

WESTSIDE WATER QUALITY COALITION MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made and executed to be effective as of August 1, 2014 by WESTSIDE WATER QUALITY COALITION, a California non-profit mutual benefit corporation (“Coalition”) and _____ (“Member”).

WHEREAS, the Coalition is a corporation organized and existing under the laws of the State of California as a nonprofit mutual benefit corporation whose membership is comprised of owners or operators of commercial irrigated cropland within the boundaries depicted in **Exhibit A** (the “Coverage Area”), which members are subject to the Waste Discharge Requirements General Order for Growers Within the Tulare Lake Basin Area that are Members of a Third-Party Group (the “Order”), as promulgated by the Central Valley Regional Water Quality Control Board (the “Board”);

WHEREAS, the Member is an owner or operator of irrigated land within the Coverage Area and is subject to the requirements of the Order;

WHEREAS, the Member can more effectively meet its goals of reducing the burdens imposed by the Order and complying with the Order by joining together with other such Members of the Coalition;

WHEREAS, the specific purposes of the Coalition are to improve conditions and develop efficiencies for agricultural landowners by engaging in activities that include (1) establishing or participating in a third-party coalition under the Order; (2) assisting Members with complying with the Order; and (3) reducing the burdens imposed by the Order, including through litigation. The Order requires owners and lessees of irrigated agricultural lands within the Tulare Lake Basin to comply with extensive monitoring, reporting, and planning requirements. It is exceedingly difficult for individual farmers to comply with the requirements of the Order, or to challenge the Order through appropriate legal action. The Coalition is designed to enable its Members to band together to use economies of scale for purposes of complying with the Order, and minimizing the costs associated with the Order through litigation and other procedures;

WHEREAS, these purposes can be achieved only if supported by the mutual cooperative effort of all the Members on a relatively permanent basis, and this Agreement evidences such cooperative effort;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants of the parties, and in further consideration of the obligations of other Members, each to the other, executing similar agreements, the parties hereto do agree as follows:

1. **MEMBERSHIP QUALIFICATIONS.**

A. **MEMBERSHIP.** The signing of this Agreement by both parties and the submission of the membership application in substantially the form attached as **Exhibit B** (the “Application”) constitutes the Member’s application for membership in the Coalition and the acceptance of that application by the Coalition.

B. **MEMBER’S QUALIFICATION FOR MEMBERSHIP.** The Member represents, and the Coalition relies on that representation in accepting the Member’s application for membership, that the Member is an owner or operator of lands within the Coverage Area that are subject to the Order, and that the information submitted in the Application is true and correct.

2. **TERM.**

The term of this Agreement begins on the date first set forth above and shall continue in full force and effect until membership is terminated in accordance with the Coalition’s bylaws or terminated by the Member; provided, however, that certain obligations of the Member will survive the termination of this Agreement as provided herein. A Member may terminate membership at any time by filing with the Coalition’s Secretary a written notice of resignation. Any resignation so filed will be effective 30 days from the date on which the notice is filed. Resignation, expulsion or termination of this Agreement does not terminate any of the Member’s outstanding obligations to the Coalition relating to any assessment or dues which have been declared by the Coalition’s board of directors prior to the effective date of such resignation, expulsion or termination of this Agreement and which accrued or relates to matters that arose or existed prior to the effective date of such resignation, expulsion or termination of this Agreement.

3. **COALITION SERVICES.**

The Coalition shall to the best of its ability furnish to its Members those services which it is authorized by its board of directors and empowered by its articles of incorporation and bylaws to perform.

4. **MEMBERSHIP DUES AND ASSESSMENTS.**

A. **MEMBERSHIP DUES, FEES, AND ASSESSMENTS.** The Member shall pay to the Coalition, within the time and on the conditions set by the board, the dues, fees, and assessments in amounts to be fixed from time to time by the board. Dues will include general meeting expenses and operating costs. Assessments may be collected for special activities and expenses after being approved by the board of directors. The Member acknowledges that the dues, fees, and assessments set by the Coalition will not necessarily be equal for all Members. In particular, the Member acknowledges that the dues, fees, and assessments may be different for Members within the Supplemental Coverage Area than they are for Members within the Primary Coverage Area. The boundaries of the Supplemental Coverage Area and the Primary Coverage are

delineated in the attached **Exhibit A**. The Member further acknowledges that the dues, fees, and assessments set by the Coalition may differ among Members within the Supplemental Coverage Area due to the lack of uniform surface and groundwater conditions within the Supplemental Coverage Area. The Member acknowledges that the dues, fees, and assessments for its initial year of membership will initially be calculated in accordance with the formula described in the attached Application, and that the dues, fees, and assessments may be different in subsequent years.

B. SPECIAL ASSESSMENTS. The Member shall pay to the Coalition its pro rata share of such other special assessments as are determined to be necessary from time to time by the board of directors of the Coalition. The Member understands and agrees that the Coalition may distinguish between Members within the Supplemental Coverage Area and Members within the Primary Coverage Area for purposes of levying special assessments. For example, certain special assessments may relate to activities that affect only those Members within the Primary Coverage Area or only those Members within the Supplemental Coverage Area.

C. BINDING CONTRACTUAL OBLIGATION. The Member shall pay any dues, fees or assessments made by the Coalition's board of directors in consideration of the services and opportunities the Member receives from the Coalition. Pursuant to this Agreement, the Member agrees and acknowledges that dues, fees, or assessments as determined by the Coalition's Board of Directors relating to liabilities that accrued or relate to matters that arose or existed during a Member's membership in the Coalition are contractual obligations of the Member, regardless of whether the Member subsequently resigns, is expelled, or this Agreement is terminated.

5. MEMBER'S OBLIGATIONS.

A. BYLAWS, RULES, REGULATIONS AND RESOLUTIONS. The Member hereby accepts and consents to be bound by, and promises and agrees fully to conform to and observe the existing articles of incorporation, bylaws, this Agreement, the terms and conditions stated in the Application, and the rules, regulations and resolutions of the Coalition promulgated by its board of directors which are now in force and effect and as such rules, regulations and resolutions are hereafter added, changed or amended.

B. INDEMNIFICATION OF COALITION. The Member shall defend, with counsel acceptable to the Coalition, and indemnify and hold the Coalition, the property of the Coalition, its Directors and Members and their property, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the Member's failure to comply with the Coalition's articles of incorporation, bylaws, this Agreement, the terms and conditions stated in the Application, or the Coalition's rules, regulations or board resolutions or federal, state or other law.

6. COALITION'S OBLIGATIONS.

A. EQUITABLE TREATMENT. The Coalition shall treat all Members, including the Member, fairly and equitably, in accordance with the Coalition's articles of incorporation and bylaws.

B. DISSEMINATION OF INFORMATION. The Coalition shall acquire, exchange, interpret, and disseminate data and analysis relating to the specific purposes of the Coalition to and for the benefit of its Members, including the Member.

7. CONFIDENTIALITY.

The Member shall keep information that is disseminated amongst the Coalition's Members, including information discussed at Coalition meetings, absolutely confidential, and will not disclose such information to any person or entity that is not a Member of the Coalition, except as otherwise authorized in writing by the Coalition or required by law. The Coalition shall keep all of the following information (the "Confidential Member Information") confidential, whether disclosed by the Member or discovered by the Coalition: (a) any books, records, computer printouts, product designs or other information regarding the Member or its lessee, or their respective agricultural or marketing operations or businesses, (b) any information regarding the Member's or its lessee's water well pumping quantities, rates, demands or operations on the Property or on any other lands, and (c) any other information that a Member or its lessee discloses to the Coalition which is labeled on the front of the paper or electronic document as being proprietary and confidential trade secret information or that the Member or the Member's lessee requests (either in writing or orally followed by written confirmation) be held confidential as being proprietary and trade secret information, except to the extent that any of the Confidential Member Information (i) is already in the public domain by reason of prior publication through no act or omission of the Coalition or its employees or agents, or (ii) the Confidential Member Information is required to be disclosed by the Coalition or the Member or its lessee under the regulations, rules, and orders of the Board pursuant to its Irrigated Lands Regulatory Program, including the Order. The Coalition shall not disclose the Confidential Member Information to any person, except when required by law or by lawful process, subpoena or court order. Whenever any disclosure of the Confidential Member Information by the Coalition is required by law or by lawful process, subpoena or court order, the Coalition shall not disclose the Confidential Member Information without first promptly notifying the Member of the proposed disclosure and providing the Member five (5) business days in which to seek a protective order or similar measure as may be available under the circumstances. If the Coalition is not notified in writing of the protective order within such five (5) business day period, then it may release the Confidential Member Information in compliance with the law or lawful process, subpoena or court order.

8. ENFORCEMENT; DISPUTE RESOLUTION.

A. EQUITABLE RELIEF. In the event of a breach or any threatened breach of this Membership Agreement by the Member, it is agreed that the Coalition will suffer irreparable harm. Accordingly, the Coalition, in addition to any other remedy to which it is entitled, will be entitled to an injunction to prevent the breach or further breach, and to a decree of specific performance of this Agreement. The Member agrees that a court may issue to the Coalition any requested injunctive relief upon a prima facie showing by verified complaint that the Member has violated the terms of this Agreement. The Member agrees that such injunctive relief shall be issued pursuant to Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the California Code of Civil Procedure, except that the showing of irreparable harm or of inadequate remedy at law specified by Section 526 or 527 is not required. The Member agrees that no bond will be required to be posted by the Coalition as a condition for the issuance of any injunctive relief. Pending the adjudication of an action and upon the filing of a verified complaint showing a breach or threatened breach of this Agreement, the Coalition shall be entitled to a temporary restraining order and a preliminary injunction against the Member.

B. CHOICE OF REMEDIES. No remedy conferred upon the Coalition is intended to be exclusive of any other remedy, but each and every remedy will be cumulative and will be in addition to every other remedy given herein or now or hereafter in existing law or equity or by statute. The Coalition may enforce any and all of such remedies either separately or concurrently.

C. PERFORMANCE EXCUSED. In the event that either party to this Agreement is unable to perform by reason of strikes, lockouts, fire, explosion, war, Act of God, or other happenings or cause, beyond the reasonable control of such party, performance of this Agreement by such party will be excused as long, but only so long, and to such extent as performance is prevented thereby.

D. HEIRS; SUCCESSORS; ASSIGNS. This Agreement shall be binding on, and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned or transferred by the Member voluntarily or by operation of law without the express written consent of the Coalition.

E. NOTICES. All notices to be given under this Agreement will be considered delivered when mailed to the parties by United States mail, postage prepaid, addressed as follows:

i. Coalition:

Westside Water Quality Coalition
Attn: Greg Hammett
21908 7th Standard Road
McKittrick, CA 93251

ii. Member:

or to such other places as the parties may by written notice designate.

F. INCLUDED PROVISIONS; ENTIRE AGREEMENT. The articles of incorporation and bylaws of the Coalition, as they exist from time to time, are incorporated into this Agreement by reference. This Agreement and the articles of incorporation and bylaws constitute the entire agreement between the parties, and there are no other conditions, promises, representations, or inducements in addition to or at variance with any of the terms of this Agreement. The Member hereby acknowledges receipt of a copy of the articles of incorporation and the bylaws of the Coalition and assents thereto and agrees to be bound thereby together with any amendment thereto.

G. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, provided that such portion is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement will continue in effect.

H. GOVERNING LAW; VENUE. This Agreement will be subject to, construed, enforced and governed by the laws of the State of California. Venue for any method of dispute resolution will be Kern County, California.

I. CERTIFICATE OF MEMBERSHIP. Upon the execution of this Agreement by the Coalition, this Agreement will constitute the Member's Certificate of Membership.

The parties have executed this Membership Agreement the day and year written above.

MEMBER

By: _____

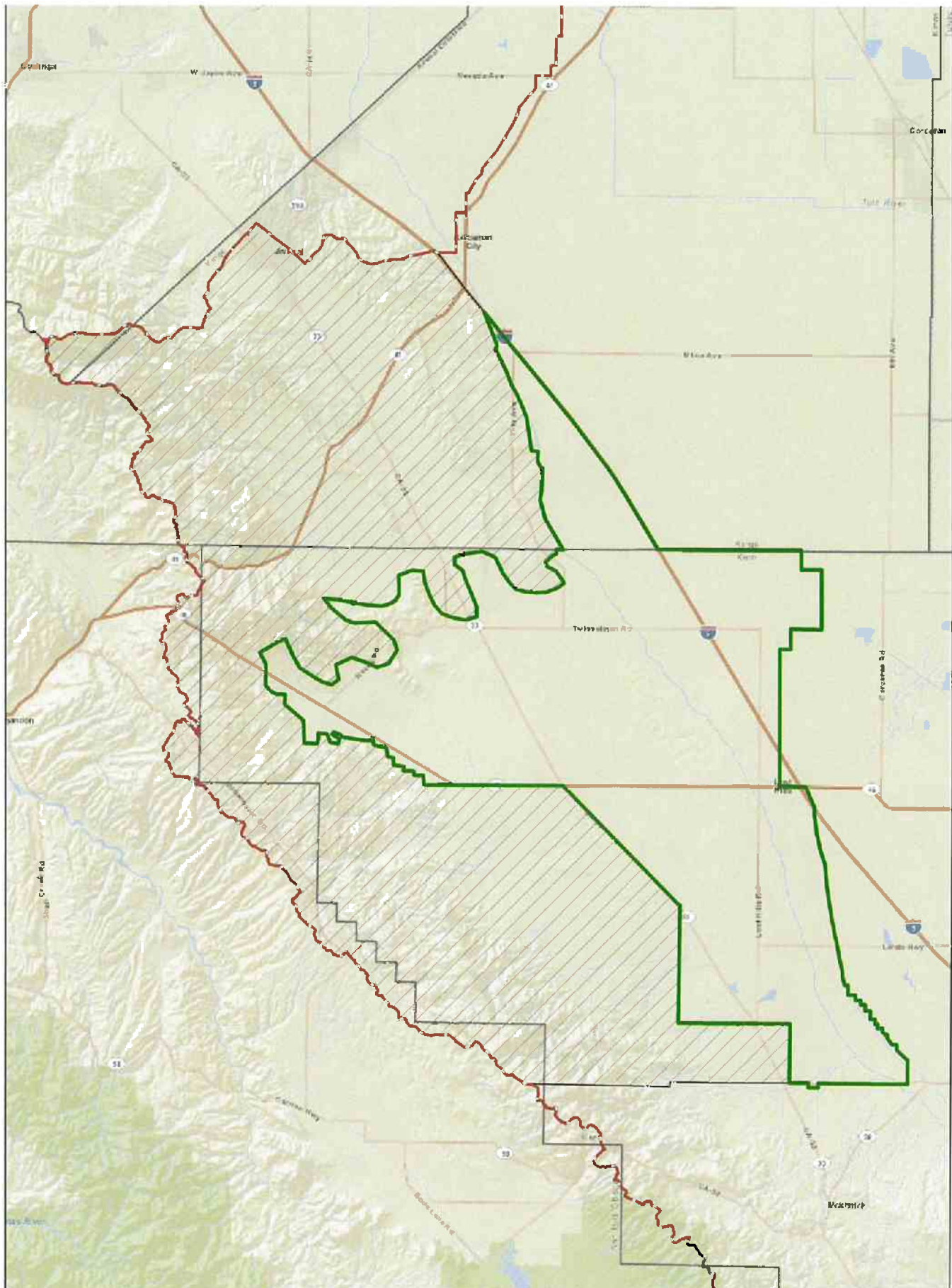
COALITION

WESTSIDE WATER QUALITY
COALITION

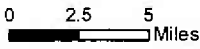
By: _____

Its: Chairperson

EXHIBIT "A"



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Legend

- Tulare Lake Basin Area
- Westside Water Quality Coalition (Primary Coverage Area)
- Westside Water Quality Coalition (Supplemental Coverage Area)

Westside Water Quality Coalition

Boundary Map