

Sustainable Farming Association of Minnesota

Chapter Charter

For Regional Committee Chapters

This Agreement, dated _____, is between the Sustainable Farming Association of Minnesota (hereinafter referred to as the Association) and the _____ Chapter of the Sustainable Farming Association (hereinafter referred to as the Chapter).

As a 501(c)(3) non-profit corporation, Sustainable Farming Association of Minnesota is by design a grassroots organization, with the intention that the common mission and goals of the organization will be determined and achieved by Chapters operating in regions across the state. It is an inherently “bottom up” organization, meant to be run by the Chapters through their representative delegates to the Association’s Board of Directors, with the Association acting as the fiscal agent and statewide coordinator.

This particular charter is specific to “Regional Committee” Chapters, as defined in the Bylaws, which operate as committees of the Association, and which are not incorporated as separate 501(c)(3) non-profit corporations. All Chapters are either such Regional Committees, or Incorporated Chapters. Incorporated Chapters operate under a different charter.

This document is designed to facilitate legal and effective operation of the organization.

The Chapter that signs this charter agrees to the following:

- 1) **AUTHORITY.** The Chapter shall follow the Articles of Incorporation, Bylaws and Policies of the Association. Chapters will adopt no bylaws or policies in opposition to Association bylaws and policies.
- 2) **FINANCIAL.** The Chapter shall manage all finances through the Association Board Treasurer. The Association Board Treasurer will keep accurate records of each Regional Committee’s account and, except for dues, will ensure that monies received from a Regional Committee are available only to that particular Regional Committee. The Chapter will not have a separate checking account. {Bylaws, Section 10.2}
- 3) **DUES.** Dues of five dollars per local chapter member per year shall be paid to the Association. Dues shall be set annually by the Association board. At least annually, the Chapter will transmit all member information to the SFA of MN Board Secretary to enable one master membership list. {Bylaws, Section 10.1, 2 and 10.2}
- 4) **MEETINGS.** A minimum of one local Chapter meeting shall be held each year, at which time memberships are generally renewed and the Chapter’s representative delegate to the SFA Board is selected {Bylaws, Section 3.2}. This meeting should take place within the 60 days prior to the Association’s Annual Meeting in mid-February.
- 5) **MINUTES.** A record of all issues discussed and decisions made at the Chapter meetings shall be kept and made available to the Association upon request.

- 6) **AUTHORITY TO BIND ASSOCIATION.** The Chapter shall not enter into any agreement or incur any obligations on the Association's behalf, or commit the Association in any manner without the Association's prior written consent.
- 7) **TERMINATION.** Either party may terminate this Agreement at any time pursuant to Bylaws Section 10. Termination of this Agreement shall not relieve the Chapter of its obligations to pay the Association any membership fees collected, due, or owing at the time of termination. Funds remaining in the Chapter's account shall be transferred to the general fund.
- 8) **REPRESENTATIVE.** Chapters shall select from their membership one representative to serve on the Association's Board of Directors for a term of three years. {Bylaws Section 10.1, 1}
- 9) The Association and the Chapter shall renew the Charter every three years.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date written above.

THE SUSTAINABLE FARMING
ASSOCIATION OF MINNESOTA

CHAPTER OF THE SUSTAINABLE
FARMING ASSOCIATION

BY: _____

BY: _____

ITS: _____

ITS: _____