



DRC

Fruit & Vegetable Dispute Resolution Corporation
Corporation de règlement des différends dans les fruits et légumes
Corporación de solución de controversias sobre frutas y hortalizas

MEMBERSHIP APPLICATION CHECK LIST

On behalf of our Board of Directors, I would like to thank you for your interest in 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 regarding the Licensing and Arbitration Regulations, please contact our office at 613-234-0982 or info@fvdrc.com.

Thank you,
Fred C. Webber
President & CEO



DRC Membership is available to buyers, sellers, brokers and commission merchant of fresh fruits and vegetables, as well as carriers and transportation intermediaries (inclusive of broker intermediaries and freight contractors) for the transportation of fresh fruits and vegetables. The definition of fresh fruits and vegetables includes all fresh and chilled fruits and vegetables, fresh cuts, edible fungi and herbs, but excludes any fresh fruit and vegetable that is frozen or has been planted as seed.

FOR OFFICE USE ONLY

Date _____

Please refer to page 4 for INSTRUCTION GUIDE that includes explanations and definitions

1. **Legal Entity Name**

2. **Trade Name(s)**

3. Company Contact Information:

Physical Business Address (P.O. Box not acceptable):

Number & Street City Province/Territory/State Postal/Zip Code Country

Telephone Fax Company Email Website

Mailing Address (if different from physical):

Number & Street City Province/Territory/State Postal/Zip code Country

Telephone Fax Company Email Website

Contact Person:

Name Job Title

Telephone Email

4. Ownership Type (Check one):

- Limited Liability Company
- Corporation
- Limited Liability Partnership
- Cooperative
- Partnership
- Sole Proprietorship

5. Type of Business (Check all that apply):

- Broker
- Carrier
- Commission Merchant
- Distributor
- Foodservice
- Freight Contractor
- Processor
- Grower
- Retailer
- Shipper
- Transportation Broker
- Wholesaler

6. **Number of Years in Business:** If less than 3 years please provide a copy of incorporation/registration documentation

7. **How did you learn about DRC?**

8. **Do you operate your business all year around?** YES NO*

* Please provide contact information for the off-season if it is different than what is listed in Section 3 of this application

Telephone Email

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.

(Continued on page 2)

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:

At any time, 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 or the Perishable Agricultural Commodities Act of the U.S. revoked or suspended in the 5 years preceding the day on which the application is submitted?	<input type="checkbox"/>	<input type="checkbox"/>
b) Been suspended or expelled from membership in the Fruit & Vegetable Dispute Resolution Corporation in the 5 years preceding the day on which the application is submitted?	<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 in the 5 years preceding the day on which the application is submitted?	<input type="checkbox"/>	<input type="checkbox"/>
d) Been convicted of a criminal act for which a pardon has not been granted in the 5 years preceding the day on which the application is submitted?	<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 in the 5 years preceding the day on which the application is submitted?	<input type="checkbox"/>	<input type="checkbox"/>
f) Been named in an outstanding court order regarding matters related to the operation of any business in the 5 years preceding the day on which the application is submitted?	<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 in the 5 years preceding the day on which the application is submitted?	<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 10 years preceding the day on which the application is submitted?	<input type="checkbox"/>	<input type="checkbox"/>

11. AGREEMENTS AND CONSENTS:

Dispute Resolution Agreement: I understand and agree that if I, the organization I represent, or both are accepted as a DRC member, I, the organization I represent, or both 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 Mediation and Arbitration Rules of the Fruit & Vegetable Dispute Resolution Corporation. I specifically agree that all disputes between me, the organization I represent, or both, and any other member or members of the DRC shall be resolved exclusively pursuant to the Mediation and Arbitration Rules of the DRC. I further specifically agree to submit any such disputes not resolved through mediation to arbitration in accordance with the said Mediation and Arbitration Rules and the agreement to arbitrate contained in Article 2.

Execution: The execution of this Membership Application, including the Dispute Resolution Agreement and other agreements and consents set out in this section 11, may be communicated by way of facsimile, email or other electronic transmission. 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.

(Continued on page 3)

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 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 suspended, expelled or automatically terminated and the reasons therefore, and 3) the names and titles of the responsibly connected persons to members who have been suspended, 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, the organization I represent, or both, general industry related notices, newsletters, bulletins and other similar communications by e-mail. Yes No

I hereby consent that the DRC may make my company contact e-mail 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

FEES: \$773.00 USD (plus 100.49 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 Yes No

If yes, please declare your HST #:

DRC HST # 865 194 740 RT

Methods of Payment:



Cheque For bank transfer info contact DRC Credit Card

Credit Card Number

Date of expiry

Month Year

Name of Cardholder

Signature of Cardholder

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 of the Corporation and each member shall be required to pay annual membership dues to the Corporation. An applicant's membership in the Corporation shall commence on the day the application was approved by the President with payment being applied on the first day of the month in which the application was approved. After the first year your membership will be synchronized with the corporation's fiscal year. As a result your second year membership may be pro-rated.

Please complete and return to:

Fruit & Vegetable Dispute Resolution Corporation (DRC),
Building 75, Central Experimental Farm, 960 Carling Avenue, Ottawa, Ontario, Canada K1A 0C6
Fax (613) 234-8036 E-Mail: info@fvdrc.com

Dealer a person or company who (a) is engaged in the business of purchasing or selling agricultural products; (b) negotiates consignments, sales, purchases or other transactions involving agricultural products; (c) receives or handles, on commission, agricultural products; or, (d) is prescribed as a dealer for the purposes of the CAP Act.

Section 1 NAME

Legal Entity Name The complete legal name as registered with the appropriate government body.

Section 2 TRADE NAME(S)

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 3 CONTACT INFORMATION

Company Contact Information Please list contact information for the location conducting marketing activities.

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 authorising 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.

Limited Liability Company A limited liability company (LLC) is a corporate structure whereby the members of the company cannot be held personally liable for the company's debts or liabilities. Limited liability companies (LLC) differ slightly from one country to the next. However, it is essentially a hybrid entity that combines the characteristics of a corporation and a partnership or sole proprietorship.

Section 5 TYPE OF BUSINESS

Grower a dealer who sells only fresh fruits and vegetable they grow themselves.

Shipper a dealer 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 dealer 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 dealer 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 dealer engaged in the business of selling any perishable commodity directly to the end consumer.
Transportation Broker	a middleman who organises one or more types of transportation services.
Freight Contractor	an individual or company who arranges for the transportation of goods. They act as the principal in transactions and are responsible for claims.
Carrier	an individual or company who engages in the hauling the perishable agricultural commodity.
Distributor	a dealer who 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. If the business has changed legal forms (example: originally a sole proprietorship that later became a corporation) please indicate from when the newest legal entity was formed.

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 the following individuals:

- 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.

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

This is a very important clause and we urge you to take time to read it. It outlines your rights and responsibilities; among them your rights and responsibilities to arbitrate with other DRC members.