

# COUCH Membership Contract

This Membership Contract ('Contract') is entered into by and between me ('Member') and Community of Urbana-Champaign Cooperative Housing, an Illinois nonprofit organization ('COUCH').

Member Name: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Roommate: \_\_\_\_\_

## Basic Terms and Definitions

'The Property' refers to the lot and all structures at:

\_\_\_ 505 West Green Street, Urbana Illinois. ('Brooks Co-op')

\_\_\_ 702 West Washington Street, Urbana Illinois. ('Harvest House')

\_\_\_ 508 South Elm Street, Champaign Illinois. ('Phoenix House')

'The Building' refers specifically to the house at the Property.

The Room: # \_\_\_\_\_ Starting Date: \_\_\_\_\_

Room Charge: \$ \_\_\_\_\_ Ending Date: \_\_\_\_\_

Amended Ending Date: \_\_\_\_\_ Member Initials: \_\_\_\_\_ COUCH Initials: \_\_\_\_\_

## Payments due Before Move-In

House		COUCH	
Utility Charge	\$ _____	Prorated First Month's Room Charge*	\$ _____
<b>Payable to House</b>	\$ _____	Security Deposit	\$ _____
		<b>Payable to COUCH</b>	\$ _____

## Current Contact Information

Please list your current address, phone, and e-mail. COUCH will use this to contact you before this the Starting Date of this Contract.

## Member Emergency Contact(s)

Provide their name, relationship to you, address, phone, and e-mail. The first address will be used for the return of your security deposit if no address is provided on the Check-out form.

## Endorsements

My initials show that I have copies of the following documents:

House Handbook: \_\_\_\_\_

Urbana Landlord-Tenant Ordinance Summary: \_\_\_\_\_

Lead paint notice: \_\_\_\_\_

Check-In Form: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

COUCH Signature: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

as **President / Treasurer** of COUCH

\*Room Charge multiplied by the fraction: [# days from Starting Date to end of that month/total # days in that month], e.g. 0.5 for August 15 Starting Date

## A. Membership

- 1 *COUCH.* COUCH grants me COUCH membership during the term of this Contract. When not in default of this Contract, I may participate in the governance of COUCH in accordance with the bylaws and rules of COUCH.
- 2 *Property.* If the Room is named above, COUCH grants me the Room; otherwise, references to the Room in this Contract are inapplicable. COUCH grants me reasonable use of the common areas of the Property.
- 3 *The House.* A House Member is a person with a Membership Contract with COUCH for the Property, unless this membership has been revoked as directed by the House Handbook. The House is a non-incorporated entity composed of House Members, and is directed by modified consensus in accordance with the House Handbook. At its meetings the House may modify the House Handbook; grant and revoke House membership; grant House approval; select House Labor, Membership, and Maintenance Coordinators; change the Utility Charge calculation method; manage House funds; and execute other powers as to effectively manage the Property. **I must participate in and abide by the governance of the House to the extent permitted by this Contract and law.**
- 4 *House Membership.* **I must be a House member during the entire Term.** I may appeal House expulsion to COUCH.

## B. Monetary Obligations and Charges

- 1 *Term.* The term of this Contract ('the Term') begins at noon on the Starting Date, and ends at noon on the Ending Date. I must not hold over beyond the Ending Date. 'Check-in' is when I take possession of the Room or its keys, and 'Check-out' is when COUCH retakes possession of both. **If I hold over beyond the Ending Date, I am liable for additional monthly Charges, rounded up to the nearest month.**
- 2 *Commitment.* **I am responsible for all charges for the entire Term, even if I never use or occupy the Property. I must only assign, delegate, sublease, or dissolve this Contract as provided herein.**
- 3 *Joint and Several Liability.* **If I have a Roommate, we have joint and several financial liability. This means I must ensure the full rent is paid to COUCH every month, regardless of non-payment by my Roommate.**
- 4 *Payment Method.* **Payments must be made by check, cashier's check, or money order, and delivered to the House Treasurer. Payment with 3<sup>rd</sup> party checks will be at my own risk.**
- 5 *Late Payments.* **COUCH may charge me an additional \$10 for each Room Charge I pay after the third day of the month. I must pay to the House an additional \$10 for each Utility Charge received after the fifth day of the month.**
- 6 *Eviction Policy.* If I owe COUCH more than one month's rent plus a late fee, COUCH will begin eviction proceedings as provided by city code and law. Given adequate reason, the COUCH board may vote to postpone eviction.
- 7 *Collection Expenses.* If I make a payment to COUCH or the House that is returned for lack of sufficient funds, I must pay an additional charge equal to the bank fee charged to COUCH or the House. COUCH and the House may use collections agencies and courts to recover unpaid debts, and add resulting agency and court fees to the debt being collected.
- 8 *Room Charge.* **Every month in the Term I must pay COUCH the Room Charge no later than the first.** However, I must pay the first month's Room Charge before Check-in. If the Term is less than four months, I must pay the total of the Room Charges over the Term before Check-in, unless I obtain a payment plan signed by the COUCH Treasurer.
- 9 *Utility Charges.* **I will pay the calculated Utility Charge in advance on the first day of each month in the Term, regardless of non-occupancy. This charge covers expenses incurred by the House, including expenses such as food, power, water, phone and garbage hauling services, and usage fees, including parking.** I must pay the first month's Utility Charge before Check-in.
- 10 *Labor Charges.* I may be charged up to \$10 per hour for missed labor.
- 11 *Pro-rated Charges.* If the Starting or Ending Dates do not coincide with the first day of the month, monthly charges will be prorated for the appropriate fraction of a month.
- 12 *Incurred Obligations.* I must reimburse any expense I cause by action or inaction to be incurred by the House, including purchases, services and telephone bills, unless the House chooses to cover them.
- 13 *Check-out Charges.* If upon Check-out, if the Room is damaged or not clean, I have abandoned articles, or I have not returned Building or Room keys to the membership coordinator, I will be assessed a Check-out Charge. The Check-out Charge covers work and materials necessary to restore the Room to the condition and value it had at Check-in. In the calculation of this charge, contracted services are at cost, labor performed by House Members is at \$10 per person-hour, and handling of abandoned articles is assessed as directed in this Contract and by law. If there are unreturned Building or Room keys, the Check-out Charge will also include expenses incurred in the rekeying of matching locks and replacement of matching keys.

Member Initials: \_\_\_\_\_ COUCH Initials: \_\_\_\_\_

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- 14 *Security Deposit.* I grant COUCH for the duration of the Term a Security Deposit to be held and disbursed for any unpaid Charges. This deposit is fully refundable if I fully perform my obligations according to this Contract. **The Security Deposit is not an advance payment for any Charges.** Charges exceeding the Security Deposit may be added to my debt. If there are any Charges deducted from the Security Deposit, COUCH must mail written details of all damages to my last known address within 30 days after Check-out. COUCH must mail my Security Deposit to my last known address within 45 days of the Ending Date.
- 15 *Condemnation.* If all or part of the Property is taken for public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, COUCH may end this Contract, and then I will only be liable for the prorated portion of rent due before COUCH surrenders possession. If this Contract does not end in such a circumstance, COUCH must restore the Room and common areas to a reasonable condition, and adjust the room charge equitably.

## C. Defaults and Remedies

- 1 *Eviction.* If I violate this Contract, COUCH may begin the eviction process as provided by city code and law.
- 2 *Past Due.* An account is 'Past Due' when more than \$100 is owed for more than 15 days.
- 3 *COUCH Payment Plans.* **My COUCH account must not be Past Due, unless I am following a payment plan that has written approval of the COUCH Treasurer. COUCH may charge me a \$15 fee for each missed plan payment.**
- 4 *House Payment Plans.* **My House account must not be Past Due, unless I am following a payment plan that has written approval of the House. The House may charge me a \$10 fee for each missed plan payment.**
- 5 *Cancellation.* Before the Term begins, COUCH may void this Contract in writing if I am Past Due with COUCH or a COUCH House.
- 6 *Abandonment.* If I am absent with visible intent not to return, and with monetary obligations unpaid, COUCH may take possession of the Room. If I abandon the Room or fail to remove my personal property from the Property after the Ending Date, my property may be removed and stored by COUCH and charged at market rates. COUCH may dispose of my personal property 30 days after mailing written notice to my last known address. If COUCH reasonably believes the sale value of abandoned property is less than the cost of storage, or it may spoil, then COUCH may immediately dispose of my property.
- 7 *Non-waiver.* Failure by COUCH to enforce a provision of this Contract on one or more occasions is not a continuing waiver of the rights of COUCH to enforce the provision.

## D. The Property

- 1 *Habitability.* I have inspected the common areas of the Property, or had the same inspected on my behalf, and acknowledge that it is in a reasonable and acceptable condition for its intended use.
- 2 *House Key.* COUCH will issue me one key for the Building.
- 3 *Electrical Safety.* **All devices I connect to Property electrical current must be UL or CSA certified. Extension cords and strips must be kept in good condition, must not be placed under floor coverings, and must not be chained nor piggybacked.**
- 4 *Fire Safety.* **Non-liquid-filled space heaters, non-desktop halogen lights, smoking, and incense burning are prohibited in the Building. Candles and open flame are prohibited in the Building, except when used to prepare or serve food in the kitchen or dining rooms. Heating elements and devices drawing over 500 watts, including space heaters and cooking appliances, but not hair dryers or curlers, must be pre-approved by the House. I must not obstruct fire exits.**
- 5 *Prohibited Items.* **I must not possess, store, or use at the Property anything explosive, unnecessarily toxic, highly flammable, illegal, that creates a safety or health hazard to any person, or that could reasonably be expected to increase the risk of fire. Such prohibited items include fuels, fueled vehicles, firearms, ammunition, explosives, and illegal drugs.** Flammable substances, such as oil-based and spray paints, must be stored in accordance with fire code. Waterbeds are prohibited in non-basement rooms.
- 6 *Prohibited Activities.* **I must not conduct any activities counter to law, statute, or ordinance in or near the Property. I must not go upon the roof of the Building, attempt work on its natural gas lines, nor attempt work on 220-volt circuits.**
- 7 *Guests.* A Guest is a person I allow onto the Property who is not a House Member. **I am responsible for Guests, and damages, incurred obligations, and contract violations they cause.** COUCH or the House may ask a guest to leave the Property, after which the continued presence of the Guest may result in trespassing charges against the Guest.
- 8 *Approved Guests.* No Guest may reside on the Property for more than two consecutive weeks, or more than a total of four weeks per year, without prior approval of the House. COUCH or the House may revoke this approval at any time.
- 9 *Damage.* I am responsible for any damage my pets, Guests, or I cause by action or inaction to the Property, and resulting repair costs will be added to my rent.
- 10 *Storage.* **I may store at my own risk furnishings and personal property in common areas of the Property with the approval of the House. I must not store combustibles in boiler or furnace rooms.**

Member Initials: \_\_\_\_\_ COUCH Initials: \_\_\_\_\_

## E. The Room

- 1 *Furnishings.* COUCH must furnish the Room with a bed, dresser, and desk.
- 2 *Room Key.* COUCH must issue me one key to the Room. I must not change locks without prior House approval.
- 3 *Habitability.* I have inspected the Room, or had the Room inspected on my behalf, and acknowledge that the Room is in a reasonable and acceptable condition of habitability for its intended use, and I agree that the agreed Room Charge is fair and reasonable.
- 4 *Inspection.* With 24-hour notice, an agent of COUCH or the House may inspect my room for safety or health hazards, or enter to perform maintenance.
- 5 *Check-in and Check-out.* I will inspect the Room upon arrival, and document its condition on the Check-in form. I must return the Check-in form to the House membership coordinator, or it will be assumed I found Room to be free of damage and defect. Upon Check-out, the House will inspect the Room for any problems not documented upon Check-in, and assess the Check-out fee as described in this Contract.
- 6 *Remodeling or Structural Improvements.* I may remodel or make structural improvements to the Room to facilitate its use for dwelling purposes. Before making changes to the Room that will remain after my departure, including drilling and painting, I must first obtain permission in accordance with the policies of the House and COUCH. Unless the House Handbook specifies otherwise, these changes are made at my own expense. **Unless granted permission by the House or COUCH to do otherwise, I must reverse any changes I make to the Room before Check-out, and leave the Room in substantially the same condition as it was at Check-in.**
- 7 *Pets.* I must have House approval to have pets in the Building. This approval may include restrictions determined by the House. I am responsible for any damages, incurred obligations, or contract violations caused by my pets.

## F. Property Management

- 1 *Ownership.* For Brooks Co-op and Harvest House, 'the Manager' refers to NASCO Properties, Inc., a Michigan nonprofit corporation, P.O. Box 7715, Ann Arbor, Michigan. For Phoenix House, 'the Manager' refers to Bruce and Janice Pea, Champaign, Illinois.
- 2 *Assignment.* The Property is owned by the Manager. COUCH has leased the Property from the Manager, and contracts between myself and the Manager do not affect the legal status of the Contract, except as specifically noted. If COUCH is in default under its lease with the Manager, the Contract will be assigned to the Manager, and I will deliver future monthly room charges to the Manager. I will submit such payments in a timely fashion, as directed by the Manager.
- 3 *Remedies.* If the Manager violates its contract with COUCH, I must not sue to enforce that contract, but must seek to have COUCH enforce the contract.
- 4 *Insurance.* Neither COUCH, the Manager, nor the House insure me or my Guests against the theft, damage, loss or destruction of personal property from any cause, including acts or omissions of third parties, unless caused by negligence or failure of COUCH or the Manager in performance of a duty imposed by law. **If I wish to protect my personal property, I am strongly advised to obtain renter's insurance.**
- 5 *Hold Harmless.* I, along with all of my heirs and personal representatives, hold COUCH, the Manager, and the House harmless from all damages, loss, or liability that results from my negligent, illegal, or malicious use or misuse of the premises.
- 6 *Attached and Incorporated Documents.* For Members of Phoenix House, the lease signed on June 6, 2006 between COUCH and the Manager, in which "Tenant" refers to the Member in this contract, is attached and incorporated by reference as part of this COUCH Membership Contract.

## G. House Co-Management

- 1 *Acceptance of Rules.* I must join and participate in the community of residents of the House, regularly attend House meetings, and follow in good faith the rules and procedures in the House Handbook. I am familiar with the bylaws and rules of both COUCH and the House.
- 2 *Responsibilities:* **I must perform House labor as directed by the House.** This work includes approximately five hours each week I reside in the house and official House work days. The labor includes ensuring regular, shared meals as described in the House Handbook; keeping the House maintained, clean, and neat; and performing administrative responsibilities in the House and COUCH. **I must not miss over 15 hours of work.** I must neither delegate my labor responsibilities nor pay others to do them on my behalf.
- 3 *Co-operating:* **I must be cooperative to keep the House operating effectively, by getting along with House members and neighbors of the House and working to resolve conflicts calmly and peacefully.** I must make a reasonable and good faith effort to settle disputes through mediation, which does not preclude other legal rights of all parties. I must respect House quiet hours.
- 4 *Maintenance.* COUCH, the Owner and the House are jointly responsible for keeping the Property in good repair. While maintenance is the Owner's financial obligation, much of the much of the maintenance work must be undertaken by the House. The House is specifically responsible for ensuring fire safety, by having functional smoke alarms, fire alarms, and fire extinguishers. **I must not perform electrical or plumbing work without prior House approval. If I discover any water leaks or damage, or fire or safety hazards, I must notify the House immediately.**

Member Initials: \_\_\_\_\_ COUCH Initials: \_\_\_\_\_

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- 5 *Membership.* **Approval of roommates, delegates, assignees, and sublessors is obtained exclusively through their attainment of House membership and of a COUCH contract for the Room.** The House membership process may exclude applicants from membership.

## H. Interpretation

- 1 *Conventions.* The captions and section headings in this Contract are for convenience only, and are not to be used in the interpretation of this Contract. 'Including' introduces a non-exhaustive list of examples.
- 2 *Completeness.* This Contract constitutes the final and complete agreement between the parties with respect to the subject matter addressed by this Contract, and supersedes any prior or contemporaneous agreements and understandings, both written and oral.
- 3 *Amendment.* This Contract cannot be amended, except by written agreement signed by all parties.
- 4 *Severability.* If any portion of this Contract is held to be invalid or unenforceable for any reason, the remaining portions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but by limiting such provision, it would become valid and enforceable, then such provision will be considered to be written, construed, and enforced as so limited.
- 5 *Rights.* The rights of the parties under this Contract are cumulative, and must not be construed as exclusive unless otherwise required by law.
- 6 *Choice of Forum.* The parties consent to the exclusive jurisdiction of the state and federal courts for the County of Champaign, Illinois for the determination of claims or controversies between the parties. This Contract is construed in accordance with the laws of the State of Illinois.
- 7 *Subordination of Contract.* This Contract is subordinate to any mortgage on the Property.

Member Initials: \_\_\_\_\_ COUCH Initials: \_\_\_\_\_