

# Community Housing Expansion of Austin, INC.

## Contract for Living Accommodations

This contract is between Community Housing Expansion of Austin, INC. (hereinafter referred to as "CHEA") and the person(s) named below (hereinafter referred to as "Resident"), who will be temporarily residing at the address specified below (hereinafter referred to as the "Cooperative"), but whose permanent address is noted at the end of the contract.

In case of any conflict between this contract and a contract that the resident has signed with the Housing Authority of the City of Austin regarding this lease term, the one signed with the Housing Authority will take precedence.

Name(s) of Resident(s) \_\_\_\_\_

Address of Room/Unit \_\_\_\_\_

1. **ROOM/UNIT.** CHEA will lease [**check one**]: a unit \_\_\_\_\_ *or* a single room \_\_\_\_\_ for use as private residence only.

2. **TERM.** The term of rental occupancy will be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ unless this contract is terminated in a manner outlined in Paragraph 13. This contract is for the time specified only. It is understood by all parties that neither CHEA nor Resident has any obligation to renew this contract for future terms.

3. **SECURITY DEPOSIT.** Resident will pay a security deposit of \$\_\_\_\_\_ to CHEA when signing this contract. CHEA may use the deposit for any purpose. See Paragraphs 36 and 37 for security deposit deductions and return information.

4. **RENT.** Resident will pay \$\_\_\_\_\_.00 per month for rent on or before the first day of each month, which is the due date. Cash payments will not be accepted. If the term of the contract begins after the first day of the month, Resident will pay a prorated rent of \$\_\_\_\_\_.00 on or before the first day of the contract term.

5. **LATE PAYMENT.** The rent must be paid by the due date. There is no grace period, and Resident agrees that not paying rent on the seventh day of each month is a material breach of this contract. If all rent is not paid on or before the 7th day of the month, a \$10 late fee will be assessed. If Resident has an outstanding balance of more than \$100 on the 15th of the month, another \$10 late fee will be assessed. Resident agrees to pay \$25 for each returned check, plus late payment charges until acceptable payment is received by CHEA. All late charges are considered liquidated damages for CHEA's time, inconvenience, and overhead in collecting late rent. Attorney's fees and any litigation costs are separate from the late charges. Payment of rent is an independent covenant. CHEA, at its own option, and without notice, may apply payments first to non-rent obligations of resident, then to rent,

regardless of notations, and regardless of when the obligations arose.

6. **MEALS.** CHEA will [**check one**]: provide 7 meals per week \_\_\_\_\_ *or* not provide meals to Resident.   X  

7. **MEMBERSHIP.** Resident qualifies as a full member of CHEA and is subject to all rules and regulations and entitled to all rights and privileges of a full member. Resident must remain a full member of CHEA for the entire duration of this contract.

CHEA is a cooperative and operates under the concept of cooperation between members to solve membership, maintenance, or other problems. It is Resident's responsibility to identify areas where potential problems could arise and impact on the enjoyment and participation of the Cooperative. Resident is obligated to discuss complaints regarding member services or conditions of the Cooperative with the Cooperative's elected coordinators or at cooperative meetings.

8. **FURNISHINGS.** CHEA will provide common areas with furnishings, with private areas being furnished by Resident.

9. **ASSIGNMENT OF ROOMS OR UNITS.** It is understood that CHEA will use its best efforts to accommodate requests for specific room or unit assignments and designated roommates, but that CHEA will have sole discretion to make such assignments. CHEA also reserves the right to reassign Resident to another room or unit at any time during the term of this contract.

10. **UTILITIES.** CHEA will furnish at no additional cost to Resident the following:

- (1) Water.
- (2) Wastewater.
- (3) Gas.
- (4) Trash/Recycling.

11. **REPAIRS / MALFUNCTIONS.** If any equipment or machinery breaks down or ceases to function properly, CHEA will use reasonable diligence to make repairs promptly. All requests for repairs and services should be in writing to the designated CHEA representative. The designated CHEA representative may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruptions. Resident shall notify the designated CHEA 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.

Resident shall pay for the cost, or reimburse CHEA the cost, of damage caused by Resident's or Resident's guest's negligence carelessness, accident, or abuse.

12. **DEFAULT BY CHEA.** CHEA agrees to act with diligence to maintain fixtures, furniture, utilities, heating, and air conditioning and to remain in substantial compliance with applicable federal, state and local laws regarding safety, sanitation and fair housing. **If CHEA violates any of these responsibilities, Resident may possibly terminate this contract and exercise other remedies under Texas Property Code Sec. 92.056 by the following procedure:**

- (1) all rent must be current, and Resident must make a written request for repair or remedy of the condition, after which CHEA will have a reasonable time for repair or remedy;

- (2) if CHEA fails to do so, Resident must make a second written request for the repair or remedy (to ensure there is no miscommunication), after which CHEA will have a reasonable time to repair or remedy; **and**
- (3) if the repair or remedy still has not been accomplished within a reasonable time period, Resident may immediately terminate this contract by giving CHEA a final written notice.

**Resident also may exercise other statutory remedies, including those under Texas Property Code Section 92.0561.**

**13. TERMINATION BY CHEA.**

a. Grounds. CHEA may terminate Resident's right of occupancy for any of the following reasons:

- (1) non-payment of rent or other charges;
- (2) a debt owed on a previous contract with CHEA;
- (3) failure to pay CHEA for damages, repairs, or service costs;
- (4) Resident or Resident's guest violating: lease, contract, membership agreement, CHEA or Cooperative rules or policies, or federal/state/local laws;
- (5) abandonment of premises;
- (6) non-performance of cooperative labor;
- (7) vandalism/damages to CHEA property, including the Cooperative;
- (8) violence to other residents, guests, or any other persons at the Cooperative;
- (9) violation of eligibility requirements set by CHEA; or
- (10) providing false information on membership application.

b. Process. CHEA may terminate Resident's right of occupancy by giving Resident three days written notice to vacate the Cooperative given by:

- (1) regular mail
- (2) certified mail, return receipt requested;
- (3) personal delivery to Resident;
- (4) personal delivery to the Resident's room; or
- (5) affixing the notice to the Resident's room door.

Such termination does not release Resident from liability for future rent occurring during the term of this contract. After CHEA gives notice to vacate, or after CHEA files eviction suit, CHEA may still accept rent or other sums due, and such notice, filing, or acceptance will not waive or diminish CHEA's right of eviction 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 rent, or other sums due. CHEA may report unpaid amounts to credit agencies for recordation in Resident's credit record.

**14. GENERAL.** No oral promises, representations, or agreements have been made by CHEA or any CHEA representatives. This contract is the entire agreement between the parties. CHEA's representatives have no authority to waive, amend, or terminate this contract or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose duties of security or other obligations on CHEA or CHEA representatives, unless in writing.

**15. ACCELERATION AND EARLY MOVE-OUT.** Unless CHEA elects not to accelerate rent, all monthly rent for the rest of the contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if,

without CHEA's written consent:

- (1) Resident moves out, removes property in preparing to move out, or Resident gives oral or written notice of intent to move out before the contract term ends; **and**
- (2) Resident has not paid all rent for the entire contract term.

Such conduct will be deemed a default or reason for termination for which no notice by CHEA to Resident is necessary, and Resident will also be liable for a reletting charge of \$100.00. All remaining rent and monies owed will likewise be accelerated if Resident is judicially evicted or moves out when CHEA demands because Resident has defaulted. Acceleration is subject to CHEA's mitigation obligations as follows: CHEA will exercise customary diligence to relet and minimize damages and will credit all later rent that CHEA actually receives from subsequent resident against Resident's liability for past-due and future rent and other sums due.

**16. RELEASE OF RESIDENT.** Resident will not be released on grounds such as a desire to move to another place, transfer between schools in Austin, loss of co-residents, bad health, involuntary job transfer, marriage, divorce, loss of employment, or any other reason unless so approved by CHEA.

**17. LIABILITIES AND INDEMNITY.** CHEA and its representatives will not be liable for injury, loss, or damage to person or property occurring within the building or on the property, unless caused by or resulting from the acts, omissions, or negligence of CHEA or its representatives. Resident assumes all risks of loss or damage to Resident's property. Resident will defend, indemnify, and hold CHEA harmless from all liability arising from Resident's conduct or that of Resident's invitees, occupants, or guests.

**18. NO LIABILITY FOR DESIGN DEFECT.** CHEA shall not be liable to Resident or Resident's guests for any damages to persons or property due to building design or the mechanical system which may exist or occur.

**19. FIRE.** In the event of fire or damage to the premises not caused by negligence or fault of Resident or Resident's guests, which causes the premises to be partially unfit for occupancy, a proration of rent will be made by CHEA. In the event of total destruction or damage rendering the premises totally unfit for occupancy, this contract will terminate. Unmatured rents will be canceled and prepaid rent will be refunded.

**20. CONTRACTUAL LIEN.** All of Resident's personal property in the room or unit or on the premises (except exempt under Texas Property Code sec. 54.042) is subjected to a contractual lien to secure payment of delinquent rent and other sums due and unpaid under this contract. If Resident's rent is delinquent, CHEA representatives may peacefully enter the room or unit and remove and/or store all property subject to lien. After the property is removed, a written notice of entry must be left in a conspicuous place in the room or unit including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. In order to clear an abandoned room or unit, a CHEA representative may enter the room or unit and remove and store all property of every kind encountered therein. CHEA will not be liable for casualty, loss, damage, or theft of the stored property, and CHEA will impose reasonable charges for packing, removing, or storing such

abandoned or seized property. If Resident is absent from premises for 7 consecutive days during the term of the contract, without written notice, while all or any portion of the rent is delinquent, the premises shall be deemed abandoned.

Except for animals and property removed after the death of a sole resident, CHEA may throw away or give to a charitable organization all personal property left in the room or unit after surrender or abandonment. Property not thrown away or given to charity may be disposed of only by public or private sale (subject to any recorded chattel mortgage) after thirty days written notice of time and place of sale, itemized amounts owed, and the name, address, and phone number of the person to contact is sent to Resident at the above room or unit address and permanent address. Sale must be to the highest cash bidder, proceeds must be first credited to the cost of sale, then applied to the indebtedness owing CHEA. Any excess proceeds must be mailed to Resident's last known address. Acceptance of rent or any other sum due is not a waiver of CHEA's right to eviction, damages, or past due rent, if suit has been filed at the time of acceptance.

### **OTHER CONDITIONS**

**21. RIGHT OF NON-ACCEPTANCE:** Until the management of CHEA has signed this contract, CHEA retains the right to refuse acceptance of the Resident for any lawful reason whatsoever. CHEA will not take into consideration the applicant's race, religion, gender, age, marital status, sexual preference, national origin, or physical handicap.

**22. OCCUPANCY:** Resident agrees that the unit will be for residential purposes only and occupied by Resident and no one else; or if the unit is double occupancy, the other occupant will be the person assigned by CHEA and no one else. Resident agrees that no activities will be permitted in the room, unit, or on the premises, which (i) would unreasonably disturb or unfavorably affect the residents of the Cooperative, (ii) uses any part of the unit for any illegal or unlawful activity, or (iii) uses any part of the unit for any business.

**23. PETS:** No pets (including mammals, marsupials, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, on the premises without approval of CHEA. If CHEA allows an animal, Resident must sign a separate animal addendum, pay a non-refundable pet fee of \$0.00, pet security deposit of \$50.00, and agree to the Cooperative house rules regarding pets. If a pet has been in the room or unit at any point during Resident's occupancy with or without Cooperative permission, Resident may be made liable for reasonable costs for de-fleaing, deodorizing, or shampooing to protect future residents from potential health hazards.

**24. PARKING:** CHEA may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside a room or unit, on sidewalks, under stairwells, or in handicapped-parking areas. CHEA may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- (1) has a flat tire, is on jacks or blocks, has a wheel missing, or is otherwise inoperable;
- (2) takes up more than one parking space;
- (3) belongs to a resident or occupant who has surrendered or abandoned the room or unit;

- (4) is in a disabled parking space without the legally required insignia;
- (5) blocks another vehicle from exiting or blocks a garbage truck from dumpster access;
- (6) is in a fire lane or designated “no parking” area;
- (7) is on the grass, sidewalk, or patio;
- (8) has no current license or registration, and CHEA has given Resident at least 10 days’ notice that the vehicle will be towed if not removed; **or**
- (9) is not moved to allow parking lot maintenance.

**25. CONDITION OF PREMISES.** Resident accepts the room or unit, all furnishings, and fixtures as is, except for conditions materially affecting health or safety of ordinary persons. CHEA makes no implied warranties. Resident will inspect the room or unit, note any defects or damages on the room condition form, and return it to the designated CHEA representative within 48 hours after move-in. Such exception will be acknowledged by both parties. Resident agrees to keep the premises in good condition. This includes the following:

- (1) Resident will repair broken glass, furnishings, fixtures, or other damages which are deemed by CHEA or its representatives to be the Resident’s responsibility.
- (2) Resident will not alter or damage the walls, ceiling, or floors.
- (3) Resident will not put any signs or lettering on walls, doors, or windows, except in designated areas or by approved methods.
- (4) Resident will not paint walls, either in their assigned rooms or any common area of the Cooperative, without the permission of the Cooperative.
- (5) Resident will not allow any damage to any part of the building.
- (6) Resident will not have waterbeds, highly visible antenna installations, hot plates, locks, or security devices without the express consent of CHEA.

Resident will be liable for all loss, breakage, or other damage to the furnishings provided by CHEA. In the event of a double occupancy of a unit, responsibility for damages to a unit will be shared equally by residents occupying the same unit, in lieu of the resident responsible for the damages acknowledging responsibility for the damage. At the end of the term, Resident agrees to return all keys to CHEA buildings and to leave furnishings and premises in good condition as received, normal wear and tear excepted.

**26. RIGHT OF ENTRY.** Resident will permit CHEA and its representatives to enter the premises to inspect, clean, or make repairs, additions, or alterations, as CHEA may deem necessary or permitted by law. In such a case, Resident will not be entitled to any abatement or reduction of rent.

**27. RULES AND REGULATIONS.** Resident, Resident’s guests, and other occupants will comply with all of the bylaws and all written rules and regulations, which will be considered a part of this contract. CHEA may make reasonable rule changes if they are in writing and distributed to all residents or if they are posted in common areas of the property. CHEA also reserve the right to control the use of all common areas, parking area, and any grounds surrounding the building. The conduct of Resident and Resident’s guests shall not be loud, obnoxious, or unlawful and should not disturb the right, comfort, health, safety, or other conveniences of other residents. Resident is liable to CHEA for any damages caused by Resident, Resident’s guests, or occupants and any form of vandalism or offensive physical violence by Resident, Resident’s guests, or occupants on the premises will be grounds for eviction. CHEA may regulate, limit, or prohibit from CHEA property motorcycles, bicycles, other vehicles,

solicitors, and guests who in CHEA's reasonable judgment have been disturbing other residents, the peace of the Cooperative, or violating this contract or applicable rules.

**28. COOPERATIVE LABOR.** Resident agrees to perform an assigned share of the regular work duties necessary for the proper operation of the Cooperative as detailed in the Cooperative's house rules. Such duties are not to exceed six hours per week. Additional labor may be assigned by a vote of the Cooperative. Resident agrees to pay up to \$30 for each hour of assigned labor not completed during the contract period.

**29. FIRST MONTH'S RENT.** If Resident fails to pay the first installment payment at or prior to the start of this contract, all future payments may be automatically accelerated without notice. CHEA may also terminate Resident's right of occupancy and recover future rent, reletting charges, attorney's fees, court costs, and other lawful charges.

**30. DELAY OF OCCUPANCY.** CHEA is not responsible for any delay of Resident's occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay, and
- (2) Resident's right to terminate the contract in writing as set forth below.

Termination notice must be in writing. After termination, Resident is entitled only to refund of any deposit(s) and any rent Resident paid. Rent abatement or contract termination does not apply if the delay is for cleaning or repairs that do not prevent Resident from moving into the room or unit.

If there is a delay of Resident's occupancy and CHEA has not given notice of delay as set forth immediately below, Resident may terminate this contract up to the date when the room or unit is ready for occupancy, but not later.

- (1) If CHEA gives written notice to Resident when or after the contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the room or unit will be ready on a specific date—Resident may terminate the contract within 3 days after Resident receives written notice, but no later.
- (2) If CHEA gives Resident written notice before the date the contract begins and the notice states that a construction delay is expected and that the room or unit will be ready for Resident to occupy on a specific date, Resident may terminate the contract within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective contract date for all purposes. This new date cannot be moved to an earlier date unless CHEA and Resident agree in writing.

**31. RENT CHANGE.** CHEA may give notice of at least 30 days of a rent change proposed to take place during the term of this contract. In the event of a rent change, Resident may choose to terminate by giving at least 27 days notice. In the event of a rent change, CHEA may offer a new contract at the new rental rate, or CHEA may maintain the rent at the level stated herein and maintain this contract in full force and effect. CHEA must give 25 days notice of the final decision. Rent changes are approved by a vote of the Cooperative.

**32. PRECONDITION OF OCCUPANCY.** Resident also understands that the Cooperative is owned by NASCO PROPERTIES, INC., A Michigan nonprofit corporation (NASCO Properties).

Resident agrees that this contract will be assigned to NASCO Properties in the event that CHEA is in default under its own lease with NASCO Properties, and that in such event the Resident shall deliver future monthly rent payments to NASCO Properties. Resident will agree to submit such payments in timely fashion, as directed by NASCO Properties.

**Resident agrees that if NASCO Properties somehow violates its contract with CHEA, Resident will not be allowed to sue to enforce that contract, but must seek to have CHEA enforce the contract.**

### **MOVE OUT PROCEDURES**

**33. CLEANING.** The room or unit, including windows, fixtures, carpet or floors, bathrooms, and appliances must be cleaned thoroughly. If Resident fails to clean in accordance with cooperative rules, they shall be liable to the Cooperative for reasonable charges to complete such cleaning, including, but not limited to, charges for cleaning carpets, draperies, walls, etc. which are soiled beyond repair. If the room or unit has been painted by Resident, it must be repainted to colors acceptable to the Cooperative. If Resident departs without repainting, CHEA will automatically retain \$100 of the Resident's deposit to pay for repainting.

**34. MOVE-OUT NOTICE.** CHEA and Resident agree no formal notification is required as departure is expected on the day that this contract ends. Prior to moving out, all monies must be paid through the end of the lease term. Resident is prohibited by statute from applying a security deposit to rent. Resident agrees not to stay beyond the date Resident is supposed to move out without making prior arrangement with the cooperative.

**35. MOVE-OUT INSPECTION.** Resident will meet with a CHEA representative for the move-out inspection. The check-out form must be completed with current room or unit conditions or damages (in excess of normal wear and tear) noted. If Resident has failed to complete all assigned cooperative labor, it must be noted on the form. The CHEA representative has no authority to obligate or limit CHEA regarding deductions.

**36. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** Resident shall be liable for the following charges, if applicable:

- (1) any unpaid sums due under this contract;
- (2) damages to premises beyond reasonable wear and tear;
- (3) fair share of repair or replacement for common area damages;
- (4) unreturned keys;
- (5) removing illegally parked vehicles;
- (6) attorney's fees, court costs, filing fees, and other lawful deductions;
- (7) guest's meals and labor penalties; and
- (8) other sums due under this contract.

**37. DEPOSIT RETURN.** CHEA will mail Resident's security deposit (less lawful deductions) no later than 30 days after surrender or abandonment, unless laws provide otherwise. Resident has surrendered the room or unit when:



- (1) the move-out date has passed and no one is living in the room or unit; or
- (2) room or unit keys have been turned in to CHEA—whichever happens first.

Resident has abandoned the room or unit when all of the following have occurred:

- (1) Resident appears to have moved out in CHEA's reasonable judgment;
- (2) clothes, furniture, and personal belongings have been substantially removed in CHEA's reasonable judgment;
- (3) Resident has been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the room or unit not connected in CHEA's name has been terminated or transferred; and
- (4) Resident has not responded for 2 days to CHEA's notice left on the inside of the main entry door stating that we consider the room or unit abandoned.

A room or unit is also considered abandoned 10 days after the death of a sole resident.

Under Texas Property Code, in the case of a multi-unit complex, landlord must provide tenant with a copy of applicable towing and parking rules before the lease is executed.

**Resident**

Resident's Signature: \_\_\_\_\_  
Resident's Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
Permanent Phone: \_\_\_\_\_  
SSN#: \_\_\_\_\_  
Driver's License # and State: \_\_\_\_\_

**Resident #2 (if applicable)**

Resident's Signature: \_\_\_\_\_  
Resident's Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
Permanent Phone: \_\_\_\_\_  
SSN#: \_\_\_\_\_  
Driver's License # and State: \_\_\_\_\_

**CHEA Representative**

Representative's Signature: \_\_\_\_\_  
Representative's Name: \_\_\_\_\_  
Representative's Position: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**THIS LEASE IS FOR THE TIME SPECIFIED AND CANNOT BE CANCELLED WITHOUT APPROVAL OF CHEA, INC. THIS IS A BINDING LEGAL DOCUMENT-READ CAREFULLY BEFORE SIGNING.**

# EMERGENCY CONTACT INFO

If you would like your emergency contact info on file with CHEA in the event of an emergency, please fill out the following:

Contact name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Contact name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Contact name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Contact name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

# CHEA Harassment Policy

- Policy Statement
- Definitions
- Recognizing Harassment
- Examples
- Grievance Procedure

## Policy Statement

This document defines the harassment policy of CHEA. The most productive and satisfying living and work environment is one in which there is a spirit of mutual trust and respect, which is free from all forms of harassment. Harassment can be any behavior that is offensive, impairs morale, undermines the integrity of relationships, impedes feelings of safety in the home or workplace, and/or causes serious harm to the stability of the organization.

All members and employees have a right to live and work in an environment free from discrimination and harassing conduct. Harassment on the basis of a member's or employee's race, religion, color, sex, national origin, disability, familial status, income, age, gender identity, sexual orientation, marital status and/or veteran status is expressly prohibited under this policy. CHEA policy conforms to and expands on Texas laws. This policy will be issued to and signed by all current members and employees.

## Definitions

In general, harassment means unwelcome conduct or actions on any of the bases underlined above. Harassment may be intentional or unintentional. It can be the result of activity or arrangements that set out to discriminate or harm, or result from ignorance or inadvertence.

Sexual Harassment is a discriminatory behavior that subjects its victims to unwelcome sexual advances by perpetrators who employ a variety of sexually demeaning and degrading tactics. Sexual harassment, from a legal standpoint, includes either of two recognizable components:

1. Quid Pro Quo: quid pro quo harassment involves unwelcome sexual advances and/or requests for sexual favors, whether implicit or explicit, that are made as a term or condition of employment, residency, or any other membership benefit.

2. Hostile Environment: hostile environment harassment involves persistent unwelcome conduct, of a sexual nature, that has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile and offensive living and/or working environment. This is true even if such conduct is not objected to by those present.

Sexism is the negative valuing, stereotyping and discriminatory treatment of individuals and groups on the basis of their sex or gender identity.

Racial Harassment is defined as any person's conduct that creates an intimidating, hostile or offensive living, working and/or educational environment; or conduct that interferes with a member's or employee's status because of their race and/or ethnicity. Harassment on the basis of race and/or ethnicity includes offensive or demeaning treatment of an individual or group of individuals belonging to a specific racial group. This includes but not limited to treatment based on prejudiced stereotypes of a racial group to which that individual/groups of individuals may belong.

Racism is the negative valuing, stereotyping and discriminatory treatment of individuals and groups on the basis of their race and/or ethnicity.

Ableism is the negative valuing, stereotyping and discriminatory treatment of individuals and groups based on their physical, mental or social ability.

Bullying happens when a member or employee engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on co-op property or at a co-op sponsored/ related event that:

1. has the effect or will have the effect of physically harming a member or employee, damaging a member's or employee's property, or placing a member or employee in reasonable fear of harm to the member's or employee's person or property;
2. is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive living, working or educational environment for a member or employee;
3. exploits an imbalance of power between the perpetrator and the victim through written or verbal expression or physical conduct; or
4. interferes with a member's living environment or an employee's working environment and/or substantially disrupts the operation of the co-op or office.

Stalking refers to repeated and threatening behavior directed toward a person that leads to concern or fear about personal safety. Threats can be explicit or implied, but must occur more than once to be eligible for police action. Threats have to be aimed at a specific person; they cannot be general threats. Threats may be conveyed by the stalker or by someone acting on behalf of the stalker. The acts may include threatening contact by mail, phone, or any medium of communication, or damaging the victim's property.

## **Recognizing Harassment**

Harassment may be subtle, manipulative and is not always evident. It refers to behavior that is not welcome and is personally offensive. All forms of harassment are covered. For example, men

can be sexually harassed; men can harass men; women can harass other women. Offenders can be housemates, officers, supervisors, co-workers, non-employees, or non-members, such as vendors.

**Some Examples**

**Verbal:** jokes, insults, and innuendos (based on race, sex, age, disability, sexual preference, gender identity, etc.), degrading sexual remarks, name calling, whistling, comments on a person's body or sex life, or pressures for sexual favors.

**Non-Verbal:** gestures, staring, touching, hugging, patting, blocking a person's movement, standing too close, brushing against a person's body, physical attacks, or public display of derogatory images.

**CHEA Grievance Procedure**

In cases of harassment, members may follow the steps outlined in the CHEA Grievance Procedure. Copies of the current procedure shall be made available upon request.

**By signing this document, you are acknowledging that you have read and understood the CHEA Harassment Policy.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## House Policies and Procedures

I, \_\_\_\_\_ am aware that as a member of Community Housing Expansion of Austin, I am subject to the policies and procedures of both CHEA and the Cooperative. I am aware that CHEA's bylaws, policies, and meeting minutes may be found at:

<http://chea.coop>

I am also aware that the policies and meeting minutes of the Cooperative may be found at **(check one)**:

<http://wiki.sasona.org> \_\_\_\_\_

OR

<http://www.lareunioncooperative.org> \_\_\_\_\_

I am aware that it is my responsibility to read, understand, and abide by the policies of CHEA and the Cooperative, and that these policies may change over time. I am aware that failure to abide by these policies can result in fines or termination of my Contract for Living Accommodations.

Resident's Signature: \_\_\_\_\_

Resident's Printed Name: \_\_\_\_\_

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