



DRC

**FRUIT AND VEGETABLE
DISPUTE RESOLUTION
CORPORATION**

MEMBERSHIP APPLICATION CHECK LIST

On behalf of our Board of Directors, I would like to thank you for your interest in the Fruit and Vegetable Dispute Resolution Corporation (DRC). Attached you will find a copy of the DRC Membership Application.

In order to help us process your application as quickly as possible please use the following checklist as a guide:

Completed Application

Are all sections completed?

2 vendor references (Company name, contact name and phone number)

OR a company bank reference indicating:

1. When the account was opened;
2. The signing officers;
3. If there is a history of NSF cheques; and,
4. If the account is in good standing.

5 year work history for all individuals listed in Section 9.

Proof of Ownership

This may be in the form of incorporation papers, registration documents, master business license, or an extra-provincial license

Payment

We do not start reviewing applications until payment is received in our office.

If you have any questions completing the application or on the DRC membership requirements found in the *Safe Food for Canadians Regulations*, please contact our office at 613-234-0982 or info@fvdrc.com.

Thank you,
Luc Mougeot
President & CEO

9. Responsibly Connected Representatives of the Business

Responsibly connected parties as defined by DRC:

- All partners, members, officers, directors with or without shares;
- Any shareholder of more than 10% of the stock even if (s)he is not involved in day to day operations. (A shareholder may also be another company); or
- Any executive or manager involved in the day to day operations of the company who has the authority to make contractual commitments on behalf of the business.

Last Name	Position / Job Title	Email Address
First Name, with Salutation	% of Ownership, if applicable	Phone Extension, if applicable
<i>Doe</i>	<i>VP of Operations</i>	<i>doe@drcmember.com</i>
<i>Mr. John</i>	<i>35%</i>	<i>Ext. 647</i>

Please attach a separate sheet if necessary.

10. DECLARATION:

With the exception of 10.h), in the 5 years preceding the day on which the application is submitted, has the applicant or anyone listed in Question 9 been the individual owner, partner, member, officer, director or holder of more than 10% of the outstanding stock, an executive or a manager of a business that has:

	Yes	No
a) Had a license issued under the Licensing and Arbitration Regulations of Canada (LAR) and/or Safe Food for Canadians Regulations (SFCR), or the Perishable Agricultural Commodities Act (PACA) of the U.S. revoked or suspended?	<input type="checkbox"/>	<input type="checkbox"/>
b) Been terminated or expelled from membership in the DRC?	<input type="checkbox"/>	<input type="checkbox"/>
c) Failed to comply with any order or direction of an arbitration or failed to comply with a mediated agreement and/or an arbitration award?	<input type="checkbox"/>	<input type="checkbox"/>
d) Been convicted of a criminal act for which a pardon has not been granted?	<input type="checkbox"/>	<input type="checkbox"/>
e) Been convicted of, or pled guilty to, any charges under any statute for activities which violate any provision of the Letters Patent, By-laws or Rules?	<input type="checkbox"/>	<input type="checkbox"/>
f) Been named in an outstanding court order regarding matters related to the operation of any business?	<input type="checkbox"/>	<input type="checkbox"/>
g) Become bankrupt or suspended the payment of debts generally or compounded with creditors or made an authorized assignment or been declared insolvent or made an arrangement under the Companies' Creditors Arrangement Act, R.S., c. C025, s. 1 as amended from time to time, or a proposal under the Bankruptcy and Insolvency Act, R.S. 1985, c. B-3, s. 1; 1992, c.27, s.2, as amended from time to time, or made a similar arrangement or proposal or sought similar protection under any equivalent statute in the United States or Mexico or other country, province or state?	<input type="checkbox"/>	<input type="checkbox"/>
h) Suspended the operations of a business (sole proprietorship, partnership corporation or otherwise) without fully meeting its financial obligations in the <u>10years</u> preceding the day on which the application is submitted?	<input type="checkbox"/>	<input type="checkbox"/>

11. AGREEMENTS AND CONSENTS:

Arbitration: I understand and agree that I and/or the organization I represent shall be bound by the Articles of Continuance, By-Laws and Operating Rules of the DRC including, but not limited to the Trading Standards, Transportation Standards and Dispute Resolution Rules of the Fruit & Vegetable Dispute Resolution Corporation. I specifically agree that all disputes between me and/or my organization and any other member or members of the DRC shall be resolved exclusively pursuant to the Dispute Resolution Rules of the DRC. I further specifically agree to submit any such disputes not resolved through mediation to arbitration in accordance with the said Dispute Resolution Rules and the agreement to arbitrate contained in Article 2 thereof. I further agree that I will comply with any and all awards rendered in arbitration and grant a court the authority to enter judgment against me upon issuance of the arbitration award.

Execution: The execution of this Membership Application, including the agreement to arbitrate and other agreements and consents set out in this section 11, may be communicated by way of facsimile, email or other electronic transmission method, and the receipt of such transmission by the DRC shall be deemed to be good, sufficient and fully effectual as if an original executed copy of this Membership Application has been delivered and I agree to be bound by it as such.

Consent to Disclosure of Agreement and other Information: I hereby authorize the DRC to provide this Membership Application, or a copy of it, to any other DRC member, arbitrator or court of competent jurisdiction who may require same as evidence of my agreement to submit to arbitration. I also agree and authorize the DRC to share any information about me, the organization I represent, or both with the Federal government of Canada, Mexico or the United States of America if I am domiciled or registered to do business therein, consistent with our Privacy Policy or as required by law. I also authorize the Canadian Food Inspection Agency (CFIA) to share any and all information about me, the organization I represent, or both with respect to the application of CFIA related Acts and Regulations with the DRC.

I further understand and agree that the DRC will make public: 1) the names of members in good standing, 2) the names of members who have been expelled or automatically terminated and the reasons therefore, and 3) the names and titles of the responsibly connected persons to members who have been expelled or automatically terminated. In addition, I understand and authorize the following information about me, the organization I represent, or both, to be made available to all members in good standing: 1) business addresses, 2) business phone numbers, 3) business fax numbers, and 4) the names of responsibly connected persons.

I also agree that my e-mail address or the e-mail addresses of the company I represent will be made available only to members in good standing if I specifically authorize the DRC to do so. I understand that DRC will be sending me, the organization I represent, or both, membership related communications by e-mail.

I consent to the DRC sending me and/or the organization I represent general industry related notices, newsletters, bulletins and other similar communications by e-mail.

Yes No

I hereby consent to let my or the organization I represent's e-mail address to be made available to other members in good standing.

Yes No

I have the authority to bind this entity

Principal Signature
(Must be the owner, general partner or duly authorized signing officer)

Date

Please print name & title of principal

Please note: Applications will not be processed unless fully completed and until payment is received.

Approval period: approximately 30 days.

Term of Membership: Each application shall be an application for continuing membership until membership is terminated in accordance with the By-Laws and Operating Rules of the Corporation. An applicant's membership in the Corporation shall commence on the day the application is approved by the President and each member shall be required to pay annual membership fees to the Corporation.

FEES: \$837.00 USD (plus 108.81 tax if applicable) – see the following:			
As a foreign entity, if you are registered for the purposes of the Harmonized Sales Tax (HST) in Canada we must charge you the tax.			
Please declare whether you are registered for the HST or not	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, please declare your HST #:			

DRC HST # 865 194 740 RT

Methods of Payment:

- Cheque

- VISA/MC

- E-transfer / wire transfer

(contact DRC for instructions)

Credit Card Number

Expiry Date (MM/YY)

Name of Cardholder

Signature of Cardholder



Section 1 NAME

- Legal Entity Name** The complete legal name as registered with the appropriate government body.
- Trade Name(s)** The name in which you do business, if it is different from your legal entity name. Please do not include name from your logo, a separate legal entity or affiliated companies.

Section 2 BUSINESS NUMBER

- Business Number** The Business Number (BN) issued by Canada Revenue Agency enables businesses to simplify their dealings with federal, provincial, and municipal governments.

Section 3 CONTACT INFORMATION

- Company Contact Information** Please include physical and mailing address, if applicable
- Contact Person** Please provide contact information for the individual you would like DRC to communicate with. This person does not need to be Responsibly Connected (refer to Section 9); however if they are not listed as Responsibly Connected and you include them here, you are authorizing them to make changes to your DRC membership that may be binding.

Section 4 OWNERSHIP TYPES

- Corporation** A company or group of people authorized to act as a single entity with separate legal existence apart from its shareholders and directors and recognized as such in law.
- Sole Proprietorship** A business (not incorporated) wholly owned by one person. A sole proprietorship is not a separate legal entity from its owner.
- Partnership** A business (not incorporated) owned by two people. A partnership is not a separate legal entity from its owners.
- Limited Partnership** A partnership comprised of limited partners and general partners. General partners have decision making authority and if the partnership is successfully sued, their personal assets may be looked to if the assets of the business are insufficient to cover the debts. Limited partners do not participate in the day-to-day operations of a business and their liability is limited to the amount of money he or she invested in the partnership.
- Limited Liability Partnership** A limited liability partnership (LLP) is a cross between a general partnership and a limited partnership in the sense that the assets of the LLP can be looked to in order to satisfy the debts of and claims against the LLP, but unlike a general partnership, a judgment against an LLP for negligence will not be enforceable against the personal assets of all of the partners. Only the partner who is negligent or who was negligent in supervising or controlling the employee who was negligent will have his or her assets exposed if the claim is successful. Generally, LLP's are used by professionals (lawyers, accountants, engineers) where their governing bodies permit them to operate as LLPs.
- Cooperative Association** A corporation where members with similar needs have organized to create a business structure through which they can either obtain or share certain products or services. In a cooperative, each member is voluntary and has an equal democratic say in the running of the business.

Section 5 TYPE OF BUSINESS

- Grower** A business who sells only fresh fruits and vegetable they grow themselves.
- Shipper** A business who operates at shipping point and is engaged in the business of purchasing produce from growers or others and distributing such produce in commerce by resale or other methods, or who handles such produce on joint account with others.

Processor	A business who purchases fresh product for the purposes of canning or physically altering product.
Broker	Any person engaged in the business of negotiating sales and purchases of produce for or on behalf of the vendor or purchaser, respectively. A broker does not take title of the product.
Wholesaler	A business who takes titles and possession of a fresh fruit or vegetable with the intention of reselling it to someone other than the end consumer.
Commission Merchant	Any person engaged in the business of receiving any perishable agricultural commodity for sale, on commission, or for or on behalf of another.
Foodservice	Includes a foodservice operator (such as a chef, foodservice director, independent food preparation business) or foodservice distributor (an intermediary between food service operators and food manufacturers who purchases, stores, sells and/or delivers fresh fruits and vegetables to foodservice operators).
Retailer	A business engaged in the business of selling any perishable commodity directly to the end consumer.
Transportation Broker	A business that organizes one or more types of transportation services.
Freight Contractor	A business that arranges for the transportation of goods. They act as the principal in transactions and are responsible for claims.
Carrier	A business that engages in the hauling the perishable agricultural commodity.
Distributor	A business that takes title of the product without taking physical possession of it for the purposes of reselling it to someone other than the end consumer.

Section 6 NUMBER OF YEARS IN BUSINESS

Years in Business Please list the number of years the legal entity has been in existence.

Section 7 HOW DID YOU LEARN ABOUT DRC

Please list how you heard about DRC. It could be from a fellow member; from a government body; a broker or trade association; you were a previously a member; researching online; etc.

Section 8 DO YOU OPERATE YOUR BUSINESS ALL YEAR ROUND

This question targets seasonal operations. To help us contact you with important membership information in your off-season please include contact information if it changes in the months you are not operating.

Section 9 RESPONSIBLY CONNECTED REPRESENTATIVES OF THE BUSINESS

Responsibly Connected Individuals Please use this section to list responsibly connected persons as defined by the DRC By-Laws.

Section 10 DECLARATION

Declaration Questions must be answered honestly and accurately. Failure to answer truthfully may result in bonding provisions or denial of your membership application.

Section 11 AGREEMENTS & CONSENTS

These are a very important clauses and we urge you to take time to read them. They outline your rights and responsibilities; among them your rights and obligations to arbitrate with other DRC members.