



BALTIMOREBIODIESEL.ORG

BALTIMORE BIODIESEL COOPERATIVE
Membership Application and Agreement

This form represents an agreement between the Charm 21 (d.b.a.) Baltimore Biodiesel ("Coop") and "you." Your email, phone and address are for coop contact use only and will not be shared or released to anyone else.

Name: _____ Member #: _____
[please print]

Names of Other Family Members: _____

Full Mailing Address: _____

City _____ State _____ Zip _____

Phone: _____ email: _____

Estimated Monthly Use: _____

Please choose one:

- | | | |
|--------------------|-------|--|
| One Day Member | _____ | No annual fee, fuel is 125% of current member price |
| Non Fueling Member | _____ | \$30 annually |
| Full Member | _____ | \$100 (includes \$30 annual fee plus \$70 first time charge) |

How paid:

- | | | |
|-------------|-------|------------------|
| Check | _____ | (check # _____) |
| Credit card | _____ | (M/C, Visa, Amx) |

This application and agreement (and all terms mentioned herein) applies only to the above mentioned parties, and supersedes any previous versions. It is the responsibility of the member to read information before purchasing biodiesel fuels. Please call if you have any questions.

I. Mission

To promote the use of clean burning biodiesel in the Baltimore metropolitan area.

II. Member Owned Organization:

The Biodiesel Cooperative is a Member-driven entity. Members are the backbone of the Cooperative, and are the motivating force in promoting the use of biodiesel in Baltimore. Each member is entitled to all the rights and benefits of membership including but not limited to: the right to purchase fuel that is renewable, the right to lower emissions, the right to fuel from local sources, and the right to be informed on local biodiesel issues.

III. How the Coop Works

Coop Members join by contributing \$100 as a membership fee. Of that amount, \$30 is an annual fee that helps support the overhead of the coop. The remaining \$70 is a potentially refundable deposit, that will be applied to

initial fuel purchases, at a time that the finance committee determines that it is economically feasible.

The coop will use available funds to buy biodiesel in bulk and have it delivered to a storage tank at 28th and Sisson St. Members will be able to use a swipe card to purchase their fuel, as well as any other products that the coop may be selling. Members will attend the tank on predetermined days and ensure that the fuel is being dispensed accurately and responsibly. In order to avoid purchasing expensive metering equipment certified for retail trade, the coop uses accurate but reasonably priced fuel meters that may not be certified for retail trade by Maryland Weights and Measures.

The process to become and remain a member is as follows:

- A. A Membership Application must be completed and signed, and given to the Cooperative with a membership fee of not less than \$100.00. Additional donations will be accepted as a non-recourse loan or donation based on the preference of the coop member.
- B. The cooperative will issue the member a receipt indicating the level of membership and the amount paid, with the member's name.
- C. Starting July 1, 2006 and by each July 1 for each year thereafter, all levels of members are required to pay annual renewal dues, in an amount to be determined by the Board of Directors, but which is initially \$30.00 for non business fueling use members and \$100.00 for business fueling use members.
- D. Biodiesel fuel will only be sold to members in good standing.

IV. Ad Hoc Groups

It may be advantageous to create subgroups within the Coop community in order to deal with specific issues as they come up. For example, it would be helpful to have volunteers form an "Communications and Outreach Group" to promote our activities and recruit new members.

V. Rights and Obligations of Members

All Cooperative members have rights and obligations.

- A. The Cooperative Principles will be followed, to the fullest extent possible.
- B. All members will receive the periodic publications and communications disseminated by the Cooperative.
- C. Only members can serve on the Board of Directors when established, although all levels of members may otherwise serve on committees or participate in activities.
- D. Only paid members in good standing can vote or have fueling privilege.
- E. Only voting members may inspect the books and records or obtain membership lists.
- F. The fueling membership ability is not transferable without Board Approval. Individual members of the same family unit living at the same address can apply for and receive one family membership.
- G. The coop will provide the fuel to members at cost plus a mark up, determined by the finance committee, on an as needed basis that will cover site rental, insurance, accounting etc.

VI. Biodiesel:

Quality of the fuel is very important to all of us. The Coop will only distribute biodiesel manufactured to ASTM D-6751 standards. Although tax provisions may dictate that B99 or B99.9 are the only fuel available, the coop will seek to provide pure biodiesel (B100) whenever possible.

VII. Member Responsibility and Disclosure:

Coop Members will effectively run the entity. From dispensing the fuel to marketing promotional materials to soliciting new Members, Coop Members will take the lead. One of the goals is to make biodiesel available for members, *but the broader mission is to promote biodiesel to the larger community*. We hope that Members will become “biodiesel ambassadors” and help lead the movement of promoting clean fuels.

It is also important that Members recognize that there are people and organizations that would prefer not to see biodiesel become a viable fuel of the future. Therefore, Members are expected to maintain a high level of professionalism to ensure that the biodiesel movement acquires a respectable reputation. Each member will provide the coop with any requested information regarding the performance of biodiesel or any issues that the member observes while using the fuel. If you change or add vehicles covered under your membership agreement you should update your agreement form accordingly with the Make, Model and Year of the vehicle.

VIII. Fuel Metering and Dispensing: You expressly agree as a condition of using Coop biodiesel that the quantity of fuel dispensed is that which is reported by the Coop's existing equipment, which may not be certified as “legal for trade” by the Maryland Department of Agriculture, Weights and Measures Section.

IX. Precautions and disclaimers: The following are facts concerning biodiesel and its usage. You as a user must be aware of and responsible for these qualities of biodiesel fuel:

1. Disclaimer: YOU EXPRESSLY AGREE THAT THE USE OF BIODIESEL IS AT YOUR SOLE RISK. NEITHER CHARM 21, d.b.a BALTIMORE BIODIESEL, THE CHESAPEAKE SUSTAINABLE BUSINESS ALLIANCE, THE PROPERTY OWNERS, BUSINESSES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS ARE LIABLE FOR DAMAGES OR LOSS OF MONEY RESULTING FROM THE USE OR ACCESS TO THE BIODIESEL.

2. Engine Warrantee: The use of biodiesel and biodiesel blends has not been approved by all engine manufacturers. Your use of the fuel may effect your warrantee, therefore you should check your owners manual or with your engine manufacturer before using biodiesel blends over B5. Be aware of this issue and use the fuel according to your own judgment. See the link below to engine warrantee statements.

3. Solvent Properties: Biodiesel, in addition to being fuel, is an effective solvent, and will act accordingly. This means that:

a. Biodiesel will dissolve existing solids—created through usage of petroleum (“petroleum”) diesel—in your vehicle's fuel system. These solids will clog your vehicle's fuel filter. *When this happens depends on many factors, but can be recognized by the following symptoms: power loss, engine sputtering, difficulty starting, and poor fuel mileage. When you notice these symptoms, you will have to replace your vehicle's fuel filter* (possibly more than once, depending on the amount of petroleum solids in the fuel system). *The biodiesel-coop.org recommends keeping at least one spare fuel filter on hand at all times.* Clogging of fuel filters also occurs with old fuel storage containers that contained petroleum diesel. When dealing with such large fuel tanks, fuel filters may have to be changed many times, and cleaning of the tank before biodiesel usage may be a more suitable alternative.

b. Biodiesel will, over time, dissolve most types of paint. For this reason, the Coop recommends keeping a clean, soft, dry rag on hand when fueling, to gently wipe off any spillage. When the rag becomes soaked with biodiesel, put it in a dark, closed storage container to await proper disposal. **Do not leave fuel-soaked rags crumpled up in the sun.** *Under such conditions, the rags are prone to spontaneous combustion due to oxidation and the heat generated during that process.*

c. Biodiesel will degrade rubber components in older vehicles' fuel systems faster than petroleum diesel. These components include some hoses, seals, and o-rings. Most diesel vehicles made after 1993 use synthetic components, eliminating this problem. *Please contact the manufacturer for answers on specific parts.* Should your rubber components need replacement, we recommend viton substitutes. Call us for more information.

3. Cold Weather Properties: Depending on its feedstock, biodiesel can gel at temperatures as high as 40 degrees Fahrenheit or higher without added anti-gel. If you operate in cold weather take precautions to prevent gelling which can include blending with petroleum or the use of cold weather treatments. This is especially recommended for vehicles with electronically-controlled, highly-sensitive fuel injection systems, such as those found in Volkswagen TDIs and Chevrolet/GMC Duramax's.

4. Vehicle Emissions and Performance: Because every engine is different, the Coop makes no claims about the emissions or performance when burning biodiesel fuel. Biodiesel will not have the same effects on every vehicle. Because the BTU value of biodiesel is slightly less than that of petroleum diesel no. 2, a small loss of power and fuel economy is to be expected, although this is mitigated by biodiesel's higher lubricity and cetane number.

5. Biodiesel Storage: Biodiesel should not be stored more than 6 months without topping off or cycling. Biodiesel can oxidize when exposed to air and light for extended periods, resulting in a "rancid" fuel that can have negative effects on your vehicle's performance. Biodiesel needs to be stored properly, in a dark container, away from air and water. **Use a filter with a water separator.** Like diesel, biodiesel can attract bugs and biological contamination. *The potential for contamination should be taken very seriously, and guarding against it is the member's responsibility.* Large fuel containers must be vented properly. Regarding rust and age issues of storage containers, see section IV. 1(a), above.

6. Fuel Additives: Biodiesel, in this document, is defined as 100% biodiesel (B100) and biodiesel blends are identified by the blend concentration. For example B20 contains 20% biodiesel and 80% petroleum diesel. If you would like to use an additive in your fuel, for whatever reason, we recommend you contact us for recommendations. If you plan on blending biodiesel with petroleum diesel, remember: the better quality the diesel, the better the blend. Environmentally if you must blend with petroleum diesel use D975 specification fuel and try to only use low sulfur fuel.

All information contained in this Membership Agreement is believed to be accurate at the time of printing.

In addition to the above precautions and disclaimers, the biodiesel-coop.org reminds you that many mechanics have not heard of biodiesel, nor worked on vehicles using it as fuel.

Reference Resources:

Our web site: <http://www.baltimorebiodiesel.org>

Biodiesel Handling and Use Guidelines http://www.eere.energy.gov/biomass/pdfs/biodiesel_handling.pdf

Generic Biodiesel MSDS http://www.nbb.org/pdf_files/MSDS.PDF

Biodiesel FAQ's http://www.nbb.org/pdf_files/RegulatedFleet_QA.pdf

Engine Warrantee Information http://www.nbb.org/resources/fuelfactsheets/standards_and_warranties.shtm

I have read, understand and agree to the terms of this Membership Application and Agreement.

Signed: _____ **Date:** _____

**Make your check for payment to: Baltimore Biodiesel
Mail Completed Agreement and your check for your share to:**

**Baltimore Biodiesel
ATTN: Andrew Gellene
210 E. Churchill Street
Baltimore, MD 21230**

If collected by volunteer, please fill in:	
Vol name:	_____
Date:	_____
Notes:	_____
