

*Please note: By signing this contract you commit to living in the BACH co-ops and paying all \$1890 rent for the full 4.5 month term, plus a one-time \$130 damage deposit fee to be returned to you at the end of your length as a BACH member. If you decide not to move in or at any point terminate your membership, you are responsible for paying the rent covering a full thirty (30) days (\$420) following your notification of the housing coordinator of your intent. A rent down-payment of \$420 plus the \$130 damage deposit are due with this contract (\$550); the remaining \$1,470 for the fall term is due by **September 15th**, unless an alternate rent payment schedule has been drawn up and agreed upon by the new BACH member and house treasurer. Failure to pay in full or sign a promissory note for the full amount of rent owed by September 15th may result in a \$100 fine, with an additional \$100 fine assessed each month until the end of the term. The \$130 damage deposit will be returned once you move out, provided that you have left your room in an acceptable condition, owe no back-rent, and have returned your house key to the housing coordinator. The complete by-laws of BACH can be read on our website, <http://www.brown.edu/Students/BACH>.*

OCCUPANCY AGREEMENT

Brown Association for Cooperative Housing
PO. Box 2562 Providence 02906

This is an agreement, representing a certificate of membership, made and entered into on (**today's date**) _____ 20__ by and between the **Brown Association for Cooperative Housing** (hereinafter referred to as the Corporation), a corporation, and (**your name**) _____, (hereinafter referred to as the Member);

Whereas, the Corporation has been formed for the purpose of operating cooperative housing projects located at 166 Waterman Street (**Watermyn House**), and 116 Waterman Street (**Finlandia**) with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions herein after set forth; and

Whereas, the Member has a bona fide intention to reside in the project;

Now, therefore, in consideration of a **rent down-payment** of \$420 and a **one-time damage deposit** of \$130 the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Corporation hereby lets to the Member and the Member hereby hires and takes from the Corporation in (**name of house of residence**) _____;

To have and to hold said dwelling unit unto the Member, on terms and conditions set forth **herein** and in the **Corporate Charter** and **By-Laws** of the Corporation and any rules and regulations of the Corporation **now or hereafter adopted** pursuant thereto, and for a period **starting** on **September 1st** and **terminating** no later than the end of the same Term of Residence, or **January 15th**.

This occupancy agreement shall be considered standing and applicable to the Member in any of the co-op houses that are operated by the Corporation, whether the Member resides in just one of the houses for the duration of membership or changes residence from one to another of the aforementioned houses at any time during said duration.

Upon signing this document, the Member agrees to abide by the Corporation Charter and the By-Laws of the Corporation. Rules and regulations of the Corporation that are adopted following the signing of this agreement shall be written in the regular Meeting Minutes of the Board of Directors. **The Member is responsible for reading these Meeting Minutes and hereby agrees to follow any rules and regulations adopted therein.**

Article I: Carrying Charges

Section A: Term of Residence

For the purposes of membership in the Corporation as pertaining to this Agreement, the calendar year shall be divided into three Terms of Residence, which shall consist of two **terms**: a **fall term**, which shall begin on September 1 and terminate on January 14, and a **spring term**, which shall begin on January 15 and terminate on May 31; and a **summer**, which shall begin on June 1 and end on August 31.

Section B: Carrying Charges

Commencing at the time indicated in Article II hereof, the Member agrees to pay the Corporation a sum, referred to herein as **Carrying Charges**, equal to the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors.

In the event of withdrawal of membership prior to the termination of the current Term of Residence, the Member is responsible for paying the carrying charges applicable to said Term for a full thirty (30) days following the Member's notice of intent to move out to the Housing Coordinator. (A section of the By-Laws discusses regulations for subletting a vacated space and exceptions to this section.)

Section B: Membership Renewal Procedures

Members in “good financial standing” and “good accountability standing”, as determined by the Board of Directors using a policy outlined in the By-Laws of the Corporation, shall be able to renew their Membership according to the procedure stated in the By-Laws and the regulations established by the Board of Directors of the Corporation.

Section C: Initial Payments

- 1) \$420.00 as a rent down-payment shall be applied against the carrying charges of the specified term of residence. Rent down-payments made for an upcoming term of residence are not refundable except at the discretion of the Board of Directors of the Corporation.
- 2) A damage deposit of \$130.00 shall be held by the Corporation. The balance of the damage deposit shall be returned once all charges have been assessed per Article V.

Article II: When Payment is Due

The Member shall make payment of Carrying Charges in full by **February 1st or September 15th** of each term, and **June 15th** of each summer, or shall submit a signed promissory note and payment plan detailing specific deadlines, method, and commitments regarding regular rent payments. Failure to pay by February 1st or September 15th, without a signed promissory note indicating a rent payment plan, will result in a \$100 late charge, with an additional \$100 assessed on the 1st of each month until the end of the term. In the event that a promissory note is needed, the payment dates proposed therein shall be treated as the new payment deadlines. Therefore, failure to pay according to the payment plan agreed upon by the BACH member and the house treasurer shall result in a mandatory appearance before the Board of Directors to explain said financial situation. Failure to pay by five days after these dates may similarly result in a \$100 late charge subject to the specifications mentioned above, as determined by the Board of Directors.

Article III: No Subletting Without Consent of the Corporation

The Member hereby agrees not to assign this Agreement nor to sublet the Member's dwelling unit without the written consent of the Corporation. The liability of the Member under this Occupancy Agreement shall continue notwithstanding the fact that the Member may have sublet the dwelling unit with the approval of the Corporation, and the Member shall be responsible to the Corporation for the conduct of the lessee. Non-paying guests of the Member may occupy said dwelling under such conditions as may be prescribed by the Board of Directors.

Article IV: Transfers

Neither this agreement nor the Member's right of occupancy shall be transferable or assignable.

Article V: Repairs and Upkeep

Section A: By Member:

The Member agrees to repair and maintain the aforementioned dwelling unit at his/her own expense as follows:

- 1) any repairs or maintenance necessitated by the negligence or misuse of the Member,
- 2) any unusual redecoration of the dwelling unit as determined by the Board of Directors.

By the Termination Date the Member shall remove all personal items and clean the aforementioned dwelling unit, including trash removal and sweeping in order to receive the re-payment of the \$130 damage deposit.

The Member agrees to put in **8 BACH Hours** over the course of the term. These hours can be put in at monthly BACH Workdays organized by the house Accountability Coordinator, or independently in projects approved by the Board. **Failure to meet these requirements results in the forfeiture of the damage deposit.**

The Member hereby agrees to practice proper safety precautions while participating in

maintenance projects or the like; and agrees that BACH will not be held liable for any injury or injuries caused to others as a direct or indirect result of the member's participation in any maintenance projects. The member assumes responsibility for understanding the risks involved in the use of power tools, materials, hand tools and the like before using such tools or materials.

Section B: By Corporation

The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in section A of this Article. The officers and employees of the Corporation shall have the right to enter the Member's dwelling unit in order to effect necessary repairs, maintenance and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day, or at any time in the event of an emergency.

Section C: Right of the Corporation to make repairs at the Member's expense:

In case the Member shall fail to affect the repairs, maintenance, replacements, and/or upkeep specified in clause A of this Article in a manner satisfactory to the Corporation and pay for the same, the Corporation may do so and add the cost thereof to the Member's Carrying Charges.

Article VI: Fire Safety Regulations

The member shall read, understand and be bound by the attached list of fire regulations. Failure to follow these rules, as well as any fire safety procedures adopted at the Board of Directors or Corporation meetings and posted in the houses, will result in fines, loss of membership as outlined above, or other penalties. Damage deposits may be held against fines incurred. Fines or other penalties will be determined by the Board of Directors, or its designee, in accordance with policy as adopted by the Board of Directors.

Article VI: Alterations and Additions

The member shall not, without the written consent of the Corporation, make any structural alterations in the premises or in the plumbing, fire, heating and electrical systems, or remove any additions, alterations, improvements, or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises, they shall surrender to the Corporation possession thereof, including any alterations, additions, improvements and fixtures.

Article VII: Member Obligations

The member agrees to take on the additional responsibilities and obligations as defined below. Every BACH member is responsible for attending house meeting once a week or arranging a proxy, for fulfilling his or her job as specified at house meeting, and for fulfilling his or her responsibility to the food co-op as decided at house meeting. In addition, all BACH members are responsible for recording the completion of his or her responsibilities in the manner specified at house meeting. The process of recording the completion of responsibilities will always include a public space for recording work progress and the position of Accountability Coordinator to organize fulfillment of member obligations. A member is given the period of one week to make up the unfulfilled obligation. Failure to either fulfill your BACH responsibilities during the specified time period or to keep a sufficient record constitutes a violation of this contract. After two violations, members have the additional obligation of attending a membership review session overseen by Corporation members. If a member has been obligated to attend two membership reviews in one term, that member automatically forfeits "good job standing" and therefore any rights to renewal of membership in BACH for any subsequent term.

Article VIII: Definition of Default by Member and Effect thereof

It is mutually agreed as follows: at any time after the happening of any of the events specified in clauses A to D of this article, the Corporation may at its option give the member a notice that this Agreement will expire at a date not less than 10 (ten) days thereafter. If the Corporation so proceeds, all of the Member's rights under this agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured or redressed in a manner deemed satisfactory by the Corporation:

- A) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of a membership of the Corporation,
- B) In case the Member fails to effect and/or pay for repairs and maintenance as provided for in

- Article V hereof,
 C) In case the Member shall fail to pay any sum due pursuant to the provisions of Article I hereof,
 D) In case the Member shall default in the performance of any of the obligations under this agreement.

Article IX: Effect of Loss in Interests of Members

In the event of loss or damage by fire or other casualty to the above-mentioned dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event that such premises shall not be restored, the amount which shall be paid to the Member to refund membership in the Corporation.

The Corporation undertakes no liability, express or implied, for damage to personal belongings and loss by theft or vandalism.

Article X: Oral Representation not Binding

No representations other than those contained in this Agreement, the Charter, the Bylaws, and the written decisions of the Board of Directors shall be binding upon the Corporation.

Article XI: Certification of Membership

The person signing this Occupancy Agreement hereupon becomes a Member of the Corporation. The membership shall continue until this Occupancy Agreement terminates or the Member is in default as defined in Article VII hereof.

In the event that this note shall be placed in the hands of an attorney for collection, any reasonable expenses incurred in connection therewith, including attorney's fees and 5% annual interest compounded monthly accrued to any past due balance, shall be borne by the undersigned.

In witness whereof, the parties hereto have caused this agreement to be signed the day and year first above written,

 Member name (printed)

 Member signature

Permanent Address: (other than BACH or Brown addresses)

 Witness signature

 Corporation Officer (Board)

Member Info (you must fill in at least 2):
 Social Security Number _____
 Drivers License #, State _____
 Passport/Visa/Foreign ID _____

 Date

Are you a new BACH Member? _____
 Does BACH have your damage deposit? _____
 Has your permanent address changed since your last occupancy agreement? _____
 Univ. P.O. Box # if applicable _____