**College Houses, Inc. Contract For Living Accommodations**

This contract is between College Houses, Inc. (hereinafter referred to as “CH”), and the person named below (hereinafter referred to as “Resident”), who will be temporarily residing at CH in the house named below, in Austin, Travis County, Texas, but whose permanent address is noted at the end of this contract.

Name of Resident ­­­­­­­­­­­­­­­­­­­­ female male s

1. ROOM. CH will lease a single x or a double s(check one) occupancy room in Opsis Cooperative at 1906 Pearl St. for use as a private residence only.
2. TERM. The term of rental occupancy will be from August 25, 2012 through May 14, 2013, unless this contract is terminated in a manner outlined in paragraph 14. This contract is for the time specified only. It is understood by all parties that neither CH nor the Resident has any obligation to renew this contract for future terms.

**Obligations of Resident**

1. MEMBERSHIP FEE. Resident agrees to pay a one-time, non-refundable membership fee of $50.00. As a member of College Houses, Resident is also a member of North American Students of Cooperation (NASCO).
2. SECURITY DEPOSIT. Resident will pay a security deposit of $300.00 to CH when signing this contract. CH may use the deposit or any and all purposes. Resident agrees to permit a deduction from her/his deposit for damages to Resident’s room and for costs of cleaning of Resident’s room when it is in an unreasonably unclean condition, normal wear and tear excepted, upon departure from the house. Resident agrees to permit a deduction for Resident’s pro-rata share of damages to common areas of the house when it is apparent that such damage was done by house members and the person or persons causing the damage are unknown. Such deduction shall be a proportional share of the cost of such repairs divided by the number of residents in the house at the time of departure.
3. RENT. Resident will pay rent for the entire term of this contract according to the payment plan selected below. Rent is payable in Travis County, Texas, in advance and without demand, to the house treasurer or at the central office at 1906 Pearl St., Austin, Texas 78705. The total amount due under this contract is show in the options below.

(1) One Payment for Fall and Spring Semesters (5% Discount): A total payment of $ **4531.50**  if paid on or before September 14, 2012.

(2) Two Semesterly Payments (3% Discount): A payment of $ **2313.45**  due on or before September 14, 2012, for the Fall Semester and $ **2313.45** on or before January 22, 2012, for the Spring Semester. Total payment is $ **4626.90** .

(3) Nine (9) monthly installments for Fall and Spring Semesters (No Discount): Payments as outlined below on the first day of each month, which is the due date, beginning August 25, 2012 and continuing thereafter with successive installments each month thereafter until the total sum of $ **4770.00**  is paid.

**PLAN (3) DOES NOT IMPLY A MONTHLY RENT CHARGE. THIS IS ONLY A PAYMENT PLAN TO ALLOW SUCCESSIVE PAYMENTS TO MEET THE TOTAL AMOUNT DUE.**

 Date Amount

(1) Aug 25 $795.00 f

(2) Oct 1 $530.00 f

(3) Nov 1 $530.00 f

 Date Amount

(4) Dec 1 $530.00 r

(5) Jan 1 $530.00 r

(6) Feb 1 $530.00 r

 Date Amount

(7) Mar 1 $530.00 r

(8) Apr 1 $530.00 r

(9) May 1 $265.00 r

If the Resident is beginning her/his contract after the beginning of the semester or other payment period, the prorated rent for the first payment period will be $ per day.

1. LATE PAYMENT. The rent must be paid by the due date. Rent is delinquent if unpaid after the due date and will authorize CH all remedies of this contract. If all rent is not paid by the 5th day after rent is due, a late fee charge of $20.00 will be assessed. If the Resident has an outstanding balance greater than $50.00 on the 12th day after rent is due, another $20.00 fee will be charged. Resident agrees to pay $25.00 or the maximum allowed by law for each returned check, plus late payment charges as outlined until acceptable payment is received by CH. All late charges are considered liquidated damages for CH time, inconvenience, and overhead in collecting late rent. Attorneys fees and any litigation costs are separate and above the late charges. Payment of rent is an independent covenant. CH, 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 obligations arose.
2. MEMBERSHIP. CH is a cooperative and operates under the concept of cooperation between members to solve house problems. It is the Resident’s responsibility to identify areas where potential problems could arise and impact Resident’s enjoyment and participation in CH. Resident is obligated to discuss complaints as to food service or house atmosphere, repairs and other conditions with the House Officers. As a member, Resident is expected to make all reasonable efforts to work with house officers to solve personal and house problems.

**Obligations of College Houses**

1. MEALS. CH agrees to provide 17 meals per week in all Houses except Apartment-Style Living. Meals will be serviced from the first day of class through finals based on the University of Texas calendar, except for UT holidays.
2. FURNISHINGS. CH will furnish the room with a bed, desk, and chair. In Apartment-Style Living, CH will also provide kitchen appliances, plus dining room/living room/bedroom furniture.
3. ASSIGNMENT OF ROOMS. It is understood that CH will use its best efforts to accommodate requests for specific room assignments and for designated roommates, but that CH will have the sole discretion to make such assignments. CH also reserves the right to reassign Resident to another room at any time during the term of this contract.
4. UTILITIES. CH will furnish at no additional cost to the Resident the following: (1) Water (hot and cold).

(2) Air conditioning and heat to the degree CH considers to be standard for all tenants in the building.

(3) Electric services for lighting and the operation of appliances as now wired in the room.

1. REPAIRS/MALFUNCTIONS. If any equipment or machinery breaks down or for any cause ceases to function properly, CH will use reasonable diligence to make repairs promptly. If, for reasons beyond the control of CH, CH fails to furnish any of these utilities, CH will not be 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 her/his obligations under this contract, including rent.

All requests for repairs and services should be in writing to the designated house representative. CH may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruptions. Resident shall notify the CH 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.

**Default and Liability**

1. DEFAULT BY CH. CH 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.
2. TERMINATION.
3. Grounds. CH may terminate Resident’s right of occupancy for any of the following:
4. Non-payment of rent and other charges.
5. A debt owed on a previous contract with CH.
6. Failure to pay CH for damages, repairs, and service costs.
7. Resident or Resident’s guest violating lease, contract, membership agreement, any CH or house rules and policies, or federal/state/local laws.
8. Abandonment of premises.
9. Non-performance of house labor or failure to attend house meetings.
10. Vandalism/damages to CH property.
11. Violence to other residents, guests or any other persons on CH property.
12. Violation of eligibility requirements as set by CH and/or ….?
13. Providing false information on membership application.
14. Process. CH may terminate Resident’s right of occupancy by giving Residents three days written notice to vacate CH property. Notice may be given by any one of the following methods:
15. Regular mail.
16. Certified mail, return receipt requested.
17. Personal delivery to Resident.
18. Personal delivery to the Resident’s room/apartment/suite.
19. Affixing the notice to the Resident’s room/apartment/suite door.

 Such termination does not release Resident from liability for future rental occurring during the term of this contract. After CH gives notice to vacate, or after CH files eviction suite, CH may still accept rent or other sums due, and such notice, filing, or acceptance will not waive or diminish CH’s right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive CH’s right of property damages, past or future rent, or other sums due. CH may report unpaid amounts to credit agencies for recordation in Residents’/Guarantors’ credit record.

1. GENERAL. No oral promises, representations or contracts have been made by CH or CH’s representative. This contract is the entire contract between the parties. CH representative shave no authority to waive, amend or terminate this contract, or any part of it, and no authority to make promises, representations or contracts which impose duties of security or other obligations on CH or CH representatives unless done in writing. This contract is binding on subsequent owners.

Resident shall pay all collection agency fees incurred by CH. If CH prevails in any suite action for eviction, unpaid rental charge, 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.

**YOUR SIGNATURE AUTHORIZES CH TO REQUEST YOUR STUDENT STATUS AND ACADEMIC COURSE LOAD IN ORDER TO VERIFY ELIGIBILITY TO LIVE AT CH. YOUR SIGNATURE ALSO AUTHORIZES US TO CONDUCT A CRIMINAL BACKGROUND CHECK TO VERIFY ELIGIBILITY TO LIVE AT CH. THIS LEASE IS FOR THE TIME SPECIFIED AND CANNOT BE CANCELLED WITHOUT APPROVAL OF COLLEGE HOUSES, INC.**

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

RESIDENT

 f

Resident’s Signature

 f

Resident’s Printed Name

 f

Date

Permanent Address f

 f

Phone f

SSN# f

Driver’s License State f

Email f

GUARANTOR (if Resident is under 21 years old)

 f Guarantors (signatures)

 f

Guarantor’s Printed Name

 f

Date

Permanent Address f

 f

Phone f

SSN# f

Driver’s License State f

Email f

COLLEGE HOUSES, INC.

 F

CH Signature

 f

Printed Name and Title

 f

Date

Membership Fee $ f

Security Deposit $ f

![smlogo_07[1].gif]()

 1906 Pearl St.

 Austin, Texas 78705

 (512) 476-5678

GUARANTY: For and in consideration of CH accepting the application of Resident and as inducement for CH to enter into this Contract with Resident, the undersigned Guarantor (whether one or more) by executing this Contract, guarantees the full performance of all obligations and payment of all sums due by Resident hereunder. This guarantee shall extend for the entire term of this Contract and be binding upon Guarantor, his heirs, executors and assigns. Guarantor shall reimburse CH for all damages which might sustain by reason of the failure of such Resident to perform the terms and conditions of this Contract. This guaranty shall extend to all modifications of the Contract, and Guarantor’s approval of any modifications shall be unnecessary.

 WHITE – OFFICE COPY YELLOW-HOUSE COPY PINK-MEMBER COPY

**TURN OVER AND INITIAL**

F/S 12-13 OPSIS

1. ACCELERATION. CH may accelerate automatically any and all monthly rentals for the remainder of this contract without notice or demand and all monies shall be immediately due and delinquent under any of the following conditions.
2. Resident moves out without prior agreement between CH and resident,
3. Removes property in contemplation of moving out, or
4. Gives written notice or verbal notice of intent to move out prior to the end of the term of this agreement or prior to CH agreement to Resident’s departure.

Such conduct shall be deemed a default or reason for termination for which no notice by CH to Resident is necessary. Any and all remaining rent and monies owed shall likewise be accelerated if Resident is evicted.

1. RELEASE OF RESIDENT. Except as outlined below, Resident will be subject to release standards similar to those imposed by mortgage lenders, i.e. 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 or any reason unless so approved by the Board of Directors.
2. CANCELLATION. Resident may cancel if she/he is denied admission to college in the Austin area prior to start date.

If Resident desires to cancel this contract before the end of the term defined above, Resident must give notice in writing. If CH finds a replacement in accordance with house policy, or if Resident finds a person (substitute) willing to assume the contract obligations and if that person is acceptable to the house, then Resident will be allowed to cancel the contract. If no acceptable substitute can be found prior to the Resident’s requested departure date, then Resident will remain liable pursuant to this contract. If Resident then vacates, CH reserves the right to immediately demand payment for the balance of the contract.

1. CANCELLATION FEE. A $75.00 administrative fee will be deducted from any refunds due to Resident if this contract is cancelled for any reason other than changing houses within College Houses or upon graduation.
2. TRANSFER. Resident is contracting to be a member of College Houses, Inc., but is signing a contract for a room in a specific house. In order to transfer to another CH house, Resident must be in good standing, such as current on monies paid and all assigned labor done, and the transfer must take place under terms approved by CH.
3. LIABILITY AND INDEMNITY. CH, its agency and employees, 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 CH, its agents or employees. Resident assumes all risks of loss or damage to Resident’s property within the building, which may be caused by water, leakage, fire, windstorm, explosions, or other cause or by the act of omission of any other occupant in the building. Resident acknowledges that CH will not provide any insurance coverage for the personal property of Resident and that the risk of loss for all such personal property shall be borne solely by Resident unless the loss is due to the negligence of CH. (CH suggests that Resident secure personal tenant insurance for personal property.)
4. NO LIABILITY FOR DESIGN DEFECT. CH shall not be liable to Resident or Resident’s guest for any damages to persons or property due to design in the building or the mechanical system which may exist or occur.
5. FIRE. In the event of a 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 shall be made by CH. In the event of total destruction or damage rending the premises totally unfit for occupancy, this contract shall terminate, unmatured rents shall be cancelled, and prepaid rent shall be refunded.
6. CONTRACTUAL LIEN. All of Resident’s personal property in the room or on the premises (except exempt by statue) is hereby subjected to contractual landlord’s lien to secure payment of delinquent rent and other sums due and unpaid under this contract. In order to exercise contractual lien rights, CH representatives may peacefully enter the premises and remove and store all property therein, except property exempt by statue; provided, however, Resident must be present at the time or written notice of entry must be left following such entry. In order to clear an abandoned room, CH representative may enter the premises and remove and store all property of every kind found therein. If Resident is absent from the premises for five 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. There shall be no sale or disposition of any of the foregoing property, except pursuant to this contract. CH will impose reasonable charges for packing, removing and/or storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after thirty days written notice of time and place of sale is sent, certified mail, return receipt requested, to the Resident at the above room address and permanent address. Sale shall be to the highest cash bidder, proceeds shall be first credited to cost of sale then approved to the indebtedness owing CH. Any excess proceeds shall be mailed (by CH check) to Resident at the above room address or permanent address. Acceptance of rent or any other sum due is not a waiver of CH’s right to eviction, damages, or past due rent, if suit has been filed at the time of acceptance.

**Other Conditions**

1. RIGHT OF NON-ACCEPTANCE. Until the management of CH has signed this contract, CH maintains the right to refuse acceptance of the Resident/Applicant for any lawful reason whatsoever. CH will not unlawfully discriminate against Resident/Applicant’s based on race, color, religion, sex, age, sexual orientation, familial status, national origin, or disability.
2. OCCUPANCY. Resident agrees that her/his room will be occupied for only residential purposes by only the person named above; or if the room is double occupancy, the other occupant will be the person assigned by CH. Resident agrees that no activities will be permitted in her/his room or on the premises which would unreasonably disturb or unfavorably affect the residents of the house. It is fully understood that a requirement for admission at CH is that the Resident is a currently registered student, staff or faculty member, or is applying for student, staff or faculty status for the next semester, at the University of Texas, Austin Community College, or other local accredited college. Loss of this status may result in termination of this contract without penalty.
3. PETS. No pets are allowed on the premises at any time without prior written approval of CH. An additional security deposit of a minimum of $100.00 is required as a room condition deposit.
4. CONDITION OF PREMISES. Resident accepts the room/suite/apartment and all furnishings, fixtures as is, except for conditions materially affecting health or safety of ordinary persons. CH makes no implied warranties. Resident will inspect her/his room, note any defects or damages on the Room Condition form for the room and return it to the CH representative within 48 hours. Such exception will be acknowledged by both parties. Resident agrees to keep the premises in good condition. This includes the following:
5. Resident will replace or repair broken glass, furnishings, fixtures, or other damages which are deemed by the house officers to the Resident’s responsibility.
6. Resident will not mar the walls or ceiling.
7. Resident will not put any signs or lettering on walls, doors, windows, except in designated areas or by approved methods.
8. Resident will not paint the walls, either in her/his own assigned room or in the common areas, without express written permission of CH.
9. Resident will not allow any damage to any part of the building.
10. Resident will not have waterbeds, antenna installations, hot plates, electric heaters, locks or security devices without the written consent of CH.

Resident will be responsible for all loss, breakages, or other damage to the furnishings provided by CH. In the event of a double occupancy of the room, responsibility for damages will be shared equally by Residents occupying the same room, in lieu of the Resident responsible for the damages acknowledging her/his responsibility. At the end of the term, Resident agrees to return all keys to CH buildings, and to leave furnishings and premises in good condition as received, ordinary wear and tear expected.

1. RIGHT OF REENTRY. Resident will permit CH, even in their absence, (its agency, officers, and representatives) to enter the premises to inspect, clean or make repairs, alterations or additions, as CH may determine necessary. In such a case, Resident will not be entitled to any abatement or reduction of rent.
2. PARKING FEE. If Resident wants the right to park on the premises, she/he agrees to pay a parking fee and/or to use spaces in accordance with College Houses rules/policy.
3. RULES AND REGULATIONS. Resident, her/his guests, and other occupants will comply with the bylaws and all written rules and regulations, which will be considered part of this contract. CH may make reasonable rule changes if they are in writing and distributed to all residents or if they are posted in the common areas of the building. CH also reserves the right to control the use of all common areas, parking area, and any grounds surrounding the buildings. The conduct of Resident and Resident’s guests and occupants shall not be loud, obnoxious, or unlawful and shall not disturb the rights, comforts, health and safety, or other conveniences of other Residents. Resident liable to CH for any damages caused by Resident or Resident’s guests or occupants any form of vandalism or offensive physical violence by Resident, Resident’s guests, or occupants on the premises will be grounds for eviction. CH my regulate, limit or prohibit from CH property motorcycles, bicycles, other vehicles, solicitors, and guests who in CH’s reasonable judgment have been disturbing to other Residents, the peace of the house, or violating this lease or applicable rules.
4. HOUSE LABOR. Resident agrees to do an assigned share of the regular work duties necessary for the proper operation of the house. Such duties are not to exceed six (6) hours per week or two (2) hours at Apartment-Style Coops. Additional labor may be assigned by the house. Resident agrees to pay up to $20.00 for each hour of assigned duties not completed during the contract period. Resident agrees to attend the house meetings. Such participation should average one (1) meeting per week unless exception is made in accordance with house rules.
5. 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 shall be automatically accelerated without notice and CH may terminate Resident’s right of occupancy.
6. DELAY OF OCCUPANCY. If occupancy is, or will be, delayed due to construction, repairs, cleaning, or prior resident’s holding over, CH will not be liable to Resident for such delay and the contract will remain in force subject to the conditions state herein. Due to time of travel or other circumstances, it may be difficult for CH to notify Resident in advance of such delay or of occupancy and CH will not be liable for lack of notification. CH will provide equal or better temporary facilities (to include use of contract commercial facilities) until Resident’s assigned room is available. CH reserves the right to provide a temporary room for up to 14 days. CH will provide a not-later-than date as to when the room will be available. If, upon arrival, Resident is told the availability date is greater than 14 days after arrival, Resident may cancel within the first three (3) days after arrival by providing written notification to CH. If, prior to arrival, Resident receives notification of the delay, Resident has three (3) days in which to notify CH by certified mail that she/he is cancelling the contract. This notification must include date/time/and person who provided the information concerning the delay. If CH fails to provide a permanent room on or before the availability date, Resident may cancel by providing written notification within 8 hours. Resident will be entitled to only a refund of deposits and any rent paid.
7. RENT CHANGE. CH may increase rent at any time during the lease term upon 30 days notice to Resident, and provided that the increase applies to all similarly-situated residents. Within three (3) days of Resident’s receipt of notice, the Resident may provide written notice to CH that Resident is exercising her/his right to terminate the contract effective the date of the increase. If the Resident provides such notice to CH, CH may either (1) accept Resident’s termination notice, or (2) agree to maintain the rent at the amount the Resident was paying before CH’s notice of the rent increase. Within three (3) days of CH’s receipt of Resident’s notice to terminate, CH will notify the Resident of its decision to accept Resident’s terminiation or maintain the rent at its current levels.

**Move-Out Procedures**

1. CLEANING. The room, including windows, furniture, carpet, bathrooms, and any appliances/fixtures, must be cleaned thoroughly. If Resident fails to clean in accordance with house rules, she/he shall be liable for reasonable charges to complete such cleaning. This includes charges for replacing carpets, draperies, furniture, walls, etc. which are soiled beyond repair. If the room has been painted by the Resident, it must be repainted to colors acceptable to CH. If Resident departs without returning the room to acceptable colors in good and workmanlike manner, Resident will be responsible for all costs associated with repainting.
2. MOVE-OUT NOTICE. CH and Resident agree no formal notification is required as departure is expected on the day this contract ends. Prior to moving out, all monies must be paid through the end of the lease term Resident is prohibited by statue from applying a security deposit to rent. Resident agrees not to stay beyond the date Resident is supposed to move out without making prior arrangements with the house. A Resident’s right of possession ends at the end of the term specified in Paragraph 2 of this agreement or any amendment. This agreement shall not become a month-to-month lease at the end of any lease term, absent written agreement of the parties.
3. MOVE-OUT INSPECTION. Resident will meet with a CH representative for the move-out inspection. The check-out form (or initial Room Condition form, as determined by the house) must be completed with current room conditions/damages, in excess of normal wear and tear, noted. If Resident has failed to complete all assigned labor, it must be noted on the form. CH representative has no authority to obligate or limit CH regarding deductions.
4. PET CHARGES. If a pet has been in the room at any time during the Resident’s term of occupancy with or without house permission, a deduction will be made for defleaing, deodorizing, and/or shampooing to protect future residents from possible health hazards. Any pet deposit shall be considered a general security deposit.
5. OTHER CHARGES. Resident shall be liable for the following charges, if applicable:
6. Any unpaid sums due under this contract.
7. Unpaid rent.
8. Damages or repairs to room/suite/apartment beyond reasonable wear and tear.
9. Fair share of repair/replacement cost of common area damages.
10. Unreturned keys.
11. Removing illegally parked vehicles.
12. Attorney’s fees, court costs, filing fees and other lawful deductions, and/or
13. Any other charges such as guest meals, no-shows, and labor penalties.
14. DEPOSIT RETURN. CH will refund to Resident the balance of all security deposits, after lawful deductions, within 30 days of Resident’s departure from premises. In no case will CH refund deposits if Resident departs owing CH money under this contract or if Resident departs without completely check-out forms (or other house approved forms).

Initial: \_\_\_\_\_\_\_