

Membership:

Security Deposit & House Deposit: The member shall deposit with MCC and House the amounts specified in the Additional Charges section above, to be held in special accounts, for the security of the full and faithful performance and observance by the member of the terms and conditions of this contract. MCC/house may use, apply, or retain the whole or any part of this deposit for the payment of any charges due according to this contract or for reimbursement to MCC/house for any damages to premises or Property caused by the member or member's guests, as per MCC/house policy. Interest earned on the Member Deposit held by MCC will be disbursed to the Member in the form of reduced charges to the House throughout the year. The MCC member deposit or an accounting of charges against the deposit will be refunded to the member by the house within 21 days of termination of the contract and restoration of possession to MCC/house.

MCC Membership Fee & NASCO Membership Fee: Any member who has not previously executed a membership contract with MCC shall upon execution of this contract pay a lifetime non-refundable membership fee in the amount specified in the Additional Charges section above as the member's contribution to the MCC Development Fund, money used for starting new co-op houses. Excluding summer-only contracts, any Member not previously a member of NASCO (North American Students of Co-operation) and not a member of MCC before June 1, 1986 shall pay to MCC a one-time non-refundable fee for membership in NASCO for the amount specified above in the Additional Charges section.

Monthly Food Charges: The member agrees to subscribe to join the food co-op of the House and to pay the amount specified in the Additional Charges section above to the House (Accounts Receivable) Treasurer by the first (1st) day of each billing month. During the period of the contract, food charges may be raise by up to 8%, and the contract shall remain in full force. In the event of a food charge increase greater than 8%, MCC/House must give Member notice at least 14 days before a regular food charge payment is due. On the date that food charge payment is due, Member must either pay food charges at the increased rate or pay at the old rate and give the House 28 days written notice prior to when food charge payments are due that Member will terminate occupancy.

Guaranty: Minors and persons with guaranteed payment plans, which constitute amendments to this contract, must have guarantors. Such guarantors must sign appropriate legal documentation whereby they guarantee to MCC the full performance and observance of all the agreements and conditions contained in this contract, including the punctual payment of all room charges, food co-op payments, long-distance telephone charges, damages, and workjob compensation payments.

Additional Obligations and Covenants:

Security and Limitations on Right of Entry: MCC/house shall provide a working lock for the room of each Member, and shall maintain duplicate keys for each lock at all times, to be kept in a secure location. The Member, in return, agrees to observe all security measures deemed necessary by MCC/house and the Member shall be fully liable for any actions taken by a guest of the member. The member agrees to return all keys to the house at termination of the contract. MCC/house shall not enter a member's room without permission except at any reasonable time as long as member has been given at least 24 hours advance written notice.

Grievances: If a member believes MCC/house has failed to perform its obligations under this contract, such member shall first take actions delineated by the MCC bylaws and policies. Taking such steps must precede any other relief from MCC/house default.

Liability and Indemnity: MCC shall not be responsible, except through direct acts of negligence or omission, for injury, loss or damage to a member's person or property and member expressly waives any such claim against MCC/house. Member shall be solely responsible for obtaining insurance on his/her person and/or property.

Vacating by Member: If the member vacates the premises prior to the expiration of this contract, then the member shall be liable for all room charges until a suitable substitute can be found. MCC/house shall make reasonable effort to find a suitable substitute, but shall not be responsible for failure of reasonable efforts to succeed in locating a suitable substitute. For failure to succeed in finding a suitable substitute MCC/house shall retain the membership deposit in whole or in part as needed to make up for losses due to the resulting vacancy.

Default: In the event the member is in default under this contract, and such default is not cured within five days after written notice to correct the default has been given by MCC/house to the member, then MCC/house has the right to terminate the member's occupancy and the member shall peacefully surrender the premises to MCC/house. No such termination of this contract by MCC/house shall relieve the member of the member's liability and obligations under this contract, and such liability and obligations shall survive any such termination. Default on the part of the member shall include, but is not limited to the following: 1) Delinquency in the due and punctual payment of any room charges or other payment required herein. 2) Inability or refusal on the part of the member to adjust to the concepts and requirements of living in a cooperative housing environment, as outlined in the attached Schedule of MCC/house/member Relations. 3) Violation of any of the rules and policies governing MCC/house.

Severability and Modification: If any of the terms of this contract conflict with any Wisconsin state law, then such terms shall be deemed void insofar as they may be in conflict therewith and shall be deemed modified to conform to such law, and in any event shall not render the remainder of this contract invalid.

Policies and Rules: The member agrees to comply with all policies and rules made by MCC/house. Any alterations, additions and modifications to such policies or rules as may from time to time be made by MCC/house shall likewise be considered a part of this contract with the same force and effect as though written herein.

Assignment/Subletting: The member shall not assign this contract or sublet the whole or any part of the Premises. Any termination of this Contract initiated by the Member must be according to MCC/House policy, and approved by the House and MCC.

Time of Essence: When the terms and conditions of this contract imply a deadline, and the member fails to meet such deadlines, the member is liable for any consequences of missing those deadlines.

Waiver: The failure of MCC/house to insist upon a strict performance of any term or condition of this contract or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that MCC/House may have, and shall not be deemed a waiver of any subsequent breach of such term.

Quiet Possession: When the terms and conditions of this contract have been met by the member, the member may have, hold and enjoy the premises stipulated in this contract.