



Date: \_\_\_\_\_

## MEMBERSHIP FORM

Welcome to Mill City Commons! By becoming a member of this new, nonprofit organization, you are helping to create and sustain a vibrant neighborhood for a lifetime. Mill City Commons is dedicated to meeting the lifelong health and lifestyle needs of its members and enhancing the value of living in this wonderful riverfront neighborhood.

YOUR NAME(S) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_

PHONE 1 \_\_\_\_\_

PHONE 2 \_\_\_\_\_

E-MAIL 1 \_\_\_\_\_

E-MAIL 2 \_\_\_\_\_

### Annual Dues Option

Annual membership dues for Mill City Commons are \$750 for individuals and \$950 for a two-person household. Memberships will run from April 1, 2009 through March 31, 2010.

\$750 Single Household

\$950 Two-Person Household

### Prorated Dues Option

This option runs through the end of this membership year, March 31, 2010. Household memberships are only \$85/month and individual memberships are only \$65/month. The total amount (for the number of remaining months through the end of March) would be paid in full when you join.

\$65/month Single Household

\$85/month Two-Person Household

\_\_\_\_\_ number of months (current month through the end of March 2010)

Additional \$\_\_\_\_\_ tax deductible contribution to support start-up expense for Mill City Commons

## ADDITIONAL INFORMATION

1. How did you hear about Mill City Commons?
2. What aspects of Mill City Commons membership interest you most?
3. Can we use your name in Mill City Commons materials? If yes, how would you like your name to appear (if different than above)?
4. Do you have a friend or neighbor who would like to receive information about Mill City Commons?

### Method of Payment

Please make checks payable to Mill City Commons and mail to Mill City Commons, 117 Portland Ave #213, Mpls, MN 55401

# MEMBERSHIP AGREEMENT

- 1. Term.** Membership is annual. Memberships will run from April 1, 2009 through March 31, 2010.
  - 2. Membership Fees.** Membership fees are as determined from time to time by Mill City Commons. Current membership fees are stated on face of this Application and Agreement. Membership fees do not include charges by third-party providers for activities or services in which Member(s) may participate.
  - 3. Activities and Services.** Mill City Commons acts on behalf of its members to identify activities and services that may benefit members and the neighborhoods and communities in which members reside. Mill City Commons arranges to offer such activities and services primarily through third parties.
  - 4. Liability and Assumption of Risk.** Mill City Commons seeks to provide opportunities that may provide benefit to its members. Mill City Commons does not, however, assume any responsibility or liability, either direct or indirect, in connection with, relating to, or arising out of (i) activities or services in which members may participate as a result of membership in Mill City Commons, or (ii) activities or services provided by any third party that is a provider to Mill City Commons members. The undersigned Member(s) hereby assume all risk for participating in any such activities and/or contracting for or receiving any such services.
  - 5. Waiver, Release and Indemnification.** I/We, the undersigned Member(s) hereby (i) fully release and discharge Mill City Commons, its members, officers, directors and employees (together, the "Released Parties") from any and all claims, demands, causes of action, administrative claims, liability, damages, claims for attorney's fees, costs and disbursements, or demands of any kind whatsoever, that I/We have or might have against the Released Parties, or any of them, present or future, known or unknown, anticipated or unanticipated, resulting from, arising out of, or in connection with any services or activities of, by or from any third parties, including specifically third parties who may provide or make services or activities available to Mill City Commons members; and (ii) agree to indemnify and hold the Released Parties, and each of them, harmless from and against any and all costs, expenses or damages (including, without limitation, attorneys' fees) resulting from, arising out of, or in connection with any and all claims brought by or through the undersigned Member(s), including but not limited to subrogation claims by any insurance company of the undersigned Member(s).
- I/We, the undersigned Member(s), acknowledge that I/we have carefully read the foregoing Waiver, Release and Indemnification and understand that it has binding legal effect and is a waiver of claims and a release of liability.**
- 6. Photo Release.** I/We, the undersigned Member(s) grant Mill City Commons or anyone authorized by Mill City Commons, permission to use my/our photograph(s) or given quote(s) for any purpose whatsoever and without further compensation to me/us. All negatives and positives, together with the prints shall constitute property of Mill City Commons solely and completely. I/We understand that Mill City Commons is a nonprofit organization and that the use of photographs will be limited to educational, non-commercial purposes. I/We represent that I/we am/are over the age of eighteen and that I/we have read the foregoing and completely understand the contents thereof.
  - 7. Miscellaneous Provisions.** This Agreement supersedes all other promises, representations or understandings of any kind, whether written or oral, with respect to the agreement of membership between the undersigned Member(s) and Mill City Commons. No one has the right or authority to make any changes to the terms of this Agreement on behalf of Mill City Commons, except for its Board of Directors acting in a meeting that has been duly called and held. I/We, the undersigned Member(s), understand that Mill City Commons may from time to time adopt policies that affect the terms and privileges of membership. This Agreement is governed by the laws of the State Minnesota. If a court finds any term of this Agreement to be invalid, unenforceable or void, the parties agree that the court shall modify that term to make it enforceable to the maximum extent possible. If the term cannot be modified, the parties agree that the term shall be severed and all other terms of this Agreement shall remain in effect. Mill City Commons will not lose or be deemed to waive its rights under this Agreement if it delays or fails to enforce such rights.
  - 8. Acceptance of Membership Agreement.** I/We, the undersigned Member(s), have read this Agreement carefully and hereby agree to the terms of membership as stated above. I/We are pleased to become Member(s) of Mill City Commons.

_____	_____	_____
PRINT NAME	SIGNATURE	DATE
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

Accepted on behalf of Mill City Commons: SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**Thank you! A copy of this agreement will be mailed to you.**