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**MSU STUDENT HOUSING COOPERATIVE, INC.
CONTRACT FOR MEMBERSHIP,
CO-MANAGEMENT, & OCCUPANCY**

Academic Year 2006-2007

1. **PARTIES:** This contract is between MSU Student Housing Cooperative, Inc. ("Co-op") and _____ ("Member").

2. **DESCRIPTION OF PREMISES AND TERM:** In exchange for the house assessments and house charges and other promises of Member expressed in this Contract, Co-op agrees to lease to Member the premises a room and common areas of _____ House Co-op, ("House") East Lansing, Michigan, for a term beginning at 12:00 p.m. on **August 25, 2006** and ending at 6:00 p.m. on **May 7, 2007** unless sooner terminated in accordance with this Contract.

3. **MEMBERSHIP RATE:** Member agrees to pay to Co-op a total yearly amount ("amount") calculated as follows: (a) Member's pro rata share of the House's SHC assessment. (b) House charges including but not limited to membership fees, Co-op's assessment fees, fines, food charges, telephone services, garbage removal, utilities, cable service, maintenance fee and all other services provided by the House. Member shall pay amount in advance monthly installment payments ("payments"). For purposes of comparison, House charges and House assessments were \$_____ per semester on average last year at _____ House Co-op. Each installment is due on the first day of each month. Payments required by this contract shall be mailed or hand delivered to the House treasurer, unless Co-op duly informs Member otherwise. House assessments and House charges shall not be considered paid until actually received by Co-op.

4. **USE AND OCCUPANCY:** Member agrees that the premises shall be used for residential purposes only and to refrain from any conduct which disturbs other Member(s) including, but not limited to, making or permitting noises such as the loud playing of stereos, televisions or musical instruments and any noisy or boisterous conduct which could disturb other Members.

Individual member will make a good faith effort to live harmoniously with other members of the co-op. Membership in this Co-op is conditioned upon Member's good-faith participation in the dispute resolution process of the Co-op.

The maximum number of people who may occupy the premises is dependent on city ordinance, State of Michigan statute and other applicable law.

Member agrees to use the premises in accordance with all applicable regulations imposed by any governmental authority; observe all reasonable regulations and requirements of any insurance company concerning the use and condition of the premises; to not permit any rubbish, waste, inflammable liquids or explosives to be stored on the premises; and to not interfere with the lawful use of the building by the Co-op or other residents.

Member shall not bring any of the following items onto Co-op property or into Co-op premises: firearms, ammunition, explosives, illegal drugs or substances of any type, or any inherently dangerous property.

Member agrees to return the premises and any furnishings to Co-op at the expiration of this Contract in the same condition as when taken, reasonable wear and tear excepted.

5. **STUDENT HOUSING COOPERATIVE, INC. APPLICATION FOR MEMBERSHIP AND MEMBERSHIP QUALIFIER:** The application submitted to Co-op by Member is incorporated into and made a part of this Contract. Member represents that the information contained in the application is true and accurate and Member acknowledges that Co-op has relied on that information in leasing the premises to Member. Where less than all of the persons listed on the application or on the Contract sign the Contract, then the persons signing the Contract shall be deemed to be the only Members,

and no person who has not signed a Contract shall be entitled to residency in the Co-op, except for minor children of Members who are explicitly listed on the Contract as allowed to live in the Co-op, and except for minors whose parents have signed the Contract on their behalf.

6. DELAY OF POSSESSION: If Member is unable to occupy the premises at the time promised by reason of the holding over of the previous occupant or as a result of any cause beyond the control of Co-op. Co-op shall not be liable to Member.

7. MAINTENANCE AND REPAIR: Repairs are to be completed by each member as assigned by the House. If the repair cannot be completed by the members of the House, then Co-op must be notified in writing of the problem and will facilitate and/or make repair. Repairs necessitated by Member or Member's guests will be paid for by Member and included as house charges if such repairs are not ordinary wear and tear. Any material alterations to premises need to be approved by the House and Co-op. Co-op agrees that approval shall not be unreasonably withheld.

Member agrees to perform individual work duties, contribute an equal share of House work hours that are required to operate the co-op, and to participate in work holidays to clean, repair, or improve the co-op.

8. NOTICE OF REPAIRS. In order that the Co-op may be able to effect repairs efficiently and economically, the Member agrees that Co-op shall be promptly notified of any need for repairs. Co-op shall be notified of any telephone number(s) and times that Member may be reached and that any such notice shall include all repairs deemed necessary by the Member at the time of notice. Such notice shall state in specific terms the repair demanded, and if more than one repair is included, such notice shall state the priority of importance to Member of the repairs listed. Move-In and Furniture Checklist shall not be used as a notice for repairs.

The Member agrees to provide

- (a) Written notice if repair was not completed timely or if a repair is completed unsatisfactorily.
- (b) Reasonable opportunity for Co-op to perform the repair or to remedy the unsatisfactory repair.

9. LATE FEE: A late charge of five percent (5%) of total balance due not paid within five days of its due date will be assessed to cover the extra expense involved in handling delinquent house assessments and house charges payments. Late payment handling fees shall be deemed additional House assessments.

10. LATE PAYMENT OF HOUSE ASSESSMENTS AND HOUSE CHARGES: House assessments and House charges are due on the first of each month, and Co-op may terminate this Contract because Member is late with House assessments and House charges. In addition to using court remedies to collect late assessments and charges, the Co-op may also terminate this Contract if member has been served with three Summons and Complaints within a twelve month period. SHC reserves the right to pass on to the member any fees incurred during this process.

11. DISHONORED CHECKS: If Member makes a payment due under this Contract with a check that is dishonored by the bank, Member shall pay a **\$20** dishonored check fee, payable with the next House assessments and House charges are due. This amount is in addition to the balance owed. Dishonored check fees shall be deemed additional House assessments. Co-op may require that Member make any payment required by this Contract in certified funds if one or more of Member's personal checks is returned for insufficient funds.

12. APPLICATION OF PAYMENTS: Money paid by Member to Co-op shall be applied: first, unpaid membership shares; second, to court costs legally chargeable to Member; third, to outstanding House charges including but not limited to utility, telephone, garbage removal, cable services, food, and maintenance bills that are the responsibility of the Member; and fourth, to House assessments.

13. UTILITIES: It is Member's responsibility to obtain and pay for all utilities, including, but not limited to, electrical power, gas, telephone services (excluding long distance service), food charges, and garbage removal. Utilities, except long distance telephone services, as all other House charges,

shall be equally divided monthly according to the amount of members. Utilities may be placed in the name of the house or its members, but in no case shall a House's utilities be placed in SHC's name. Long distance telephone charges shall be each member's responsibility. If cable television is supplied to member, then members shall be responsible for those charges.

14. FURNISHINGS: The premises are rented as furnished. The term "furnished" means that the house will provide desk, chair bed frame, mattress, and dresser. The use of common areas is available to all members.

15. MEMBER SHARES: Member will buy a **\$300** share to help capitalize the Co-op, interest-free for the duration of occupancy. Upon termination of occupancy, the Co-op will forward part of this share to the member, subtracting all charges allowed to be deducted by the House constitution. A copy of the House Constitution is incorporated by reference into this Contract, and Member acknowledges receipt of it. Upon receipt of the checkout form indicating that no damage was done to the room, all but \$100 of shares will be returned to the member. A processing delay will be required before repayment of the balance of shares. The member understands and agrees that this share is not a security deposit under Michigan law. Return of this share is contingent upon fulfillment of all member obligations, as outlined in this contract. Member may be liable for damages over and above the amount of the member shares.

Member agrees to pay Co-op the sum of **\$60** for member dues on or before today. Co-op shall not be obligated to provide possession of the room and common areas until the member shares are collected.

16. PETS: Dogs are not allowed in any co-op house. Cats are not allowed until approved by a vote of the house and the required pet fee of **\$100** has been paid. In addition, member must provide a certificate stating that to the best of a veterinarian's knowledge, the animal has received all shots and is free of communicable disease and parasites. Pet must be kept current with all vaccinations, continually kept parasite free, and retain any required licenses. Pet owner must provide certificates 2 weeks before expiration of shots that animal has received required shots, required licenses, and anything else required by law and/or ordinance. All required licenses and certificates must be shown to the proper house official before any approval will be given. Approval is subject to being withdrawn without notice if any of the above requirements are not continuously and/or timely met. The pet will be subject to re-approval by the house **three (3)** months after it enters the house, and every **six (6)** months afterwards for the entire duration of its residency.

Member shall provide documentation of compliance with all requirements upon demand. If at any time the pet becomes a health hazard upon reasonable determination of the Co-op House and/or MSU-SHC then the pet will be removed without notice and taken to the vet and/or kenneled and/or housed. Individual member will be responsible for all charges, fees, and damages, resulting from such health hazard.

If a pet is kept without House and Co-op's approval and/or said pet fee, or if the pet is kept in the house after the house declines re-approval, the individual co-op and member may be subject to a **\$100** fine plus **\$10** for each day pet remains in the co-op without an approved pet application and paid fee.

Violation of the pet clause shall not only subject Member to forfeiture of the Contract, but to all necessary costs associated with cleaning and repairs of the premises.

17. TRUTH IN RENTING PROVISION: STATE OF MICHIGAN TRUTH IN RENTING NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

18. KEYS: Co-op shall charge **\$10** key deposit. Upon termination of this Contract, Member shall return all House keys, at which time deposit shall be returned. If all keys are not returned at the termination of this Contract, there will be a charge for re-keying the locks. Member shall not alter or install a new lock on any door to the premises without Co-op's written consent and Member shall

immediately provide Co-op with a key to any new lock if the locks are changed. Co-op may charge Member a reasonable amount for replacing lost keys.

19. JOINT AND SEVERAL OBLIGATION: Each Member is jointly and severally (individually) liable for all obligations of this Contract. If one Member fails to pay House assessments and/or House charges, the House Members may be held liable for that unpaid obligation. The defaulting Member may remain liable to the other Members for that unpaid obligation.

20. RENTERS INSURANCE AND DAMAGE TO MEMBER'S PROPERTY: Neither Co-op nor Co-op's agents shall be responsible for the theft of any personal property of Member, their guests or invitees, for damage, loss or destruction of personal property of Member or of Member's guests or invitees because of fire, water, acts or omissions of third parties or any cause whatsoever. THE MEMBER MAY PROCURE AND MAINTAIN, AT HIS/HER OWN EXPENSE, RENTERS INSURANCE COVERING MEMBER'S PERSONAL PROPERTY. Each party releases the other party from other liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured policy under such insurance policy.

21. QUIET ENJOYMENT: Member shall be entitled to the quiet enjoyment of the premises during the term of this Contract, as long as Member complies with the terms of this Contract.

22. ENTRY BY CO-OP: During this Contract, Co-op or Co-op's agent may enter the premises in the case of an emergency or for purposes of performing repairs, maintenance, code inspections, appraisals, insurance inspections, or for other purposes reasonably related to the operation of the building. Co-op or its agent may also enter the premises to show them for sale or lease. Except for entry in the event of an actual or apparent emergency, all entries shall be made during reasonable hours, and Co-op shall make reasonable effort to inform Member(s) in advance, or its intention to enter and shall attempt to establish a mutually acceptable time.

23. SUBLETTING AND ASSIGNMENT: The Member's leasehold interest MAY NOT ever be sublet in whole or in part. However, the Member may assign the leasehold interest, in whole or in part, to a new Member subject to fulfillment of the following conditions:

- (a) All payments due as of the date of the assignment are paid in full.
- (b) Written approval of new Member by Co-op and House.

Failure to comply with any of these conditions renders the proposed assignment void .

24. PESTS/RODENTS/FLEAS: House and members shall be responsible to exterminate any insects, rodents, or other pests infesting any portion of the House. If House and/or members are unable to facilitate the extermination, then Co-op must be notified immediately in writing and will exterminate the insects, rodents or other pests.

25. DEFAULT: (A) If Member fails to pay House charges, House assessments, or any other sum required under this Contract when due, or if a health hazard or extensive and continuing physical injury to the premises exists, Co-op may terminate the Contract by providing seven (7) days written notice to Member.

(b) If Member, a member of the Member's co-op house or other person under the Member's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, Co-op may terminate this Contract by providing seven (7) days written notice to Member if Co-op files a formal police report.

(c) Any member who violates any provision of the House Constitution or commits any breach of this contract or violation of statute or ordinances subject to a vote of expulsion in accordance with the House Constitution, and Co-op will then terminate this Contract through Notice to Quit/Termination of Tenancy.

Upon the occurrence of a default in any covenant, term, condition or provision of this Lease, Co-op shall have the right to terminate the Lease and shall be entitled to possession of the premises and is entitled to re-entry into possession of the premises. Co-op may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Co-op shall be entitled to commence an action in summary proceedings to recover possession of the premises. Tenant waives all other notice in connection with such termination,

including but not limited to notice of intent to terminate, demand for possession or payment, and notice of re-entry.

Receipt of rent by Co-op after Co-op serves on Member a Notice to Quit, a Demand for Possession/Non-payment of Rent or Notice of Termination of Tenancy does NOT constitute a waiver and Co-op may proceed with termination of tenancy or with eviction for non-payment if rent paid does not equal full amount owed.

If Co-op re-enters the premises and terminates the tenancy pursuant to this section or if for any reason member vacates the premises before the lease expires, then Member's duty to pay House assessments and House charges and any costs to re-lease the premises shall continue, subject to Co-op's duty to mitigate damages and member finding replacement member approved by Co-op and House. Spaces in co-op houses will be filed in order vacated.

26. HOLDING OVER: Member shall vacate the premises promptly at the expiration of this Contract. No hold over tenancy shall be created by Member remaining in possession beyond the expiration date of the Contract. Acceptance of money by Co-op from Member following the expiration of the Contract does not waive Co-op's right to seek possession nor does it relieve Member of the obligation to compensate Co-op for, including but not limited to, damage, costs, fines caused by the illegal holdover.

If Member fails to vacate the premises upon expiration of this Contract, Member shall pay Co-op damages at the daily rate of 1/30th of the monthly market rental rate plus the actual damages incurred by Co-op due to Member's failure to vacate which damages may include, but are not limited to, hotel/motel, restaurant and storage expenses for new Members whose possession is delayed.

27. DAMAGE TO PREMISES: If the premises become wholly uninhabitable during the term of this Contract as a result of damage or destruction by fire or other casualty that is not the result of negligence or a willful act on the part of Member, this Contract shall be voidable at Co-op's option, and if voided, Member shall abandon the premises to Co-op. If the premises become partially uninhabitable for the same reasons, or if they become wholly uninhabitable and Co-op does not void the Contract, Co-op shall repair the premises with reasonable speed, and the obligation of Member to pay House assessments and House charges shall continue in full force and effect, except the House assessments and House charges shall be abated in the same percentage that the premises are not habitable until the repairs are completed.

28. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties. There are no verbal or written agreements between the parties that are to be considered a part of this Contract unless they have been specifically enumerated herein. This Contract may be amended solely by a written instrument, signed by all parties.

29. FUTURE CONDITIONS FOR TERMINATION: Any member who has occupied a room in a House for more than 13 months may terminate this Contract by a 60-day written notice to the Co-op if Member shows written proof that he or she is eligible for subsidized senior citizens housing or becomes incapable of living independently as certified by a physician.

30. CANCELLATION OF CONTRACT BEFORE POSSESSION: Member and Co-op agree that cancellation of this Contract by Member after signing it will cause Co-op damage by forcing Co-op to re-rent the premises, as well as costing the possible loss of rental income. The parties also agree that it is difficult to accurately establish that loss at the time of signing the Contract. Using their best efforts to establish a fair compensation to Co-op in the case where Member cancels this Contract prior to taking possession, they agree to the following measure of compensation as liquidated damages for the right to cancel the Contract on the part of the Member in the following limited circumstances.

Co-op shall retain the member share paid by Member to reserve the premises or an amount equal to one month's House assessments and House charges if Member cancels this Contract without taking possession. Cancellation hereunder must be in writing and is only permitted within thirty (30) days after signing the Contract or by June first of the year in which the Contract takes effect, whichever occurs first. This clause does not apply to leases signed after June 1, of the year in which it takes effect. If Member does not honor the Contract and has not canceled pursuant to the conditions of this paragraph, he/she/they shall be liable for all damages sustained by Co-op as a

result of the breach, and Co-op may retain and apply the member share toward the satisfaction of those damages. Such application does not waive liability on the part of Member for other damages Co-op may sustain because of the breach.

31. **SEVERABILITY:** If a clause of this Contract is found by a court to be invalid, such finding shall not invalidate any other clause or provision of this Contract.

32. **RULES AND REGULATIONS:** The attached Student Housing Cooperative, Inc. Articles of Incorporation, Bylaws, Code of Operations, Acceptable Use Policy and any future amendments thereto are incorporated into and made a part of this Contract. These documents may be amended from time to time in accordance with the Bylaws and the Code, by the Board of Directors or other body elected by members of the Co-op.

33. **NOTICE:** All written notices to Co-op required by this Contract shall be mailed or delivered to Co-op at 541 Grand River Ave., East Lansing, Michigan 48823.

34. **JURISDICTION:** Any legal disputes arising between a member and the Co-op over the provisions of this Contract will be governed by Michigan law, and be determined in an appropriate court of the State of Michigan located in Ingham County.

<hr/> Date	<hr/> Member signature
Forwarding or permanent address:	<hr/> <hr/> <hr/>
Drivers License (or state ID) number:	<hr/>

I certify this person has paid the \$60 SHC member dues, \$300 SHC Share, \$10 key deposit, and has been approved by the House (where applicable per the House constitution).	
<hr/> Date	<hr/> Member Services Coordinator signature

<hr/> Date	<hr/> Vice President of Membership signature
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