

Bloomington Cooperative Living, Inc. Student Housing Cooperative

630 E. Atwater Ave.

MEMBERSHIP AGREEMENT

1. This Agreement is between Matt Hanson ("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 Aug 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 \$ following unit, 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 \$ 6300. This shall be divided into payments of \$ 525 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, due July 15. The final July payment would be \$ 525, and every other month's payment would be \$ 525.

4. SECURITY DEPOSIT.

MEMBER is required to deposit with BCL, Inc. the sum of \$ 525 ^{ATD properly deposited} 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;
- * 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.

MH (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.

MH (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.

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

Signed Matt Sargent
Date 4/2/09

Email Address mhsargent@umail.idv.edu Personal Phone 603.359.8173

Social Security # 002-70-0430 Drivers License or State ID# _____
Student ID # _____

Emergency Contact Name Carolyn H. Sargent Relationship mother
Emergency Phone# 603.448.6100

Emergency Address 78 Farr Road, Lebanon NH

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.

Lisa R. Schellig Date 4/2/09

Seniority Points (no broken contracts) 1,000

☒ 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

damages. In any event said damages shall not exceed an amount greater than the sum of two (2) months' rent.

Not terminate this Contract and hold MEMBER liable for all the terms of this Contract until such time as a replacement can be found.

2. END OF TERM INSPECTION.

When possession of the premises is returned to BCL, Inc., BCL, Inc. and MEMBER shall conduct a joint inspection of the premise.

MEMBER must within one (1) week prior to vacating the premises, arrange a mutually convenient time during BCL, Inc.'s normal business hours for the inspection; failure to do so or to attend at the arranged time will relieve BCL, Inc. of any obligation to make an inspection in MEMBER'S presence.

BCL, Inc. may use the BCL, Inc. Move-In/Move-Out and Inspection Form or reasonable facsimile for the purpose of this inspection. On the form, both BCL, Inc. and MEMBER must describe what they believe to be the damage and harm caused by MEMBER'S improper maintenance. Both BCL, Inc. and MEMBER shall sign and receive an executed copy of the inventory statement.

Within three (3) weeks after MEMBER vacates, BCL, Inc. will deliver to MEMBER a check in the amount of the security deposit minus any deductions for damages in excess of reasonable use and wear, and further minus any other deductions. In the event any deduction is made, OWNER shall furnish MEMBER with an itemized statement accounting for the use of the unrefunded portion of the security deposit, including a detailed itemization of labor and materials.

3. REPAIRS AND MAINTENANCE.

MEMBERS agree to exercise reasonable care in the use of the premises and to keep areas under their control free from dirt, trash, and filth. MEMBERS also agree not to litter or damage the common areas of the building. The cost of repairs caused by MEMBERS, their guest, or persons under their control shall be paid for by MEMBERS; otherwise, the cost of repairs shall be paid by BCL, Inc. All repairs shall be made within a reasonable time.

4. SERVICE OF NOTICE.

In the event of membership termination, the notice of said termination shall be accomplished by:

Personally serving a copy on the Resident; or

By leaving a copy with a person of reasonable age and discretion who is present in the Resident's residence and mailing a copy of the notice to the Resident's place of residence; or

If no one is at the Resident's residence, by posting a copy of the notice in a conspicuous place at the property and mailing a copy to the Residence's at the address of the residence.

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.

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