

# Coaching Farm Families Through Transition Program Enrollment Form

**Instructions: Please complete this form, including all highlighted areas, sign, date and send to Kristine Ranger, ERME Project Manager, 4520 W. Pratt Rd, DeWitt, MI 48820. A signed copy will be returned to you for your records.**

Farm Name \_\_\_\_\_ Full Mailing Address \_\_\_\_\_

Owner/Operators \_\_\_\_\_ Phone: \_\_\_\_\_

Email \_\_\_\_\_ Have a transition plan started? Yes No Have a successor named? Yes No

Are there emergency or extenuating circumstances that Ag Transition Partners should be aware of? If so, please explain below and indicate how that could impact your ability to complete this project:

---



---

Please list all **key family members or non-family successors** who will be involved in this process and their current contact information:

NAME	ADDRESS	PHONE	EMAIL (required)

If you have **Transition Team** members, or local subject matter experts (such as lawyer, insurance agent, etc.) identified, please complete the following table:

NAME and ROLE of Transition Team Member	ADDRESS	PHONE	EMAIL

**Project Activity Timeline:**

The activities of this grant are projected to run from September 1, 2015 to September 30, 2016. Below is a suggested order for completing the process. All recorded webinars will be available for viewing at [www.americanagriwomen.org](http://www.americanagriwomen.org).

**View webinar One: “Farm Transition: Planning for Success I - Getting Started” for an overview and explanation of the process.**

- Enrollment Forms accepted.
- Principle land owner creates account at <<https://www.agtransitions.umn.edu>>.

**View webinar Two: “Farm Transition: Planning for Success II - Mapping the Process” for specific information about business plan transfer, retirement planning and estate plan preparation.**

- Principle land owners begin working with a Business Coach.
- Using the online platform and templates, principle farm owners and family members develop farm transition goals and record pertinent information that includes assets, liabilities, business structures and financial trends.

**View webinar Three: “Farm Transition: Planning for Success III - Making it Happen” for an overview of the on-farm coaching piece.**

- Access codes are emailed to all family members who are participating in the family coaching process. Watch for emails and reminders from [Kristine@knowledge Navigators.com](mailto:Kristine@knowledge Navigators.com) with the subject line, “Access Code for your Family Assessment”. All family members will be required to complete The Five Behaviors of a Cohesive Team online assessment before the coaching sessions can begin.
- Upon completing the 30 minute online assessment, hard copies will be mailed to family members who can’t physically attend meetings.

- Families begin meeting with a Family Coach. Together, families and coach decide on meeting times, locations and format (if not on site) Options include Skype, Hangouts or teleconferencing. Every effort will be made to conduct these sessions with your Family Coach on site.
- Families will complete a Family Transition Charter (similar to a Team Charter) to clearly define individual roles, responsibilities, and operating rules; as well as establish procedures for family members on communicating and decision-making. It lays out a blueprint for conducting the steps in farm succession and business transition and also defines how the family unit will work together in an empowered manner.
- Principle land owners and families continue working with a Business Coach

**Principle land owners use completed business documents to meet with local members of their Transition Team to complete estate planning.**

### **Additional Information**

In preparation for the family coaching process, it is highly recommended that family members read, The Five Dysfunctions of a Team by Patrick Lencioni and view his videos on You Tube.

Each farm situation is different, so it is difficult to predict the amount of time that will be needed for coaching each family through the steps of a business plan transfer and other preparations that must be completed prior to estate planning. The total time estimated for the on farm coaching piece is ten hours, split into two-three sessions of two-four hours each, but the length of each family session depends on the participants and their needs. Likewise, the amount of time required to complete the online business transfer templates also depends on individual needs.

### **Mutual Confidentiality Agreement**

THIS AGREEMENT (“Agreement”) is made and entered into this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Ag Transition Partners, 4520 W. Pratt Rd, Dewitt, MI 48820 and \_\_\_\_\_ (family/farm), of (address) \_\_\_\_\_ (“Company”) who hereby agree as follows:

1. **Preamble** This Agreement sets forth the understandings and agreements under which the Company will disclose to Ag Transition Partners certain of the Company’s confidential and secret information and Ag Transition Partners will disclose to the Company certain Ag Transition Partners confidential and secret information relating to this assignment (collectively, the “Confidential Information”) which information may include ingredients, formulae processes, recipes, specifications, compositions, and other know-how. The purpose of the disclosure to which this Agreement relates is to permit Ag Transition Partners and the Company to jointly investigate, assess and execute activities.
2. **Disclosure** Company agrees to make certain disclosures to Ag Transition Partners of certain of the Company’s Confidential Information. Ag Transition Partners agrees to make certain disclosures to the Company of certain Ag Transition Partners Confidential Information. The type and amount of information to be disclosed shall be solely within the discretion of the disclosing party, and any such Confidential Information which is disclosed shall be subject to the conditions hereinafter expressed.
3. **Agreement Not To Disclose** Each party agrees to use such Confidential Information only for the purpose indicated in paragraph 1 hereof, to keep Confidential Information secret and confidential, not to disclose the Confidential Information to any third party and to use the same degree of care and discretion in protecting the Confidential Information against disclosure to third parties which it uses to protect its own most important confidential information. Reproduction, except as is reasonably necessary to perform its services hereon, of any written Confidential Information is prohibited. Ag Transition Partners agrees that any employee, servant, or agent to whom any Confidential Information is furnished shall sign this Agreement in the space provided below and

hereby be personally bound. Furthermore, Ag Transition Partners shall not make any use of and shall obligate its employees, servants, and agents not to make use of any such Confidential Information other than such internal use as is reasonably necessary to permit Ag Transition Partners to carry out its purposes as stated in paragraph 1.

4. **Return of Information** In the event that the relationship between the Company and Ag Transition Partners shall cease, for any reason, each party, upon written request, shall immediately return to the other party all Confidential Information received from the other party and all written information in its files which contain any Confidential Information, including but not limited to copies, summaries, records, descriptions, modifications, drawings, and adaptations that have been made from the Confidential Information. Obligations of Confidentiality shall survive any termination of this Agreement, and each party agrees that it will not thereafter use for its own purposes any of the Confidential Information received from the other party for a period of five years.
5. **Hold Harmless** Ag Transition Partners agrees to hold the Company harmless on account of any loss, injury, damage, or claims (including reasonable attorneys' fees) that may result from Ag Transition Partners' breach of this Agreement. The Company agrees to hold the Ag Transition Partners harmless on account of any loss, injury, damage, or claims (including reasonable attorneys' fees) that may result from the Company's breach of this Agreement.
6. **Binding on Successor** The terms, conditions, and covenants of this Agreement shall be binding on all successors and assigns of Ag Transition Partners and the Company.
7. **License** Nothing in this Agreement shall be construed to constitute the grant of a license to Ag Transition Partners under any patents, Confidential Information, or any other proprietary right of the Company. Nothing in this Agreement shall be construed to constitute the grant of a license to the Company under any patents, Confidential Information, or any other proprietary right of Ag Transition Partners.
8. **Miscellaneous** This Agreement shall be governed by the laws of the state of Michigan.
9. Notwithstanding any other provision of this Agreement, Confidential Information shall not include any information which (a) is already public or becomes available to the public through no breach of this Agreement or (b) was in possession prior to receipt from other party; or (c) is lawfully received independently from a third party who is free to disclose such information; or (d) is independently developed; or (e) is required to be disclosed by a governmental agency or a court having proper jurisdiction. If such a requirement is made, Ag Transition Partners shall give the Company, or the Company shall give Ag Transition Partners reasonable notice to enable the other party to try to protect the confidentiality of the information.

IN WITNESS WHEREOF, the undersigned have executed and drafted this Agreement on the date herein above set forth.

The Company Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Ag Transition Partners Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Funding for this project was provided by the North Central Extension Risk Management Education Center and the USDA National Institute of Food and Agriculture Award Number 2012-49200-20032.

The "Five Behaviors of a Cohesive Team" is a trademark of John Wiley & Sons, Inc.