIMAL HEALTH:** If an animal is exposed to or consumes an agent, such as medications, which may contaminate food products and may be harmful to human health, the products from that animal shall not be offered for distribution until the animal is healthy and the withdraw period for any such agents has passed. Lactating animals that show symptoms of illness or receive any treatment shall be milked last or with separate equipment, and the milk disposed of until the animals are healthy and the milk is safe for human consumption. If at any time medication is administered to any participating animal, producers

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agree to notify the co-op immediately and provide the following information: 1) type of medication administered, 2) duration of time medication will be given, 3) reason for medication, 4) the withdraw or holdback period of that medication. In the case of milk products, the treated animal's milk may require testing (according to state law and/or co-op practices) to verify absence of drugs before distribution of that animal's products. In an ideal program, antibiotics should only be used when necessary to save the life of an animal.

**PRIVATE SALES:** A private sale is defined by this contract as an exchange of money, or other item of value, in return for a product, when that exchange occurs outside the ordering process of Fresh Farms Co-op LLC. According to this agreement, a producer agrees not to engage in private sales with any person who is a current member of Fresh Farms Co-op LLC. A consumer's membership with the co-op is valid for one year following date of payment of membership dues. Any products offered for sale by a producer member at a store location or through another retail outlet, wherein an exchange of money for products is not made directly with a consumer, shall not be considered a private sale. Sales to individuals who are not members of the co-op are not considered private sales. Producers agree not to contact consumers directly for any reason, and the co-op agrees to protect the privacy of the producer from direct consumer complaints or inquiries.

**MEMBERSHIP SUSPENSION AND CANCELLATION:** Fresh Farms Co-op LLC is committed to offering quality products from local producers, and we will support our producers in maintaining quality production practices for mutual success. If a producer or product does not: 1) meet the Production Standards, or 2) pass one or more State milk quality tests 3) meet consumer standards, or 4) if a producer does not fulfill the terms of this contract in any way; that producer's membership in the co-op and the ability to offer items for distribution through the co-op may be suspended and/or cancelled.

**LIABILITY AND INSURANCE:** Fresh Farms Co-op LLC strives to take precautions to maintain the integrity, quality and safety of products delivered by monitoring producer practices and standards of production. However, producers assume ultimate responsibility for the safety of products that are produced for distribution. Producers shall not hold Fresh Farms Co-op LLC responsible for any damages sustained by consumers from the consumption of producer's products. If at any time product testing indicates a quality issue, consumers may be notified and sales may be suspended. If a consumer claims that a product is deemed unsatisfactory, an inquiry into the problem will be conducted. All producers are required to maintain private liability insurance for their products produced for sale, and to provide proof of insurance to the co-op. This coverage may be part of a farm policy or may require an additional insurance policy. Adequate insurance provides both consumers and producers protection in the event of any illness or other damages.

**FOOD HANDLING:** Food products, especially raw milk, require proper handling for consumer safety. Milk must be chilled to and kept between a temperature of 33-40° F, and eggs between a temperature of 35-45° F. All frozen products must be kept frozen at all times prior to pick-up by the co-op. During delivery of food items, Fresh Farms Co-op agrees to monitor and maintain proper temperature control.

**BOTTLING AND PACKAGING:** Bottles for milk and milk products will be cleaned, maintained, and provided by the co-op. Labeling for milk and egg products will also be provided by the co-op. This provides continuity of product appearance and reliable branding for consumer satisfaction. Producers agree to bottle milk in the provided gallon or half-gallon jars at the production site according to production standards. These provided bottles may not be used for private purposes, but are to be used solely for products distributed through the co-op.

**PAYMENT AND PURCHASING:** Fresh Farms Co-op LLC has a prepayment policy and will not deliver items to consumers who have not paid in advance or at the time of the month's first delivery. Producers will receive payment directly from the co-op for items purchased for distribution at the time of collection of items for distribution. Items that are paid for and collected for distribution by the co-op but are undeliverable for any reason may be returned to the producer for resale. In this case, the producer agrees to credit the full purchase amount of the item(s) back to the co-op, which credit will be reflected in subsequent payment(s) made by the co-op to the producer.

Fresh Farms Co-op LLC strives to pay producers a fair rate for products, while at the same time maintaining competitive pricing for consumers and covering costs for home delivery. Wholesale purchasing amounts are subject to change with a minimum of 30 days notice. Current purchase prices are available upon request, and will be provided to all member producers upon approval of application.

**PRODUCTION STANDARDS:** Fresh Farms Co-op LLC accepts producers whose practices meet or exceed co-op standards. Milk and egg producers must successfully pass random periodic inspections of their operation, usually one time per quarter. To maintain the ability to offer products for sale, all producers must continue to meet the product-specific standards listed herein for each item offered for sale through the co-op. By signing this contact, the producer acknowledges that he or she has reviewed, understands, and agrees to meet or exceed the production standards. The standards adopted by the co-op are created based on industry standards and consumer expectations, and enforced to maintain the safety of products offered and trust of consumers, as well as to reduce liability.

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# Fresh Farms Co-op LLC Producer Membership Form 2010



Producer Name: \_\_\_\_\_

\*Production Address: \_\_\_\_\_  
\_\_\_\_\_

\*Physical Address (if different): \_\_\_\_\_  
\_\_\_\_\_

\*Home Phone: \_\_\_\_\_

\*Daytime Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

I, \_\_\_\_\_ (please print your name), agree to fulfill this agreement and abide by the production standards and obligations established herein by Fresh Farms Co-op LLC. I will permit inspections of my facilities for co-op purposes and verification of practices as disclosed. I accept the risks of consumer illness or other damages that may be sustained from products that I produce and I shall not hold Fresh Farms Co-op LLC responsible for any damages incurred.

I have read and understand the terms of membership and the contents of this contract.

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
Date

### Products bring Produced:

- Raw Cow's Milk (whole) Qty available for sale per week: \_\_\_\_\_
- Raw Cow's Milk (skimmed) Qty available for sale per week: \_\_\_\_\_
- Raw Goat's Milk (whole) Qty available for sale per week: \_\_\_\_\_
- Raw Cow's Cream Qty available for sale per week: \_\_\_\_\_
- Other: \_\_\_\_\_ Qty available for sale per week: \_\_\_\_\_

What other items are you interested in selling? \_\_\_\_\_

PLEASE COMPLETE AND RETURN THIS APPLICATION TO:  
(initial after reading each page and provide signature on this page)

Fresh Farms Co-op LLC  
5525 Airport Road  
Nampa, ID 83867

PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THE INFORMATION ON THIS PAGE \_\_\_\_\_

# Disclosure of Producer Practices:

## RAW MILK PRODUCERS



Producer's ISDA Permit Number: \_\_\_\_\_

### Animal Identification Numbers:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Breed: \_\_\_\_\_ Breed: \_\_\_\_\_ Breed: \_\_\_\_\_

Additional registered animals: \_\_\_\_\_

### Quantity and type of animals maintained by producer on premises:

(please indicate all animals, both those participating in co-op food production, and those kept for other purposes)

### Type of Feed Provided to animals (check all that apply):

Pasture when in season \*estimated pasture area per grazing animal: \_\_\_\_\_

Hay Type: \_\_\_\_\_ (alfalfa, grass, oat, etc.)

Grain Type: \_\_\_\_\_ (which grains, GMO or not)

Quantity of grain fed per day: \_\_\_\_\_

Other supplements or feed: \_\_\_\_\_

\*Percentage of Feed that is certified organic: \_\_\_\_\_ (consider pasture, hay, grain, etc.)

\*Percentage of Feed that is not organic but grown with organic practices: \_\_\_\_\_

(This refers to pasture/hay that is not treated with chemical fertilizers or other sprays or treatments.)

### Facilities: (photos may be included)

Size of Property (acres): \_\_\_\_\_ Location of Property (city): \_\_\_\_\_

1) Milking area:  Barn  Other indoor facility  Outdoor facility

Flooring type:  Concrete  Sealed Wood  Dirt  Other: \_\_\_\_\_

2) Milk processing area:  Dedicated area  Home kitchen area  Other: \_\_\_\_\_

3) Stall, Loafing Shed, or other shelter provided?  Yes  No Type: \_\_\_\_\_

Cleaning frequency (new bedding) for indoor shelter provided: \_\_\_\_\_

### Milking Procedures: (check all that apply)

Animals are milked by hand  Animals are milked by machine

Animals are milked by owner  Animals are milked by hired help

Animals are milked by minors Frequency of milking:  once daily  twice daily

Method of sanitizing milking equipment (buckets, machines, etc.): \_\_\_\_\_

Please describe your milking practices (pre- and post-milking process included):

**Milk Handling:**

Time lapse from milk collection to bottling and straining: \_\_\_\_\_

Time lapse from straining to chilling: \_\_\_\_\_

Method of chilling milk: \_\_\_\_\_

Bottle and container cleaning procedures: \_\_\_\_\_

Cleaning Agent:  Dishwasher w/detergent  Bleach Solution \*Ratio to water: \_\_\_\_\_

Other: \_\_\_\_\_

\*Note: Milk is labeled with collection date and stored between 33-40° F until pick-up. 35-45° F.

**Regular Cow Health Maintenance Provided:**

Hoof Trimming  3-way or 7-way vaccines  Other: \_\_\_\_\_

\*Note: TB and Brucellosis tests are done regularly by the State on all registered animals

Please list any descriptions of practices not yet mentioned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the information provided here is complete and accurate.

\_\_\_\_\_  
Producer signature or initials

\_\_\_\_\_  
Date