

**612 SAUNA SOCIETY
MEMBERSHIP AGREEMENT**

THIS MEMBERSHIP AGREEMENT (this “Agreement”) is entered into as of the date identified on the last page (the “Effective Date”) by and between 612 Sauna Society, a Minnesota cooperative association organized under Minnesota Statutes Chapter 308B (the “Co-op”), and the party identified on the last page (the “Applicant” and upon execution of this Agreement by the Co-op, the “Member”). The Co-op and the Applicant agree as follows:

SECTION 1

MEMBERSHIP

- 1.1 **MEMBER OF THE CO-OP.** The Applicant desires to become a Member of the Co-op. Provided all other membership criteria have been met, effective upon (a) Applicant’s payment of a one-time, non-refundable fee of \$200.00 to the Cooperative, provided that, individuals applying for Membership who have contributed to the Cooperative in its Kickstarter funding campaign prior to April 1, 2017, shall be given a credit against this non-refundable fee in the amount of the Kickstarter contribution, and (b) execution of this Agreement by the Applicant and the Co-op, the Applicant will become a Member of the Co-op.
- 1.2 **AGREEMENT AND INCORPORATION OF THE CO-OP’S GOVERNING INSTRUMENTS.** The Member hereby acknowledges and agrees that it has received current copies of the Co-op’s Articles of Organization and Bylaws (the “Governing Instruments”), and that all provisions of those documents are incorporated by reference herein. .

SECTION 2

OBLIGATIONS OF MEMBER

- 3.1 **POLICIES.** The Member will abide by all of the Co-op’s policies, as they exist on the date hereof and as they may be amended from time to time (“Membership Policies”).
- 3.2 **ELIGIBILITY.** The Member will maintain Membership status, as defined in the Bylaws.
- 3.3 **COMPLIANCE WITH THE CO-OP’S GOVERNING INSTRUMENTS, SOVEREIGN LAW.** The Member accepts and agrees to conform to and abide by the provisions of the Governing Instruments, this Agreement and all amendments to any of the foregoing during the term of this Agreement.

SECTION 3

TERM AND TERMINATION

- 4.1 **TERM.** This Agreement will become effective immediately upon execution and approval by the Co-op and the Member, and will continue until the Member ceases to be considered a Member as prescribed by the Bylaws, or until either the Co-op or the Member terminate this Agreement pursuant to this Section 3.
- 4.2 **TERMINATION BY THE CO-OP.** The Co-op may terminate this Agreement for any lawful reason for the reasons specified in the Bylaws and upon notice to the Member stating reasons for the proposed termination.
- 4.3 **TERMINATION BY MEMBER.** The Member may resign from the Co-op voluntarily, and shall do so by submitting a written notice of resignation to the Co-op. The resignation shall become effective immediately upon the Clerk's receipt of said notice without any action on the part of the Co-op.
- 4.4 **EFFECT OF TERMINATION.** Upon termination or resignation of Membership, the Membership of the Member in the Co-op shall cease and terminate, and the Member shall only be entitled to the payment of patronage refunds for the current year, if any, provided above and any amounts as they are or become payable under any previously issued Patrons' Equities.

SECTION 4

- 5.1 **CONSENT.** The Member acknowledges and consents to include the amount of any Patronage Refund that is distributed in the form of capital credits in the Member's gross income for Federal income tax purposes at the dollar amount of the Patronage Refund stated in the notice.
- 5.3 **GOVERNING LAW.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement will be governed by the internal laws of the State of Minnesota, without giving effect to any choice of law provisions thereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date identified below.

612 SAUNA SOCIETY

[APPLICANT]

By: _____

Name: _____

Name: _____

Address: _____

Title: _____

Effective Date: _____

(Date Signed by the Co-op)

Email Address: _____