

Buy Fresh Buy Local North Valley Member Application and Fee Schedule

The Northern California Regional Land Trust (NCRLT) has partnered with the statewide farmer advocacy organization, Community Alliance with Family Farmers (CAFF), to bring the Buy Fresh Buy Local program to the North Valley, including Butte, Glenn, and Tehama counties. The program helps consumers find and choose local products while building relationships between growers, food artisans, farmers markets, retailers, restaurants, and institutions.

Family farmers are a keystone of our community and by improving their marketing know how they can increase their economic viability. To do this, the BFBL-North Valley program provides them with marketing materials, connects them to restaurant, retail and institutional markets and builds consumer demand for their locally grown foods (~ 100 miles). In addition to working with farmers, we are partnering with agricultural organizations and farmers markets region wide to spread the impact of the program.

Buy Fresh Buy Local – North Valley has a multi-tiered annual fee for joining and participating. All paid partners receive access to BFBL-North Valley graphics, an expanded listing on BFBL's website and in the *Eater's Guide to Local Food*, a subscription to the BFBL e-newsletter and CAFF's publication *The Agrarian Advocate*, as well as policy alerts, and discounted admission to CAFF events. The following is a list of the various fees and additional benefits:

1. **Farmers—\$50:** Receive invitations to special networking events and marketing opportunities.
2. **Community Members—\$50:** Receive monthly newsletter and invitations to special events.
3. **Restaurants and Retailers—\$100:** Must carry a minimum of 25% locally grown foods, averaged annually.
4. **Institutions—\$1,000:** Must carry a minimum of 10% locally grown foods.

PLEASE MAIL APPLICATIONS AND CHECKS TO:
Northern California Regional Land Trust (NCRLT)
167 East 3rd Ave., Chico, CA 95926



BUY FRESH BUY LOCAL

A Collaborative National Program

LOCAL MEMBER PARTICIPATION AGREEMENT

This Local Member Participation Agreement (this “Agreement”) is dated _____, 2010, and is between Northern California Local Land Trust, a California nonprofit corporation (“NCRLT”), and _____, (“Local Member”).

NCRLT is a Local Coordinator of the Buy Fresh, Buy Local national program (the “Program”) under the terms of the Master Agreement that governs the Program. As a Local Coordinator, NCRLT has established eligibility requirements and participation guidelines for entities and individuals wishing to participate in the Program as Local Members.

NCRLT has determined that Member is eligible to serve as a Local Member, and has invited Member to join the Program in that capacity.

Therefore, in order to formalize and initiate Local Member’s participation in the Program, NCRLT and Member agree as follows:

1. Assent to terms of Master Agreement. Local Member has received and reviewed a copy of the Master Agreement, and agrees to abide by all of its terms as a party thereto.
2. Local terms of participation. Local Member agrees to fulfill the roles and responsibilities of a Local Member as detailed in Section 2.4 of the Master Agreement
3. Financial matters. Local Member’s participation in the Program will be based on an annual fee as follows: \$50 for farmers; \$50 for community members; \$100 for restaurants and retailers, \$1,000 for institutions. All paid members receive access to BFBL-North Valley graphics, an expanded listing in the *Eater’s Guide to Local Food*, and 1 year of CAFF membership.
4. Decisions regarding execution of the Program. Local Member shall abide by all of NCRLT’s decisions concerning appropriate execution of the Program, including without limitation all guidance as to appropriate uses of the Program’s name, marks and designs that reflect the decisions of Food Routes Network.
5. Member’s departure or removal from Program. Local Member may cease to be a Local Member at any time by providing written notice to NCRLT. If Local Member leaves the Program voluntarily, except as provided in Section 6 below, it shall not be entitled to any refund of fees or other payments.



NCRLT may remove Local Member as a Local Member by providing written notice to Local Member. If Local Member is so removed, NCRLT shall deliver to Local Member a prorated share of any fees or other payments made by Local Member in anticipation of future participation in the Program.

6. NCRLT's departure or removal from the Program. If NCRLT ceases to serve as a Local Coordinator, then Local Member may choose to leave the Program, in which case NCRLT shall deliver to Local Member a prorated share of any fees or other payments made by Local Member in anticipation of future participation in the Program. Local Member may also choose to remain as a Local Member, in which case the National Coordinator (as defined in the Master Agreement) shall ensure that Local Member continues to receive appropriate guidance and assistance as a participant in the Program.

7. Surviving commitment. If Local Member leaves the Program for any reason, voluntary or involuntary, its agreement to abide by Section 3.7 of the Master Agreement (concerning control over use of the Program's name, marks and designs) shall survive indefinitely.

NCRLT and Local Member are executing this Agreement as of the date first stated above.

Northern California Regional Land Trust
On its own behalf and as an agent of the Program

By: _____
Sign

Print name

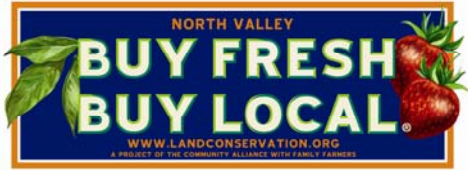
Print title

Local Member

By: _____
Sign

Print name

Print title



Please describe your business in 50 words or less including point of contact, business name, mailing address, phone number and email address.

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167 East 3rd Ave., Chico, CA 95926



BUY FRESH BUY LOCAL

A Collaborative National Chapter Program

MASTER AGREEMENT

ARTICLE 1: PURPOSE AND PRINCIPLES

1.1 Purpose. Vibrant, local food systems strengthen and stabilize local economies, encourage sustainable ecological practices, and help build healthy communities. The Buy Fresh, Buy Local chapter program will expand markets for locally produced foods, increase the economic viability of small family farms, and revitalize local food systems and regional economies nationwide.

1.2 Strategy. The Chapter Program will stimulate public awareness of and demand for local foods through coordinated promotional efforts using attractive, consistent, easily recognizable designs and materials. These materials will be adapted to national, regional, and local uses, bringing consumers a consistent message that spans from mass media to local farmers' markets, restaurants and grocery stores. The Chapter Program will help consumers identify the products of family farmers and other local producers in their area, help local producers make their products stand out for consumers, help local businesses highlight their support for local foods, and provide entire communities with information about the many benefits of strong local food systems.

1.3 Collaboration. The Chapter Program is a collaborative effort among nonprofit organizations, food producers, community organizations and consumers nationwide. A National Coordinator and a Steering Committee provide central guidance to the Chapter Program, but the Chapter Program relies on the resources and input of many groups and individuals working at the regional and local levels.

1.4 Responsiveness to Local Needs. While a recognizable national presence is a key element of the Chapter Program, so too is responsiveness to local market conditions and agricultural resources. The definition of "local" will necessarily vary from one area to another. Regional and local participants will work together to customize the Chapter Program to meet their local needs, and to develop markets that make sense for their respective areas.

1.5 Commitment to Reaching a Broad Audience. To succeed, the Chapter Program must carry its message to consumers who have not been part of the sustainable agriculture movement, but who can be persuaded to seek out local products. The Chapter Program will incorporate the best possible design standards and market research in order to reach the broadest possible

audience. The Chapter Program will develop and distribute materials that are thoroughly planned and tested, affordable, and easily adapted to local needs.

1.6 Evaluation. The Chapter Program will be based on quantitative goals at both the national and regional levels, and results will be measured and collated regularly to provide an ongoing picture of the Chapter Program's progress.

1.7 Fundraising and Financing. The National Coordinator will raise funds to support the Chapter Program at the national level. Regional Chapters and Local Coordinating Chapters (or Local Coordinators) are expected to raise funds for Chapter Program activities within their respective regions. Whenever possible, the National Coordinator will collaborate on regional fundraising efforts. Regional Chapters and Local Coordinators wishing to work with the National Coordinator in this capacity must first discuss regional plans with the National Coordinator, to determine whether and how such collaboration may be effective.

ARTICLE 2: PARTICIPANTS

2.1 National Coordinator. The National Coordinator is FoodRoutes Network, a project of the Tides Center (PA), a public charity described under Section 501(c)3 of the Internal Revenue Code. The National Coordinator performs the following functions:

- Researches and creates basic Chapter Program materials;
- Maintains relationships with service providers, National Partners and other parties who work with the Chapter Program on a national level;
- Creates and oversees national publicity efforts;
- Raises funds to support national-level activities within the Chapter Program;
- Guides and assists efforts of the Regional Chapters and/or Local Coordinators; and
- Works with the Steering Committee to see that all aspects of the Chapter Program are properly managed and coordinated.

2.2 Regional Chapters. Regional Chapters are public charities described under Section 501(c)(3) of the Internal Revenue Code. Each Regional Chapter mounts and manages the Chapter Program within its own region, under the guidance of the National Coordinator, and in particular performs the following functions:

- Adapts public Chapter Program materials to regional needs;
- Develops a definition of "local," and any other necessary regional standards for association of goods with the Chapter Program's name and marks;
- Adapts Participation Agreements for use with Local Coordinators and/or Local Members;
- Develops regional Chapter Program plan;
- Executes a regional publicity Chapter Program;
- Recruits and oversees Local Coordinators and/or Local Members;
- Works with Local Coordinators and/or Local Members to develop regional initiatives within the Chapter Program; and
- Raises funds to support the Chapter Program on the regional level.

A Regional Chapter may cover a region as large as several states, or as small as a region within a state; it may have exclusive jurisdiction over that area, or it may work in collaboration with other Regional Chapters. Regional Chapters may establish Local Coordinators and/or work with pre-existing Local Coordinators throughout their region. The National Coordinator and the Steering Committee will work with each Regional Chapter to establish a form and scale of participation appropriate to regional needs, organizational strengths, and the status of the Chapter Program. The National Coordinator and the Steering Committee will provide each Regional Chapter with a memorandum of understanding concerning specific roles and expectations, and may modify or replace that memorandum from time to time as they deem appropriate.

2.3 Local Coordinators/Chapters. Local Coordinators are public charities described under Section 501(c)(3) of the Internal Revenue Code. A list of current Local and Regional Coordinators/Chapters is attached below as Appendix A. Each Local Coordinator mounts and manages the Chapter Chapter Program within its own region, under the guidance of the National Coordinator or Regional Chapter (if one has been designated for the area), and in particular performs the following functions:

- Adapts public Chapter Program materials to local needs;
- Develops a definition of “local” (in collaboration with the Regional Chapter if one has been designated for the area) and any other necessary regional standards for association of goods with the Chapter Program’s name and marks;
- Adapts Participation Agreements for use with Local Members;
- Develops a local program plan;
- Executes a local publicity Chapter Program;
- Recruits and oversees Local Members;
- Works with Local Members to develop local initiatives within the Chapter Program; and
- Raises funds to support the Chapter Program on the local level.

A Local Coordinator may cover a multi-county region or a single community; it may have exclusive jurisdiction over that area, or it may work in collaboration with other Local Coordinators under terms defined by a Regional Chapter. In the absence of a Regional Chapter for a particular region, the National Coordinator and the Steering Committee will work with each Local Coordinator to establish a form and scale of participation appropriate to local needs, organizational strengths, and the status of the Chapter Program. The National Coordinator and the Steering Committee will provide each Local Coordinator with a memorandum of understanding concerning specific roles and expectations, and may modify or replace that memorandum from time to time as they deem appropriate. If a Regional Chapter has been designated for the area, they will work with each Local Coordinator to establish a form and scale of participation appropriate to local needs, organizational strengths, and the status of the Chapter Program. In this case, the Regional Chapter will also provide each Local Coordinator with a memorandum of understanding concerning roles and expectations.

2.4 Local Members. Local Members may be farms or other food producers, farmers’ coops, food markets, restaurants, or other entities or individuals meeting criteria for participation established by the appropriate Local and/or Regional Coordinator (or National Coordinator in the

absence of either). It is the intent of the Chapter Program to prioritize the support and prosperity of farms and farm families, farmers' markets and independently operated retail businesses in each market region. To that end, we will not regard such entities as competitors, but as cooperators in pursuit of a successful, locally-based food system. Larger retail operations, such as those that operate with a franchise or whose market impact extends significantly beyond the target region, will only be included as Local Members in the Chapter Program in situations where the Steering Committee has been consulted and approved the terms of the Local Membership. An individual or entity becomes a Local Member by signing a Participation Agreement with a Local and/or Regional Coordinator (or National Coordinator in the absence of either). The roles and responsibilities of Local Members vary from region to region, but a Local Member will generally:

- Support regional publicity efforts;
- Display Chapter Program materials in connection with goods or services, as approved by the Regional Coordinator;
- Work with other Local Members and the appropriate Local and/or Regional Coordinator to develop regional initiatives within the Chapter Program (or National Coordinator in the absence of either); and
- Cooperate in other aspects of the Chapter Program as suggested by the Local and/or Regional Coordinator (or National Coordinator in the absence of either).

2.5 Other Classes of Local Supporters. A Regional Coordinator may choose to establish one or more other classes of local supporters, with roles to be established by the Regional Coordinator under the guidance of the National Coordinator.

2.6 National Partners. National partners may be media outlets, funders, research institutions, retailers, or other individuals or entities positioned to advance the Chapter Program on a national level. The role and responsibilities of each National Partner will be specified in a Participation Agreement developed by the National Coordinator and approved by the Steering Committee.

ARTICLE 3: COORDINATION AND PROCEDURES

3.1 Steering Committee. The Steering Committee is comprised of the National Coordinator and the following organizations, so long as they remain Regional Coordinators: Alternative Energy Resources Organization; Community Alliance with Family Farmers; Practical Farmers of Iowa; Pennsylvania Association for Sustainable Agriculture; and Land Stewardship Project.

3.2 Approval of Regional Chapters/Coordinators. An organization interested in purchasing the Buy Fresh, Buy Local Identity and/or Toolbox, and becoming a Regional Chapter, must complete an application detailing preliminary regional Chapter Program plans. Both the National Coordinator and Steering Committee will review this application. If both the National Coordinator and the Steering Committee approve the application, then the organization may become a Regional Chapter by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.2).

3.3 Approval of Local Coordinators. An organization interested in purchasing the Buy Fresh, Buy Local Identity and/or Toolbox, and becoming a Local Coordinator in an area not currently managed by a Regional Chapter, must complete an application detailing preliminary local Chapter Program plans. Both the National Coordinator and Steering Committee will review this application. If both the National Coordinator and the Steering Committee approve the application, then the organization may become a Local Coordinator by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.3). If a Regional Chapter has already been designated for the area, they will review the application, define the terms of the Membership, and draft a memorandum of understanding which will accompany this Master Agreement.

3.4 Approval of Local Members. An organization interested in purchasing the Buy Fresh, Buy Local Identity and/or Toolbox, and becoming a Local Member in an area not currently managed by a Local or Regional Coordinator, must complete an application detailing preliminary local Chapter Program plans. Both the National Coordinator and Steering Committee will review this application. If both the National Coordinator and the Steering Committee approve the application, then the organization may become a Local Member by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.3).

If a Local or Regional Coordinator has been designated for the area, they will establish guidelines for local members, define the terms of the Membership, and draft local member agreements (in accordance with Section 3.6).

3.5 Local Coordinator Participation Agreements. A Template Local Coordinator Participation Agreement is attached below as Appendix B. Regional Coordinators should adapt these templates to regional use. Any major revisions to Local Coordinator Participation Agreements must:

- Be approved by the Steering Committee;
- Note that the Local Member has received a copy of this Master Agreement; and
- Note that the Local Member accepts all terms of this Master Agreement as a condition of participation.

3.6 Local Member Participation Agreements. A Template Local Member Participation Agreement is attached below as Appendix C. Regional and/or Local Coordinators may adapt these templates to regional use, or develop new Participation Agreements, but all revisions to the Participation Agreements must:

- Be approved by the Steering Committee;
- Note that the Local Member has received a copy of this Master Agreement; and
- Note that the Local Member accepts all terms of this Master Agreement as a condition of participation.

3.7 Control over Use of Marks. The success of the Chapter Program rests on careful and coordinated use of the Chapter Program's name and distinctive graphic marks. All rights to the

Chapter Program's name, marks and designs, and any marks or designs developed for regional use, are held by the National Coordinator on behalf of the Chapter Program as a collective. Notwithstanding any other arrangement, or provision of this Master Agreement, the National Coordinator retains ultimate control over use of the Chapter Program's name, marks and designs. The parties to this Master Agreement and the Local Members agree that they will:

- Use logos, tag lines, and key messages identified in the Toolbox in all Chapter Program publicity;
- Use the styles (colors, fonts, etc.) described in the toolbox, to maintain the visual strength of the Chapter Program;
- Clear any desired modification of Chapter Program materials with the Regional or National Coordinator, as appropriate;
- Identify other Chapter Program participants, where appropriate, as described in the "boilerplate text" section of the toolbox;
- Provide the Regional or National Coordinator, as appropriate, with clippings, tapes, downloads or other records of significant public responses to the Chapter Program;
- Provide the Regional or National Coordinator, as appropriate, with annual updates on the impact of the Chapter Program; and
- Desist from any or all use of the Chapter Program's name, marks and designs if so requested by the National Coordinator.

3.8 Removal of Regional Chapters/Coordinators. The National Coordinator may, at its discretion, propose that the Steering Committee remove a Regional Coordinator. If the Steering Committee adopts that proposal, then it may also choose to designate an interim or permanent coordinating body through which the removed organization's Local Members may continue to participate in the Chapter Program.

3.9 Removal of Local Coordinators. The National Coordinator may, at its discretion, propose that the Steering Committee remove a Local Coordinator in an area not currently managed by a Regional Coordinator. If the Steering Committee adopts that proposal, then it may also choose to designate an interim or permanent coordinating body through which the removed organization's Local Members may continue to participate in the Chapter Program.

Local Coordinators established through a Regional Coordinator may be removed at the Regional Coordinator's discretion. In this case, the Regional Coordinator may also choose to designate an interim or permanent coordinating body through which the removed organization's Local Members may continue to participate in the Chapter Program.

3.10 Removal of Local Members. The National Coordinator may, at its discretion, propose that the Steering Committee remove a Local Members in an area not currently managed by a Local or Regional Coordinator. Local Members established through a Regional and/or Local Coordinator may be removed at the Regional and/or Local Coordinator's discretion.

3.11 Replacement of the National Coordinator. If at any time FoodRoutes Network withdraws from the Chapter Program, or becomes unable to fulfill its role, then the Steering Committee may designate a new National Coordinator. In that event, FoodRoutes Network will convey all assets and rights it holds in its capacity as National Coordinator to the new National Coordinator.

3.12 Amendment of the Master Agreement. Amendments to this Master Agreement must be approved by a majority of the Steering Committee, and that majority must include the National Coordinator.

3.13 Private Benefit. No individual or entity may use the Chapter Program for private benefit. Any individual or entity providing goods or services to the Chapter Program may receive fair compensation in return, and it is hoped that many individuals, entities and communities will benefit indirectly from the general success of the Chapter Program. However, no funds or other resources of the Chapter Program may be used to subsidize the activities of any individual or any entity other than a charitable organization. All expenditures of Chapter Program resources and all use of Chapter Program assets, including intellectual property, must either (1) serve the charitable purposes of the National Coordinator and any relevant Regional or Local Coordinators, or (2) be made in exchange for goods or services of equal value or better.

3.14 Counterparts. This Master Agreement may be signed in any number of separate originals, each of which shall be delivered to the National Coordinator.

The undersigned organization hereby indicates that it enters this Master Agreement after due consideration and proper authorization by its governing body.

Print name of organization

By: _____
Sign *Date*

Print name

Print title