



MINNESOTA CLIMBING COOPERATIVE + MEMBER AGREEMENT

THIS MEMBER AGREEMENT (this "Agreement") is entered into as of _____, 201____ (the "Effective Date") by and between Minnesota Climbing Cooperative, a Minnesota cooperative association (the "Cooperative"), and the party identified on the last page (the "Applicant" and upon execution of this Agreement by the Cooperative, the "Member").

RECITALS

(1) The Cooperative is organized to provide and operate rock climbing oriented fitness facilities and services for its Members and other patrons and to be operated on a cooperative basis for the mutual benefit of its Members.

(2) The Applicant desires to become a Member of the Cooperative.

AGREEMENT

NOW, THEREFORE, the Cooperative and the Applicant agree as follows:

SECTION 1. Membership

1.1 Member of the Cooperative

Provided all other membership criteria have been met, effective upon Applicant's payment the one-time membership fee of \$20.00 and execution of this Agreement by the Member and the Cooperative, the Applicant shall become a Member of the Cooperative.

1.2 Membership Certification

Membership in the Cooperative shall be certificated by this Membership Agreement or another form of certification as determined by the Board of Directors from time to time.

1.3 Membership Dues

The Member hereby agrees to pay access fees upon a monthly, quarterly, or annual basis (such basis shall be at the choosing of the Member, provided, fee amounts may vary depending on payment basis), if any, for each calendar year during the term of this Agreement, as determined by the Cooperative's Board of Directors (the "Membership Dues"). No later than 60 days before the start of each successive calendar year, the Board of Directors shall determine and notify the Member in writing, in a format to be determined by the Board of Directors, of the Membership Dues. The Member shall pay its Membership Dues for a particular calendar year to the Cooperative in one or more payments as determined by the Board of Directors of the Cooperative from time to time.

1.4 Agreement and Incorporation of the Cooperative's Governing Instruments

The Member hereby acknowledges and agrees that it has received current copies of the Articles and the Bylaws and that all provisions of those documents are incorporated by reference herein.

1.5 Consent Acknowledgement

The Member hereby acknowledges and agrees that the Member:

(a) has received a copy of Section 3.3 of the Bylaws,

(b) has received notification of the adoption of Section 3.3 of the Bylaws, and

(c) understands the significance of Section 3.3 of the Bylaws to be that the Member

(i) must account on its annual tax returns for all non-cash patronage refunds received from the Cooperative (which are made in qualified written notices of allocation) in the stated dollar amounts represented by such non-cash patronage refunds in accordance with all applicable laws, and

(ii) may be able to exclude such amounts from its gross income under the state exceptions, subject to such Member's own particular circumstances and the advice of its own tax consultants.

SECTION 2. Obligations of the Cooperative

2.1 Services

The Cooperative shall to the best of its ability furnish to its Members those services which it is authorized to offer by its Board of Directors and empowered by the Articles, the Bylaws and the Minnesota Cooperative Associations Act, Minnesota Statutes Chapter 308A (the "Act") to offer and perform ("Services"). The Cooperative shall, to the best of its ability and to the extent its Board of Directors deems proper, provide and operate rock climbing oriented fitness facilities and services to its members to the mutual advantage of the Cooperative and its Members.

SECTION 3. Obligations of Members

3.1 Policies

Members shall abide by all of the Cooperative's policies, as they exist on the date hereof and as they may be amended from time to time.

3.2 Compliance with the Cooperative's Governing Instruments, Sovereign Law.

The Member accepts and agrees to conform to and abide by the provisions of the Cooperative's Articles of Organization (the "Articles"), the Cooperative's Bylaws ("the "Bylaws"), this Agreement, and all amendments to any of the foregoing during the term of this Agreement.

SECTION 4. Term and Termination

4.1 Term

The initial term of this Agreement shall be for one calendar year following the Effective Date (the "Initial Term"). After the expiration of the Initial Term, this Agreement will thereafter be automatically renewed for additional periods of twelve months unless the Member gives to the Cooperative its notice of intent to terminate at least thirty days prior to the expiration of the Initial Term or at least thirty days prior to the expiration of any twelve month period then in effect. Such Initial Term and any subsequent renewal periods are referred to herein as the "Term".

4.2 Termination by the Cooperative

(a) The Cooperative may, at its option, terminate this Agreement, by written notice to the Member, if the Board of Directors finds that the Member:

- i. intentionally or repeatedly violated any bylaw, policy or standard of this Cooperative;
- ii. breached any contract with this Cooperative;
- iii. willfully obstructed any lawful purpose or activity of this Cooperative;

iv. remains indebted to this Cooperative for 90 days after such indebtedness becomes payable; or

v. failed to patronize this Cooperative for a period of one year.

(b) Members who are to be terminated pursuant to Section 4.2(a), with the exception of Members falling under subsection (v), shall be given notice of the proposed termination and provided an opportunity to address the Board of Directors, if requested by the Member within 15 days of the termination notification. Members terminated under subsection (v), are not entitled to termination notice or an opportunity to address the Board of Directors.

(c) Within 15 days of the

(A) Member's address to the Board of Directors,

(B) the date by which the Member was required to request an opportunity to address the Board of Directors, or

(C) in the case of violations under Section 6.3(v), the date of the termination notice, the Board of Directors shall vote on expulsion.

(d) Upon a two-thirds (2/3) vote by the Board of Directors approving expulsion, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Cooperative, except as provided in Section 6.3 of the Bylaws.

4.3 Termination by Member

A Member may, at its option, terminate this Agreement by written notice to the Cooperative. A Member's Membership shall terminate automatically in the event of such Member's death.

4.4 Effect of Termination

Upon termination of membership such Member shall thereafter have no further rights in this Cooperative. Termination of membership shall not impair the obligations or liabilities of either party under any contract with the Cooperative which may be terminated only as provided therein. A terminated Member shall pay to the Cooperative within 90 days of termination all outstanding invoices and other amounts due to the Cooperative. All capital stock held by the Member shall be handled in accordance with the Articles and Bylaws.

SECTION 5. Miscellaneous

5.1 Communications

All communications required or permitted under this Agreement shall be in writing and shall be deemed effectively given:

(a) upon personal delivery;

(b) upon telephonically confirmed delivery by fax;

(c) upon receipt of an e-mail or other electronically transmitted form of communication;

(d) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable; or

(e) on the third business day after mailing, by certified or registered mail. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days' advance written notice to the other parties hereto.

5.2 Governing Law

All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by the internal laws of the state of Minnesota, without giving effect to any choice of law provisions thereof.

5.3 Counterparts

This Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date written above.

[APPLICANT]

X
Signature _____ Date _____

Print Name legibly _____

Address _____

City _____ State/Zip _____

Phone _____

Email _____

[MINNESOTA CLIMBING COOPERATIVE REPRESENTATIVE]

Print Name legibly _____

Receipt # _____

Payment Method Cash/Check/PayPal _____ Date _____

[MAKE CHECKS PAYABLE TO]

Minnesota Climbing Cooperative

[MAIL TO]

Minnesota Climbing Cooperative
1620 Central Avenue, Suite 178
Minneapolis, MN 55413

CLERICAL USE
Member No. _____