

Membership Application

Bloomington Cooperative Living, Inc.
P.O. Box 2052
Bloomington, IN 47402

BCL Inc. does not discriminate against anyone on the basis of gender, race, economic status, political or religious affiliation (or lack thereof), age, sexual orientation, or national origin.

Please answer as many questions as you can. This is not a resume, you can be as candid or explicit as you wish. Try to answer the questions as thoroughly as possible, however it isn't imperative that you answer every single one.

Date _____

Name _____ SS# _____ - _____ - _____ Sex _____

Current Address _____ Phone (_____) - _____ - _____

Perm. Address _____ Phone (_____) - _____ - _____

Date of Birth _____

Student? Y or N _____ Year in School _____ Major _____

Applying For: Sept. 1- Aug. 31 _____ Fall _____ Winter _____

Spring _____ Summer _____ Year: _____

How did you hear about BCL? Herald Tribune _____ Daily Student _____

Craigslist _____ Flier _____ Friends _____ Brochure _____

Other (please specify) _____

Extra-curricular/Recreational/Community Activities:

Work Experience:

Why are you interested in living a BCL co-op?

What have you learned from past living arrangements?

What do you think you could contribute to BCL and how do you think you could benefit from cooperative living?

If you are going to school, why are you going to school?

What do you do in your spare time?

What community/communities do you belong to?

Why do you or do you not enjoy living in Bloomington? How often do you leave?

Would you be interested in attending the NASCO Institute (nationwide gathering of co-ops for a weekend of education and fun) in November?

Would you partake in group dinners at least once a week?

What's your favorite way to stimulate your imagination?

Are you an extroverted or introverted person?

Are you a messy or neat person?

Do you know what consensus means?

Are you a good listener?

What questions do you have for us?

What one thing would you change about this application? (Besides making it shorter.)

What is your goal/purpose in life?

'If we are not born into a community we seek one out.' What do you think of this statement?

Are there any other issues not mentioned that you might wish to tell us (for example, allergies, dietary restrictions, pets, etc.)?

Here is a listing/description of each of the house jobs. Each member must fulfill the duties of one of these positions. If you lack prior experience in any of these areas, would you be willing to work at learning them?

Treasurer- The treasurer is responsible for all money transactions, bookkeeping, filing, and making new budgets.

Food Buyer- The food buyer is responsible for buying all supplies and staple foods for the house. The buyer must also keep records of all money spent in these areas (including receipts).

Development Coordinator

Membership Coordinator

Archivist

Landlord Liason/ Community Outreach

Gardener- The gardener is responsible for maintaining the garden and overseeing the upkeep of the outdoor grounds, such as lawnmowing, weeding, trimming, etc.

NP Board Rep- The NASCO Properties Board Representative is responsible for attending all board meetings, attending the NASCO Institute, participating in phone conferences, and voting on behalf of ACME.

Maintenance Director- The maintenance director is responsible for making sure that the physical structure and fixtures of the house are in good repair. This includes attending to necessary repairs and working with/maintaining records of contractors.

Secretary- The secretary is responsible for taking and typing minutes from meetings, posting notices, collecting forwarding addresses of departing members, and forwarding mail.

Membership Coordinator- The membership coordinator focuses primarily on recruiting prospective members. This job requires extra time during the months of January, March, and April, the peak times for recruiting.

Education Czar- The education czar is responsible for coordinating educational events for the house and providing information to members about available educational resources.

When do you need to have our decision? _____

Applications must be received by _____

Give us a call or feel free to stop by.

2010 INCOME DISCLOSURE

Every year, BCL Inc. must certify that the resident membership is composed of at least 75% low-income people and 20% very low-income people (according to the US. Department of Housing and Urban Development). According to this department, low-income individuals receive no more than 80% of Bloomington's median income and very low-income individuals receive no more than 50% of Bloomington's median income.

Member Certification

In the most recent completed calendar year, my total income, including total wages, salaries, tips, bonuses, commissions, self-employment income, interest, dividends, investments, scholarships, grants, regular support from parents or family, and other income sources was:

- ☐ Less than \$22,100
- ☐ Between than \$22,100 and \$35,350
- ☐ More than \$35,350

By signing below, I acknowledge that I have been truthful and accurate to the best of my knowledge.

Signed: _____

Print Name: _____

Date: _____

Bloomington Cooperative Living, Inc. Student Housing Cooperative

MEMBERSHIP AGREEMENT

1. This Agreement is between _____ ("Member") and Bloomington Cooperative Living, Inc. (also known as "BCL, Inc."), an Indiana non-profit corporation with its principal office in the County of Monroe, Indiana, for membership in the BCL, Inc. Student Housing Cooperative ("BCL, Inc.", or "cooperative"). Individual houses, which act as sub-units of BCL, Inc., may require additional pages to this agreement, but no other pages may cancel or replace the specific terms of this agreement. There are no oral agreements.

I understand that the Bloomington Cooperative Living, Inc. is a nonprofit cooperative membership corporation which provides affordable housing on a cooperative basis. BCL, Inc. and the houses which are subsets of BCL, Inc. manage the day to day operations of the buildings located at 630 E. Atwater, Bloomington, IN 47401, and 831 West 6th Street, Bloomington, IN 47404, including but not limited to recruitment, membership issues, house finances, social relations, member education on cooperative principles and practices, and other services as the group may identify.

The purpose of the cooperative is to provide services for the members and to give members the opportunity to manage their house and organization. **Each member shall have one vote in the operations of the cooperative.** Only members are allowed to sign leases for the buildings owned or leased by Bloomington Cooperative Living, and termination of membership shall be considered a cause for termination of all residency rights in BCL, Inc.

Period of Residence. The effective date of this contract shall begin at noon on August 1, 2009 and end at noon on July 31, 2010, unless membership is terminated otherwise. The standard contract for residence at BCL, Inc. runs from August 1st through July 31st of the following year.

2. NASCO Membership Fee.

A \$ 38.00, one-time, non-refundable membership fee must be paid by each new coop member. This fee will go to the North American Students of Cooperation (NASCO), an association of housing cooperatives. Payment of this fee is mandatory and entitles you to membership in NASCO. See www.nasco.coop for more details.

3. PRICE

The total price for the term of the Contract is \$ 6,300.00. This shall be divided into payments of \$ 525.00 due on the fifteenth day of each month without any obligation on the part of BCL, Inc. to make demand for payment. Payment is to be made at BCL, Inc. at the following address:

630 E. Atwater Ave.
Bloomington, IN 47401

In the event that Tenant fails to pay the required monthly Charge in full to BCL, Inc. on or before the fifteenth (15th) day of each calendar month of the term without notifying the treasurer, Tenant agrees to pay BCL, Inc. the additional sum of \$25.00.

For the standard BCL, Inc. contract term, this would mean that the first August payment would be \$ 525.00, due July 15. The final July payment would be \$ 525.00, and every other month's payment would be \$ 525.00.

4. SECURITY DEPOSIT.

MEMBER is required to deposit with BCL, Inc. the sum of \$ 525.00 as a security deposit. BCL, Inc. may deduct from the security deposit such amounts necessary to cover any defaults in the faithful performance by the RESIDENT of the terms, covenants, and conditions of the agreement. The cost of maintenance and repairs, when due to reasonable use and wear, shall be assumed by the BCL, Inc. It is the duty of the MEMBER to return the premises to their condition at the commencement of the Lease, reasonable use and wear thereof excepted. Reasonable use and wear may be understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, in spite of MEMBER'S care.

6. Fees Due Prior to Commencement of Lease.

Prior to the commencement of the lease, MEMBER shall provide payment for first month's Rent, and Security Deposit.

7. Utilities and Services.

The following utilities provided to members within BCL, Inc.:

- * Electricity
- * Gas
- * Water/Sewer/Trash
- * Internet
- * Food (specifics as determined by group agreement)

8. Member Rights.

In addition to residency in the assigned BCL, Inc. unit, each member shall have the following rights:
Right to attend all meetings.

Right to participate in decision making at all general membership meetings

Right to speak at all meetings.

Right to use the facilities of BCL, Inc.

9. Member Obligations.

As a group, the members of the cooperative are responsible for the day-to-day operations of the cooperative as delegated to BCL, Inc. These responsibilities shall be outlined in the by-laws of BCL Inc. and subject to approval by Bloomington Cooperative Living.

The members shall be responsible for fulfilling these obligations through membership meetings. The members shall be bound by decisions and policies by the membership as a whole in referendums or membership meetings.

Each Member is individually obligated to perform faithfully and as efficiently as possible all work assigned by BCL, Inc. or the member's individual house including, but not limited to, weekly chores, house meetings, community hours, and Work Holidays.

Each member has a right to expect a safe living environment. Therefore, members have an obligation to refrain from violence of any kind while at BCL, Inc., and BCL, Inc. will not tolerate violence or the threat of violence from members in any way.

Violation of any of these obligations constitutes a breach of this contract and is grounds for termination of membership.

10. Membership Qualifications.

BCL, Inc. is an association of students and community members, who live in buildings owned or leased by Bloomington Cooperative Living, Inc. BCL, INC. reserves the right to deny membership or renewal of membership to any person as long as it is not a result of race, gender, ethnic origin, marital status, veteran status, sexual orientation or identity, political or religious affiliation, or physical disability.

11. Rules.

It is expected that the Member shall acquaint him/herself with, and abide by, all rules and regulations of BCL, Inc., including, but not limited to, the agreements and conditions of this contract, the Bloomington Cooperative Living By-Laws, and the rules and regulations of BCL, Inc. and the individual Houses. In accordance with the By-Laws, Bloomington Cooperative Living may consider the Member's failure to comply with any aforementioned rules and regulations to be a breach of contract by the member. Bloomington Cooperative Living shall not be responsible to the Member for violation or non-

performance by any other Member of any such rules. Failure, willful or otherwise, by Bloomington Cooperative Living to enforce any rule shall not be a waiver of its right to subsequently enforce such rules.

12. Unlawful Activities.

The Member agrees not to use the premises or any part thereof for the conduct of unlawful activities.

13. Visitors and Guests.

Guests shall not stay a total of more than two weeks throughout the lease term. The Member's housemates must be informed of and consent to the presence of a guest(s) prior to their arrival.

14. Mediation.

All parties involved in this agreement concur that a mediator will assist in disputes involving members for which one of the parties requests assistance and that:

- * All parties will make a reasonable good faith effort to settle such disputes through mediation;
- * Any party to this contract may request mediation;
- * The mediator may enter and inspect premises after notice to both parties and at reasonable times; and
- * This provision does not preclude other legal rights of the parties.

15. Termination of Contract by Bloomington Cooperative Living.

If the Member does not live up to the responsibilities of this Contract, or makes it unreasonably difficult for other Members to live with the Member in question, the other Members or BCL, INC., as represented by the resident council, may expel the Member according to the Bylaws and Policies. BCL, INC. or its agent may also terminate the Member's contract under any of the following grounds:

Failure of the Member to meet any of the membership qualifications or obligations placed upon him/her by this contract, or the By-Laws.

Failure of the Member to meet any of the membership qualifications or lease obligations (including monies owed to the Bloomington Cooperative Living) placed upon him/her during this or any previous contract period, by the Bloomington Cooperative Living By-Laws or Policies, by the policies of BCL, Inc. Student Housing Cooperative, or by any house policies. Such failure will be considered breach of contract on the part of the Member.

16. Liability and Indemnity.

Member will not hold BCL, INC., the House, their agents or employees responsible for any claims for injury, loss, damage to a person or property occurring within the building or on the property, unless caused by or resulting from the acts, omissions, or negligence of Bloomington Cooperative Living, their agents, or their employees.

17. Dangerous Materials

The possession of firearms, volatile solutions, explosives, fireworks, other dangerous materials, and waterbeds is strictly prohibited on the premises.

18. Miscellaneous.

This Contract incorporates, and is subject to, Sections 1 through 19 attached hereto, which are hereby referred to and incorporated as if set out here at length.

This Contract constitutes the sole agreement between the parties, and no additions, deletions, or modifications may be accomplished without the written consent of both parties, except as provided above, and in Section 11, "Other Rules and Regulations".

Any oral representations made at the time of executing this Contract are not legally valid and therefore are not binding on either party.

_____ (Initial) I hereby swear and affirm that I am eligible for membership and that if the conditions of my eligibility change, I will notify and be approved by the Board of Directors or this contract may be voided by Bloomington Cooperative Living. I understand that if any part of this statement or the information below is false, I will be considered in breach of this contract. I also understand that I, together with all other members, am as a group, primarily responsible for the effective management of house services.

_____ (Initial) I certify that I am 18 years of age or older. If not, this contract is not valid unless signed by a parent or guardian who assumes responsibility for the fulfillment of its terms.

_____(Initial) I have read and accept all of the terms and conditions of this contract before signing.

Signed _____

Date _____

Email Address _____ Personal Phone _____

Social Security # _____ Drivers License or State ID# _____

Student ID # _____

Emergency Contact Name _____ Relationship _____

Emergency Phone# _____

Emergency

Address _____

Co-Signature (if
needed) _____ Date _____

For Office Use Only: As an authorized agent for the Co-op, I accept and confirm this agreement and have received the Member Deposit at the time of signing.

_____ Date _____

____ Seniority Points (no broken contracts) _____

____ Membership fee paid

ADDITIONAL TERMS OF CONTRACT

1. BREACH PRIOR TO CONTRACT COMMENCEMENT.

Once this Contract has been executed, if at any time prior to the commencement date set forth in this Contract, any MEMBER gives written notice that s/he intends not to perform the terms of this Contract, BCL, Inc. may then elect to:

Terminate this Contract and hold the MEMBER liable for actual damages incurred by the breach. BCL, Inc. must attempt to mitigate damages by making reasonable efforts to re-let the premises and reduce

5. SUBLEASE OR ASSIGNMENT.

MEMBER shall not sublease or assign this Contract or any interest therein. Notwithstanding any other provision contained in this paragraph, BCL, Inc. agrees to give consent to a sublease or assignment, if the prospective MEMBER is determined by BCL, Inc. to be approved for membership. BCL, Inc. may not unreasonably withhold consent to such a sublease or assignment. The remaining MEMBERS will exercise good faith and reasonableness in accepting a new MEMBER.

6. REMEDIES AND DAMAGES ON BREACH OF CONTRACT

In the event MEMBER defaults in the performance of any term, covenant, or condition of this agreement BCL, Inc. may, in addition to any other rights or remedies BCL, Inc. may have, elect to declare the **agreement** forfeited and proceed to recover possession of the premises in summary proceedings for unlawful detainer or in an ejectment or other possessory action. BCL, Inc. may not remove anyone forcibly from a dwelling; only a peace officer, acting upon court instruction may do so.

If MEMBER breaches the Contract by abandoning the premises before the end of the term, or if MEMBER'S right to possession is terminated by BCL, Inc. because of MEMBER'S breach of the Contract, BCL, Inc. may declare the Contract **terminated**.

7. CONTRACT RENEWAL

BCL, Inc. is not required to renew this Contract at the end of the term. After furnishing MEMBER with the terms of the new Contract, BCL, Inc. may request MEMBER to sign a Member Contract at any time. BCL, Inc. may not, however, require MEMBER to sign a renewal Contract prior to one hundred (100) days before commencement of the Contract.

8. OTHER RULES AND REGULATIONS

Existing rules and regulations of BCL, Inc. with respect to the premises shall be signed by all MEMBERS, attached herein, and incorporated by reference as if fully set forth. Other rules and regulations may be adopted by BCL, Inc. after the signing of this **member agreement** but shall have a legitimate purpose, not be arbitrary nor unequally enforced, nor work a substantial modification of MEMBER'S rights. Such new rules and regulations will not take effect until at least two (2) weeks after notice to all MEMBERS. In any event, such other rules or regulations shall not conflict with the terms and conditions of this **Member Agreement** or with the bylaws of Bloomington Cooperative Living.

9. HOLDING OVER.

MEMBER is not to remain in the premises beyond the date agreed upon as the expiration of this Member Agreement except with the written consent of BCL, Inc.; MEMBERS who vacate the premises on the termination date set forth in this Member Agreement shall not be responsible for MEMBERS who do not so vacate.

10. MANAGEMENT.

MEMBER shall receive written notice within fifteen (15) days of any change in managers, agents for receipt of rent, and/or agents authorized to act for BCL, Inc. Such notice will include names, addresses, and phone numbers of such persons.

11. NOISE AND NUISANCE.

MEMBER agrees not to make any excessive noise or nuisance such as will disturb the peace and quiet enjoyment of BCL, INC. facilities by other members.

12. LEGAL FEES.

In the event of any legal action concerning this **Member Agreement**, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be entered.

13. WAIVER.

Any waiver, by either party hereto of any breach of any provision of this **Member Agreement**, shall not be deemed to be a continuing waiver or a waiver of subsequent breach of the same or a different provision of this **Member Agreement**.

14. COVENANTS AND CONDITIONS.

Each term and each provision of this **Member Agreement** by either party shall be construed to be both a covenant and a condition.

15. ROOMS

While each member will be given the opportunity to give input on their desired room, no guaranty will be made by BCL, Inc. that a member will get any specific room. The member will be assigned to a room based on their preferences, the type of room signed for in this contract, and based on the availability of rooms at BCL, Inc. In some situations BCL, Inc. may find it necessary to have a member move to another room at the same price. Examples of situations that call for a member to move may include, but are not limited to, consolidating two half-filled double rooms, moving a member to another room to solve inter-personal conflicts, and moving a member to a different area of the cooperative in order to perform renovations on a building or floor.