



## California Olive Oil Council

### Membership Agreement 2020-2021

#### **Letter to the Members**

Dear Members,

Thank you for your support of the California Olive Oil Council for the 2020 - 2021 harvest year. As a marketing and trade association, the COOC staff and Board of Directors are constantly looking for avenues to increase the value of the COOC to its members.

The demand for California grown, certified extra virgin olive oil continues to flourish. The COOC aggressively promotes its members in the marketplace through events, seminars, trade shows, various media outreach platforms, and the goal is to expand the programs each year.

The Statement of Mission & Code of Ethics and Standards is reviewed and amended each year. Based on member feedback, we have worked to streamline and focus this document to be as clear and concise as possible. We ask that you are diligent in reviewing the materials.

Your company is considered the 'member' of the California Olive Oil Council and representatives are listed in the member profile. The primary contact for the COOC is the first contact listed under the membership. All other contacts, including proprietors (if not the primary contact) should be listed in the 'Additional Representatives' section of the profile.

- Representatives should use an email, this will be your **username**, and **password** that will be accessible to all representatives listed under the membership.
  - Each representative will **not** have an individual login.
- The COOC will not release its member's information, including username and password, nor provide rights to a profile, to anyone not listed as a representative without written authorization from a listed representative.
- If the primary representative leaves the company during the membership year, the proprietor should update the member profile and contact the COOC immediately with the changes.
- Space is allotted in the agreement for members to add individuals within their organization to our e-communications contact list. These individuals will not be listed on the COOC website; however, they will be updated with all events, news and other communications.

Please return **Pages 2 and 5-8** for the completion of your Membership Agreement.

**Renewing members:** Instead of completing the sections in this Agreement, it is recommended that you review your member profile on the COOC website, update any dated information and complete the renewal online. This will expedite the process for you.

The COOC continues to be committed to supporting its members. Contact the COOC at [info@cooc.com](mailto:info@cooc.com) or 888.718.9830 with any of concerns, comments or questions.

Thank you for your support!

The California Olive Oil Council



**California Olive Oil Council**

**Membership Agreement 2020-2021**

**Statement of Mission & Code of Ethics**

The California Olive Oil Council is a trade association with the mission of encouraging the consumption of certified California extra virgin olive oil through education, outreach and communications. The COOC is committed to upholding the highest standards within the olive oil industry through its Seal Certification Program.

Central to that purpose is the establishment and maintenance of a reputation both for producing the highest quality oil and for practicing faultless truth in labeling. The members recognize that any labeling or marketing practice that is misleading to the consumer or unfair to competitors may jeopardize that reputation. Therefore, as a condition of membership in the COOC, I agree as follows:

- I, as well as any entity with which I am affiliated will make every effort to avoid misleading consumers with respect to olive oil. I will not use strident or inflammatory language on my website, in my communications or marketing materials.
- Any oil with the designation of extra virgin olive oil from California that is produced, bottled, marketed or labeled by me, or at the direction of any entity with which I am affiliated, will be certified as extra virgin by the COOC, and all marketing activities and materials will be consistent with the terms and conditions of that certification.
- Any oil labeled as extra virgin olive oil from areas other than California that is produced, bottled or labeled by me, or at my direction or at the direction of any entity with which I am affiliated will conform to the relevant labeling standards in effect as of July 1, 2020 and all relevant updates throughout the course of the membership year; all marketing activities and materials will be consistent with those standards<sup>1</sup>.
- All extra virgin olive oil produced, bottled, marketed or labeled will comply with COOC as well as state and federal requirements
- Use of the COOC Seal of Certification is contingent on compliance with stipulations as outlined in Exhibit A of the Standards and the annual certification documentation.
- If any action (legal or otherwise) or proceeding arises out of or relating to this Agreement, the COOC shall be entitled to receive, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding.
- I have read and understand the standards and requirements as outlined in the COOC Standards

I have read and understood the COOC’s California Extra Virgin Olive Oil Standards and Label & Promotional Material Disclosure Requirements (Exhibit B of the Standards). I and all those associated with this membership pledge to comply with both the letter and the spirit of this Statement of Mission & Code of Ethics and agree that failure to do so constitutes cause for review of membership status and may lead to membership termination. The 2020-2021-member year runs from July 1, 2020 - June 30, 2021.

Signature of Primary Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Representative (print): \_\_\_\_\_

Company: \_\_\_\_\_

<sup>1</sup> COOC Standards: <https://www.cooc.com/wp-content/uploads/2020/08/2020-Attachment-B-Standards-Requirements.pdf>



## California Olive Oil Council

### Membership Agreement 2020-2021

#### **Membership Program**

The COOC is a member-based and financed 501(c)6 non-profit, trade and marketing association. Your contribution of support is greatly appreciated. **All members, regardless of production or affiliation, may contact the COOC to upgrade to any level during the member year.**

Below is a list of the membership benefits, requirements, Tier levels and fees at which companies (the member) can register. For olive oil **producers**, Tier levels are dependent on an average of your total production over the last three consecutive harvests (2017, 2018 and 2019). For members not producing their own olive oil, registration is distinguished by growers, private label entities or industry affiliate.

#### ***Membership Benefits***

Becoming a member of the COOC grants:

- A listing on the COOC website *Meet Our Members* page with website and social media links directing consumers to your company
- Company information included on all applicable pages of the COOC website (i.e. *Custom Milling, Bulk Olive Oils, Industry Resources, etc.*)
- Opportunity to exhibit at COOC sponsored events highlighting your product
- Communications including social media, outreach and marketing opportunities
- Access to leading industry resources and contacts
- Communications including industry news, events, competitions and more
- Invitation to COOC Annual Member Meeting
- Voting privileges for board elections
- Access to the “California Grown” Logo to promote your product
  - Note that this program is available only to active COOC members. License ends if COOC membership becomes inactive.
  - More information can be found on the [CA Grown<sup>2</sup>](#) page of the COOC website



#### ***Requirements for Producing Members***

- All oils certified by the California Olive Oil Council must be from 100% grown and produced California olives
- All California olive oil labeled extra virgin must be submitted for the Seal Certification Program prior to the deadline
- Blends from multiple harvest years will not be certified by the COOC
- Harvest date is required on the extra virgin olive oil packaging
- “Best if Used By” date is optional for all members with the exception of producers greater than 5,000 gallons, as required by the Olive Oil Commission of California regulation
  - The “Best if Used By” date should not exceed 24 months unless technical support<sup>3</sup> is provided
- Members must abide by all requirements set forth in the Certification Mark and Intellectual Property License Agreement<sup>4</sup>
- Must abide by COOC Standards<sup>5</sup>

<sup>2</sup> California Grown Information Page: <https://www.cooc.com/use-of-the-ca-grown-logo/>

<sup>3</sup> Determining Best If Used By Date: <https://www.cooc.com/wp-content/uploads/2020/06/Determining-Best-By-Date.pdf>

<sup>4</sup> Certification License Agreement: <https://www.cooc.com/wp-content/uploads/2020/07/2020-Seal-Certification-Kit-CLA.pdf>

<sup>5</sup> Attachment B: Standards: <https://www.cooc.com/wp-content/uploads/2020/08/2020-Attachment-B-Standards-Requirements.pdf>



## California Olive Oil Council

### Membership Agreement 2020-2021

#### *Tiers and Fees*

For olive oil **producers**, Tier levels are dependent on an average of your total production over the last three consecutive harvests (2017, 2018 and 2019). In the case that you do not have the data for the ‘three-year formula’, the tier level at which you register should be based off your estimated production for the 2020 Harvest.

<b><u>Tier 6</u></b> Producers of 75,001 gallons or more.....	<b>\$ 6,500.00</b>
<b><u>Tier 5</u></b> Producers of 20,001 - 75,000 gallons.....	<b>\$ 4,500.00</b>
<b><u>Tier 4</u></b> Producers of 5,001 - 20,000 gallons.....	<b>\$ 2,000.00</b>
<b><u>Tier 3</u></b> Producers of 2,501 - 5,000 gallons.....	<b>\$ 1,000.00</b>
<b><u>Tier 2</u></b> Producers of 501 – 2,500 gallons.....	<b>\$ 500.00</b>
<b><u>Tier 1</u></b> Producers of 100 - 500 gallons.....	<b>\$ 400.00</b>
<b><u>Micro-producer</u></b> (99 gallons or less) Tier.....	<b>\$ 300.00</b>
<b><u>Growers (non-producers) Tier</u></b> .....	<b>\$ 300.00</b>

This tier is for companies that are:

- growing olives for olive oil but, do not produce themselves
- new to the olive oil industry but, have not started to produce olive oil

<b><u>Retailers and Private Label Entities Tier</u></b> .....	<b>\$ 750.00</b>
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This tier is for retailers of extra virgin olive oil and companies that source olive oil from producers to sell under their own brand label.

<b><u>Industry Affiliates Tier</u></b> .....	<b>\$ 500.00</b>
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This category is to include companies that provide industry resources and services to olive oil producers and growers but, are not producers or growers themselves.

This tier has the opportunity to exhibit in the COOC Annual Member Meeting Trade Show

Companies include but, are not limited to:

- Nurseries
- Mills
- Orchard management
- Packaging providers
- Marketing
- Consultants
- Restaurants & chefs
- Orchard equipment suppliers
- Equipment and installation
- Graphic Design



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Membership Profile, Level & Dues Calculation

Member Profile

Trade Name/DBA: \_\_\_\_\_
(As will be displayed on COOC website)

Legal Business Name: \_\_\_\_\_
(If applicable or different from Trade Name/DBA)

Primary Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_
(This should be the primary contact person for the COOC)

Primary Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Member Email: \_\_\_\_\_
(This email will also act as the member username for the COOC website; all representatives should know this username)

Primary Representative Email: \_\_\_\_\_
(If different from the Member Email)

Company Email for Consumers: \_\_\_\_\_
(Will be listed on Meet the Members page)

Facebook Page URL: https://www.facebook.com/\_\_\_\_\_

Instagram Handle URL: https://www.instagram.com/\_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Country: \_\_\_\_\_

Shipping Address (If different from Billing Address - Please note that the COOC does NOT utilize services that deliver to a PO Box. This should be the location that items such as COOC Seal stickers are shipped to)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Country: \_\_\_\_\_

Additional Representatives: These should be individuals that will be in regular contact with COOC staff, i.e. marketing contact, sales contact, milling contact, etc. (Do not list the primary representative below)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



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**E-communications:** Other than the representatives listed above, please list any individuals who should receive our e-communications, including the OLEA Newsletter and e-blasts about events and opportunities. These individuals will only be added to our internal contact list and will not be listed on the COOC website.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

*Services/Operations*

**Where to Buy** (include links and list only if you have them on your website)

E-commerce page: \_\_\_\_\_

Retail store and farmer’s markets list: \_\_\_\_\_

Shipping information & fees: \_\_\_\_\_

**Visit a Member Page**

Check all that apply:

Tours  Mill Visits  Tasting Room  Retail Store  Accommodations (Restaurant, rentals, etc.)

Other: \_\_\_\_\_ Describe Accommodation: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Link to your ‘Visit’ webpage: \_\_\_\_\_

Address you allow visitors:

Billing Address  Shipping Address  Other: Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Description (should include information such as hours, terms of visitation i.e. # of people per tour/tasting, parking, fees, club/subscription opportunities and if food is available for purchase): \_\_\_\_\_

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**Industry Resources** (This will be listed on the *Industry Resources* page of the COOC website)

- Approved Labs
- Equipment & Fabrications
- Agricultural Supplies & Pest Control
- Packaging/Bottling/Label/Art/Graphic Design
- Custom Mills (please list tonnage requirements below)
- Other: \_\_\_\_\_
- Consulting
- Olive Tree Sourcing
- Tabletop / Artwork
- Bulk Olive Oils
- Marketing

**Description of Services: (maximum character count: 250)**

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**California Olive Oil Council**

**Membership Agreement 2020-2021**

All members, regardless of production or affiliation, may contact the COOC to upgrade to any level during the membership year. Renewing members, completing this application 45 days after your renewal date are subject to a \$50 administrative fee. The COOC is a member-based and financed non-profit 501(c)6 trade and marketing association. Your contribution of support is greatly appreciated.

Please check one:

<input type="checkbox"/> Tier 6 - 75,001 gallons or more per year	\$ 6,500.00
<input type="checkbox"/> Tier 5 - 20,001-75,000 gallons per year	\$ 4,500.00
<input type="checkbox"/> Tier 4 - 5,001-20,000 gallons per year	\$ 2,000.00
<input type="checkbox"/> Tier 3 - 2,501-5,000 gallons per year	\$ 1,000.00
<input type="checkbox"/> Tier 2 - 501-2,500 gallons per year	\$ 500.00
<input type="checkbox"/> Tier 1 - 100-500 gallons per year	\$ 400.00
<input type="checkbox"/> Micro-producer (<100 gallons) Tier	\$ 300.00
<input type="checkbox"/> Grower (<100 gallons) Tier	\$ 300.00
<input type="checkbox"/> Retailers   Private Label Entities Tier	\$ 750.00
<input type="checkbox"/> Industry Affiliate Tier	\$ 500.00

The COOC is grateful for general contributions that are made to help support the marketing and operations of our organization, including but not limited to staffing, educational opportunities and outreach.

Check the box for your contribution:

\$100

Other Amount \$ \_\_\_\_\_

Membership Dues	
Donations and Contributions	
Administrative Fee (Applied if 45 days past renewal date) - \$50.00	
<b>Total</b>	

**Payment Information**

CC#: \_\_\_\_\_ Expiration date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Business Name as it appears on the card (if applicable): \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_

I certify that I am authorized to sign on behalf of the Member and so bind and commit the Member to contracts with the COOC, and that I am signing this Membership Agreement in that capacity.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am sending a check - Checks can be made out to the COOC. Mail Agreement and payment to 801 Camelia Street, Suite D, Berkeley, CA 94710