

## Community Housing Expansion of Austin, Inc., Contract for Associate Membership

This contract is between Community Housing Expansion of Austin (hereinafter referred to as "CHEA"), and the person named below (hereinafter referred to as "associate"). This associate membership is specific to the property known as La Reunion Cooperative at 7910 Gault Street, unless otherwise specified.

1. NAME of Associate: \_\_\_\_\_.

2. TERM: The term of this contract for membership shall be begin on \_\_\_\_\_, 20\_\_ and continue on a **month-to-month** basis unless this contract is terminated in the manner outlined herein. To terminate this contract notice must be given in writing. Notice will go into effect on the last day of the month in which it is given, and the contract will terminate at the end of the month following the one in which notice is given unless other circumstances such as those cited in paragraph 11 apply. It is understood by all parties that neither CHEA nor the Associate has any obligation to renew this contract for future terms.

3. MEMBERSHIP FEE AND DEPOSIT: The Associate agrees to pay a one time non-refundable membership fee of \$50.00. The Associate will pay a refundable deposit equal to one month's payment to CHEA when signing this contract. CHEA may use the deposit for any and all purposes. CHEA may also require an additional deposit to provide the Associate member with a key to the commons areas of the building.

4. PAYMENT DUE: Associate will pay for membership in CHEA on the first of each month, which is the due date. The amount due each month is \$\_\_\_\_.00. If the associate begins his\her contract after the end of the month, the prorated payment for the month will be \$\_\_\_\_.00.

5. LABOR: Associate will agree to complete \_\_\_\_\_ hours of labor per week, to be assigned by a representative of the house, to the satisfaction of the membership of the house.

6. LATE PAYMENT: The monthly payment must be paid by the due date. The monthly payment is delinquent after the due date and will authorize CHEA use of all remedies of this contract. If more than \$20 is owed after the seventh day of the month, a \$5 late fee will be assessed. If the associate has an outstanding balance of more than \$20 after the fifteenth of the month, another \$5 late fee will be charged. Associate agrees to pay \$25 for each returned check, plus late payment charges outlined until acceptable payment is received by CHEA. All late charges are considered liquidated damages for CHEA time, inconvenience, and overhead in collecting late payments. Attorney's fees and any litigation costs are separate from and above the late charges.

7. MEMBERSHIP: CHEA is a cooperative and operates under the concept of cooperation between members to solve house problems. It is the associate's responsibility to identify areas where potential problems could arise and impact on associate's enjoyment and participation in CHEA. Associate is obligated to discuss complaints as to food service or house atmosphere, repairs, and other conditions with the house officers or at house meetings to solve personal and house problems.

8. MEALS: CHEA agrees to provide \_\_\_\_\_ meals per week to the associate. (A meal is defined as any meal-sized portion of food, whether it be prepared food, leftovers, unprepared food from the fridge or pantry, or any and all food purchased by the house.)

9. FACILITIES: CHEA agrees to allow associate the use of any facilities that are enjoyed by the residents of the house while associate is on CHEA property. This includes use of laundry, bathing, non-consumable kitchen, and grounds equipment and facilities. Associates may not sleep in common areas unless extenuating circumstances apply. Abuse of this exception is acceptable grounds for member review. Associates may not store items in common areas of the premises without permission of the house.

10. REPAIRS / MALFUNCTIONS. If any equipment or machinery breaks down or for any cause ceases to function properly, CHEA will use reasonable diligence to make repairs promptly. However, if, for reasons beyond the control of CHEA, CHEA fails to furnish any of these utilities, CHEA will not be held liable for damages to either person or property and there shall be no abatement of monies due under this contract. Such failure will also not release resident from their obligations under this contract, including rent. All requests for repairs and services should be in writing to the designated house representative. CHEA may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruptions. Resident shall notify the CHEA designated representative of: water leaks, electrical problems, broken glass, plumbing problems, broken latches or locks, and of any condition which poses a material hazard to health or safety.

#### 11. TERMINATION

a. Grounds CHEA may terminate the Associate's right of membership at any time for any of the following:

1. Non payment of due bills and other charges
2. A debt owed on a previous contract with CHEA
3. Failure to pay CHEA for damages, repairs and service costs
4. Associate or Associate's guest violating contract, membership agreement, and CHEA or house rules or policies or federal/state/local laws.
5. Non-performance of house labor.
6. Vandalism/damages to CHEA property
7. Violence to other members, guests or any other persons on CHEA property
8. Violation of eligibility requirements set by CHEA
9. Providing false information on membership application

b. Process CHEA may terminate Associate's right of membership by giving Associate's seven days written notice to not return to CHEA property. Notice may be given by any of the following methods:

1. regular mail,
2. certified mail, return receipt requested,
3. personal delivery to Associate,
4. personal delivery to the associate's residence, or
5. affixing the notice to the Associate's assigned place of labor in a clearly visible fashion.

Such termination does release Associate from liability for future payments occurring during the term of this contract. After CHEA gives notice of termination, or after CHEA asks the individual not to return to the property, CHEA may still accept payments or other sums due, and such notice, filing, or acceptance will not waive or diminish CHEA's right of termination or any other contractual or statutory right. Acceptance of monies at any time will not waive CHEA's right of property damages, past or future payments, or other sums due. CHEA may report unpaid amounts to credit agencies for recordation in Associate's credit record.

**Associate**

**Community Housing Expansion of Austin, Inc.**

\_\_\_\_\_  
Associate's Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Associate's Printed Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Membership Fee \$

\_\_\_\_\_  
Permanent Address

\_\_\_\_\_  
Deposit Amount Provided

\_\_\_\_\_  
Permanent Phone #

\_\_\_\_\_  
SSN#

\_\_\_\_\_  
Driver's License # and State

Associate shall pay all collection agency fees incurred by CHEA. If CHEA prevails in any suit action for termination of agreement, unpaid monthly charges, damages, or other sums, Associate shall be liable for court costs and attorney's fees. All amounts will bear 18% per annum interest from due date, compounded annually.

THIS AGREEMENT IS FOR THE TIME SPECIFIED AND CANNOT BE CANCELLED WITHOUT APPROVAL OF CHEA, INC.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING.