

Herd Name: _____

Herd Code: _____

Eastern New Mexico Dairy Herd Improvement Association Membership Agreement

The undersigned ("Producer") hereby applies for membership in the Eastern New Mexico DHIA ("Association"), a New Mexico non-profit corporation, and if accepted, in order to facilitate the orderly operation of the Association, agrees as follows:

1. Term of Membership. The term of this Agreement shall be for an initial period of one (1) year commencing upon the approval date of the Board of Directors of the Eastern New Mexico DHIA and shall be automatically renewed for additional one (1) year periods unless terminated by the Producer or by the Association as provided by the bylaws of the Association.

2. Testing and Record Keeping. Testing and record keeping shall be conducted in accordance with all policies and procedures of the Association, the DHIA West AccuCheck™ Quality Assurance Program, DHIA WEST standard operating procedures and policies, the Council on Dairy Cattle Breeding standards, the NDHIA Code of Ethics and Uniform Data Collection Procedures, as each presently exists or as amended from time to time. The Producer acknowledges having received and read a copy of the current version of the above-mentioned policies and procedures and agrees to be subject to them and stay informed of any changes thereto during the term of this Agreement.

3. Published Records. The Producer shall properly and accurately represent all records the Producer publishes or otherwise makes available for publication or other uses.

4. Payments. The Producer shall pay the association the monthly fees in the amount, manner and at the time established by the Board of Directors of the Association, as may be changed from time to time. In addition, the Producer shall pay any special assessments of fees as directed by the Association and/or the DHIA WEST.

5. Cooperation with Field Technicians. The Producer shall cooperate fully with the Field Technician(s) during test day in providing all the information necessary to accurately complete the form(s) and or data entry used in the record keeping system(s) in which the producer is enrolled.

6. Use of Records. The Producer acknowledges and consents to the use of its records for education, research, and genetic evaluation programs in accordance with the USDA-AIPL and DHIA WEST policies. The Producer acknowledges having received and read a copy of the current version of such policy and agrees to abide by and be bound by the provisions of such policy and to stay informed of any changes thereto during the term of this Agreement.

7. Compliance with Policies and Procedures. The Producer hereby acknowledges that the Association, upon the determination by the Association of fraudulent practices by the Producer, or failure by the Producer to comply with applicable policies and procedures, has the authority to terminate the Producer's membership in the Association and to refuse to certify the Producer's records for use in education, research or genetic evaluation programs.

8. Disputes. The Producer shall abide by the decision of the Board of Directors of the Association in all differences of opinion regarding the quality of the service and operation of the Association. With respect to all other matters, including, but not limited to disputes over the certification of records, producer conduct, and the nature and provision of testing and other services, the parties agree to a binding resolution of their differences in accordance with the DHIA WEST Due Process and Arbitration Policy, a copy of which is attached and the receipt of which the parties acknowledge by their signatures. The Producer shall further submit all complaints in writing to the Board of Directors of this Association with a copy to the Association's Manager for review and action within thirty (30) days of the date of the

incident giving rise to the complaint. Thereafter, in the event the dispute has not been resolved to the satisfaction of the Producer, the parties agree that any controversy or claim between the parties, including, but not limited to those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith, shall be determined by arbitration in accordance with the DHIA WEST Due Process and Arbitration Policy, as such policy may be amended from time to time. The Producer acknowledges having read a copy of the current version of such policy and agrees to be subject to such policy and stay informed of any changes thereto during the term of this Agreement.

NOTICE: BY THE INITIATING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS STATED ABOVE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE DHIA WEST ARBITRATION POLICY ADOPTED IN ACCORDANCE WITH FEDERAL LAW AND THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIATING IN THE SPACE BELOW THEY ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE DHIA WEST ARBITRATION POLICY. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THEY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE LAW OF THE STATE OF INCORPORATION OF THE ASSOCIATION. THE AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT SUBJECT DISPUTES TO NEUTRAL ARBITRATION.

Association: _____
President/Secretary Initials

Producer: _____
Owner's Initials

9. Effective Date. This agreement shall become effective and binding upon the Producer and the Association at the time this Agreement is accepted by the Board of Directors of this Association and executed by the President or Secretary of this Association.

10. Assignment. This Agreement shall not be assigned in whole or part by the Producer.

11. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of **New Mexico**.

<p>“Association”</p> <p>EASTERN NM DHIA</p> <hr style="width: 50%; margin: 10px auto;"/> <p>President/Secretary</p> <p>Date: _____</p>

“Producer”

Dairy Name: _____
(Please Print)

Owners Name: _____
(Please Print)

 Signature of Herd Owner or Authorized Representative

Date: _____

Signature of Partner: _____
(if a Partnership)

Date: _____

Signature of Partner: _____
(if a Partnership)

Date: _____