



**East Kauai
Water Users' Cooperative**

Post Office Box 800
Kapaa, Hawaii, 96746
Phone:
Fax:

Associate Membership Agreement

I. Member

Name: _____
Address: _____
Home Phone: _____ Business Phone _____
Fax: _____ E-mail: _____ Cell Phone _____

II. Agreement with Cooperative

1. I hereby agree to become an Associate Member of the East Kauai Water Users' Cooperative ("Cooperative").
2. I agree to comply with, abide by, and be bound by the Cooperative's Articles of Association, the Bylaws, this Agreement, the Cooperative Rules and any other action taken by the Board of Directors having general application to all the members, and as to any and all amendments duly adopted as to the Articles, Bylaws, and Rules.
3. I agree to pay a minimum annual membership fee of One Hundred Twenty and no/100 Dollars (\$120.00) to the Cooperative, due upon the signing of this Agreement. I wish to pledge an additional amount of \$_____.
4. I further agree to comply with, abide by, and be bound by the terms and conditions contained in the General Provisions of the East Kauai Water Users' Cooperative attached to this Agreement.

Member:

(signed)

Date: _____

Accepted by the East Kauai Water Users' Cooperative:

By: _____ **Date:** _____
Its President

By: _____ **Date:** _____
Its Secretary

General Provisions Of The East Kauai Water Users' Cooperative

1. An Associate Member may be an individual or individuals, a partnership, a corporation or a cooperative. If this Agreement is signed by an individual on behalf of an Associate Member, the individual so signing warrants that he is authorized to sign on behalf of the Associate Member and agrees that this Agreement is binding upon the Associate Member.
2. The Associate Member hereby acknowledges receipt of a true and correct copy of the Cooperative Articles, Bylaws and Rules and hereby gives his full assent to and approval thereof, with like force and effect as if the Associate Member's signature has been affixed to the original Bylaws and rules. The Associate Member understands and agrees that the Associate Member shall have the right to attend and participate in, but not to vote at, any Cooperative meeting.
3. There are no oral or other conditions, promises, covenants, representations or inducements in addition to, or at variance with any of the terms of this Agreement. This Agreement represents the voluntary and clear understanding of both parties fully and completely. This Agreement may not be modified except in writing and is signed by both parties or their duly authorized representatives.
4. This Agreement shall be governed by and interpreted under the laws of the State of Hawaii. If any term of this Agreement conflicts with the law, all other terms of this Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Agreement which conflict with the law can be severed from the remaining terms, and the remaining terms will still be enforced.
5. This Agreement may be terminated by the Associate Member by giving written notice thereof to the Cooperative. The Cooperative may terminate this Agreement by giving written notice thereof to the Associate Member at any time throughout the year during which the Agreement is in effect. Any notice of termination by either the member or the Cooperative given in accordance with this section shall become effective upon the receipt of such notice. The Associate Member shall not be entitled to a refund of any or all of the Associate Member's annual membership fee upon termination.