



## SUBSCRIPTION AGREEMENT

Dwelling Unit No: \_\_\_\_\_

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

### 1. SUBSCRIPTION AMOUNT

The undersigned, hereinafter called the "Subscriber", in consideration of the mutual promises of other subscribers and members, and other good and valuable considerations, hereby subscribes for membership in MICHIGAN SHORES COOPERATIVE, a Michigan nonprofit corporation hereinafter called the "Corporation", for a subscription price of \$ \_\_\_\_\_ (the "Subscription Price"). I hereby agree to pay the subscription price as follows:

\$ \_\_\_\_\_ upon signing this Subscription Agreement ("Agreement") which sum shall be deposited in an interest bearing trust account in a depository institution whose deposits are insured by the Federal Deposit Insurance Corporation and subject to the cancellation provisions of Section 4 below. Upon acceptance of the undersigned's membership application, this deposit shall be applied to the payment of the Subscription Price.

The balance of the Subscription Price shall be due on written demand by the Corporation. Such demand will constitute notification of Subscriber's acceptance for membership; provided that, if full payment is made of the Subscription Price, without a written demand therefore, the Subscriber's acceptance for membership shall not occur until written notification thereof is sent to the Subscriber.

### 2. RATIFICATION OF OTHER PROVISIONS

The undersigned hereby acknowledges receipt of a copy of the Articles of Incorporation, By-Laws, Information Bulletin, Occupancy Agreement and current rules and regulations, agrees to faithfully abide by the provisions thereof and acknowledges that failure to abide by the requirements of these instruments shall be grounds for terminating the undersigned's membership in the Corporation.

### 3. PRIORITY OF MORTGAGE LIEN

This Agreement and all rights hereunder are and at all times shall be subject to and subordinate to the lien of the mortgage and accompanying documents executed by the Corporation to a lending institution and to any and all modifications, extensions and renewals thereof; and to any mortgage or deed of trust made in place

thereof; and to any mortgage or deed of trust which may at any time thereafter be placed on the property of the Corporation or any part thereof.

4. OCCUPANCY AGREEMENT

The Subscriber, if approved for membership, will be entitled to occupancy of the above numbered dwelling unit under the terms of the Occupancy Agreement. It is estimated that the initial monthly housing charge for the Unit will be approximately \$ \_\_\_\_\_, subject to fluctuations as provided for in the Occupancy Agreement. The undersigned agrees to execute the Occupancy Agreement on demand and to comply with all the terms thereof.

5. CANCELLATION PROVISIONS

(a) By Corporation

The Corporation reserves the right at any time before it has notified the Subscriber of his/her acceptance for membership, for any lawful reasons deemed sufficient by the Corporation, to return all amounts paid by the Subscriber under this Agreement and cancel this Agreement. In the event the Subscriber dies prior to becoming a member, the Corporation will return the amount paid to Subscriber's estate or other legal representative, and thereupon all rights of the Subscriber, and Subscriber's heirs, successors and assigns, shall cease and terminate without further liability on the part of the Corporation.

If the Subscriber defaults in any of Subscriber's obligations under this Agreement, and such default continues for fifteen (15) days after notice sent by registered mail by the Corporation to the Subscriber at the address given below, then, at the option of the Corporation, the Subscriber shall lose any and all rights under this Agreement, and any amount paid toward the Subscription Price may be retained by the Corporation as liquidated damages and not as a penalty, or may at the option of the Corporation be returned to Subscriber less the expenses of the Corporation arising from such default, as determined solely by the Board of Directors. The Corporation may, at its option, release the obligations of the Subscriber under this Agreement in the event the Subscriber secures a proposed assignee of this Agreement who agrees to assume all of the obligations herein contained and is satisfactory to the Corporation. This Agreement is not otherwise assignable.

(b) By Subscriber

The Subscriber may withdraw from this Agreement, thereby terminating all rights and liabilities hereunder, and upon such withdrawal all amounts paid by Subscriber hereunder shall forthwith be refunded.

The Subscriber shall have the right to withdraw from this Agreement for a period of five (5) days after the execution date thereof, provided written notice of withdrawal is delivered to the Corporation within such five (5) day period.

6. NOTICES

Any notice provided for in this Agreement shall be in writing and shall be deemed to have been sufficient if and when delivered personally or when deposited in the United States mail, certified return receipt requested, with postage prepaid and addressed as follows:

To the Subscriber:

To the Corporation: Michigan Shores Cooperative  
641 Michigan Ave.  
Frankfort, Michigan 49635

7. ORAL REPRESENTATIONS

This Agreement supersedes all prior or contemporaneous promises, agreements, representations or understandings and this Agreement constitutes the entire agreement between the parties, and no amendment or modification to this Agreement is permitted unless the same is in writing and signed by all parties.

\_\_\_\_\_  
Corporate Manager

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Member Date

Telephone: \_\_\_\_\_