

# 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 named below (hereinafter referred to as "resident"), who will be temporarily residing at 7910 Gault Street, Austin, Travis County, Texas (hereinafter referred to as "the cooperative"), but whose permanent address is noted at the end of the contract.

Name of Resident \_\_\_\_\_

**1. ROOM/UNIT.** CHEA will lease 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 a paragraph 14. This contract is for the time specified only. It is understood by all parties that neither CHEA nor the Resident has any obligation to renew this contract for future terms.

**3. MEMBERSHIP FEE.** The Resident agrees to pay a one time, non-refundable membership fee of \$50.00.

**4. SECURITY DEPOSIT.** Resident will pay a security deposit of \$400.00 for a room or \$800.00 for a unit to CHEA when signing this contract. CHEA may use the deposit for any and all purposes. Resident agrees to permit a deduction from his/her deposit for damages to Resident's room or unit for costs of cleaning Resident's room or unit when it is in an unreasonably unclean condition, normal wear and tear excepted, upon departure from the cooperative.

**5. RENT.** Resident will pay rent for each month on the first of each month, which is the due date. The amount due each month is \$\_\_\_\_\_.00. If the Resident is beginning his/her contract after the beginning of the month, the prorated payment for this month will be \$ \_\_\_\_\_.00.

**6. LATE PAYMENT.** The rent must be paid by the due date. Rent is delinquent after the due date and will authorize CHEA use of all remedies of this contract. If all rent is not paid by the seventh day of the month, a \$25 late fee will be assessed. If the resident has an outstanding balance of more than \$100 on the fifteenth of the month, another \$25 late fee will be charged. Resident agrees to pay \$25 for each returned check, plus late payment charges outlined until acceptable payment is received by CHEA. All late charges are considered liquidated damages for CHEA time, inconvenience, and overhead in collecting late rent. Attorney's fees and any litigation costs are separate from and above 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.

**7. MEMBERSHIP.** CHEA is a cooperative and operates under the concept of cooperation between members to solve membership, maintenance, or other problems. It is the resident's responsibility to identify areas where potential problems could arise and impact on resident's enjoyment and participation in CHEA. Resident is obligated to discuss complaints as to member services or conditions with the cooperative's officers or at cooperative meetings to solve personal and cooperative-wide problems.

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

**9. ASSIGNMENT OF ROOMS OR UNITS.** It is understood that CHEA will use it's 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 the Resident the following:

1. Hot and cold water.
2. Gas service.
3. Waste removal.

**11. REPAIRS / MALFUNCTIONS.** If any equipment or machinery breaks down or for any cause ceases to function properly, CHEA will use reasonable diligence to make repairs promptly. However, if, for reasons beyond the control of CHEA, CHEA fails to furnish any of these utilities, CHEA will not be held liable for damages to either person or property and there shall be no abatement of monies due under this contract. Such failure will also not release resident from their obligations under this contract, including rent.

All requests for repairs and services should be in writing to the designated cooperative representative. CHEA may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruptions. Resident shall notify the CHEA designated representative of: water leaks, electrical problems, broken glass, plumbing problems, broken latches or locks, and of any condition which poses a material hazard to health or safety.

**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.

**13. TERMINATION.**

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

- (1) Non payment of rent and other charges
- (2) A debt owed on a previous contract with CHEA
- (3) Failure to pay CHEA for damages, repairs and service costs
- (4) Resident or Resident's guest violating lease, contract, membership agreement, and 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
- (8) Violence to other residents, guests or any other persons on CHEA property
- (9) Violation of eligibility requirements set by CHEA
- (10) Providing false information on membership application

b. Process. CHEA may terminate Resident's right of occupancy by giving Residents three days written notice to vacate CHEA property

- (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 release Resident from liability for future rental 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 contracts have been made by CHEA or CHEA's representative. This contract is the entire contract between the parties. CHEA's representatives have 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 CHEA or CHEA representatives unless done in writing. This contract is binding on subsequent owners.

**15. ACCELERATION.** CHEA 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.

- a. Resident moves out without prior agreement between CHEA and Resident,
- b. Removes property in contemplation of moving out, or
- c. Gives written notice of intent to move out prior to the end of the term of his agreement or prior to CHEA agreement to Resident's departure.

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

**16. 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 other reason unless so approved by the Board of Directors.

**17. LIABILITIES AND INDEMNITY.** CHEA, its agents 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 CHEA, its agents or employees. Resident assumes all risks of loss or damage to Residents property while on the property.

**18. NO LIABILITY FOR DESIGN DEFECT.** CHEA 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.

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

**20. CONTRACTUAL LIEN.** All of Resident's personal property in the room or unit or on the premises (except exempt by statute) 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, CHEA representatives may peacefully enter the premises and remove and store all property therein, except property exempt by statute; provided, however Resident must be present at the time or written notice of entry shall be left following such entry. 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. 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. There shall be no sale or disposition of any of the foregoing property, except pursuant to this contract. CHEA 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 or unit address and permanent address. Sale shall be to the highest cash bidder, proceeds shall be first credited to the cost of sale, then applied to the indebtedness owing CHEA. Any excess proceeds shall be mailed (by CHEA check) to resident at the above room or unit address or permanent 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 \ applicant 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 his\her unit will be for only residential purposes by only the person named above; or if the unit is double occupancy, the other occupant will be the person assigned by CHEA. Resident agrees that no activities will be permitted in his\ her room or unit or on the premises, which would unreasonable disturb or unfavorably affect the residents of the cooperative.

**23. PETS:** No pets are allowed on the premises at any time without approval of CHEA. A security deposit of \$50 will be required for each pet.

**24. CONDITION OF PREMISES:** Resident accepts room and all furnishings, fixtures as is, except for conditions materially affecting health or safety of ordinary persons. CHEA makes no implied warranties. Resident will inspect his\her room, note any defects or damages on the room condition form for the room and return it to the CHEA 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:

- (1) Resident will repair broken glass, furnishings, fixtures, or other damages which are deemed by the cooperative or its representatives to be the resident's responsibility.
- (2) Resident will not mar the walls, ceiling, or floors.
- (3) Resident will not put any signs or lettering on walls, doors, and 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 house, without the permission of the house.
- (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.

**25. RIGHT OF REENTRY:** Resident will permit CHEA (its officers, agents, and representatives) to enter the premises to inspect, clean, or make repairs, additions, or alterations, as CHEA may deem necessary. In such a case, resident will not be entitled to any abatement or reduction of rent.

**26. RULES AND REGULATIONS:** Residents, their 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 reserves the right to control the use of all common areas, parking area, and any grounds surrounding the building. The conduct of residents and 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 or their 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.

**27. COOPERATIVE LABOR:** Resident agrees to do an assigned share of the regular work duties necessary for the proper operation of the cooperative. Such duties are not to exceed 6 (six) hours per week. Additional labor may be assigned by a vote of the cooperative. Resident agrees to pay up to \$20 for each hour of assigned labor not completed during the contract period.

**28. FIRST MONTH'S RENT:** If resident fail to pay the first installment payment at or prior to the start of this contract, all future payments may be automatically accelerated without notice and CHEA may terminate residents right of occupancy.

**29. DELAY OF OCCUPANCY:** If occupancy is, or will be, delayed due to construction, repairs, cleaning, or prior residents holding over, CHEA will not be liable to resident for such delay and the contract will remain in force subject to the conditions stated herein. Due to time of travel or other circumstances, it may be difficult for CHEA to notify resident in advance of such delay of occupancy and CHEA will not be liable for lack of notification. CHEA will provide equal or better temporary facilities (to include the use of contract commercial facilities) until resident's assigned room or unit is available. CHEA reserves the right to provide a temporary room or unit for up to 7 days. CHEA will also provide a not-later-than date as to when the room or unit will be available. If, upon arrival, Resident is told the availability date is greater than 7 days after arrival, Resident may cancel within the first three days after arrival by providing written notification to CHEA. If, prior to arrival, Resident receives notification of delay, Resident has three days in which to notify CHEA by certified mail that they are canceling the contract. This notification must contain date/time/and person who provided the information concerning the delay. If CHEA fails to provide a permanent room or unit on or before the availability date, Resident may cancel by providing written notification within 48 hours. Resident will be entitled only to a refund of deposit and any rental paid.

**30. 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. The Resident will give at least 27 days notice if they choose to terminate. In the event of a rent change, CHEA will have the option of offering a new contract at the new rates, or of maintaining the rent at the level stated herein and maintaining 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.

## MOVE OUT PROCEDURES

**31. CLEANING:** The room or unit, including windows, fixtures, carpet or floors, bathrooms, and appliances must be cleaned thoroughly. If the Resident fails to clean in accordance with cooperative rules, they shall be liable to the cooperative for reasonable charges to complete such cleaning. This includes charges for cleaning carpets, draperies, walls, etc. which are soiled beyond repair. If the room or unit has been painted by the Resident, it must be repainted to colors acceptable to the cooperative. If the resident departs without repainting, CHEA will automatically retain \$100 of the Resident's deposit to pay for repainting.

**32. 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 the resident is supposed to move out without making prior arrangement with the cooperative.

**33. 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/ 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. CHEA representative has no authority to obligate or limit CHEA regarding deductions.

**34. PET CHARGES:** If a pet has been in the room or unit at any point during the Resident's occupancy with or without cooperative permission, a deduction will be made for de-fleaing, deodorizing, and/or shampooing to protect future residents from potential health hazards. The pet deposit of \$50 per animal shall be considered a potential security deposit.

**35. 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\ 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, and
- (7) Any other charges such as guests meals and labor penalties.

**36. DEPOSIT RETURN:** CHEA will refund to the Resident the balance of all security deposits, after lawful deductions, within 30 days of resident's departure from premises. In no case will CHEA refund deposits if resident departs owing CHEA money under this contract or if resident departs without completing check-out forms (or other cooperative approved forms).

Resident	Guarantor (if required)	(of Austin), Inc.
_____	_____ Guarantor's	_____
Resident's Signature	Signature	Authorized Signature
_____	_____	_____
Resident's Printed Name	Guarantor's Printed Name	Printed Name and Title
_____	_____	_____
Date	Date	Date
_____	_____	_____
Permanent Address	Permanent Address	Membership Fee \$
_____	_____	_____ Deposit
Permanent Phone #	Driver's License # and State	
_____	_____	
SSN#	Telephone #	
_____	_____	
Driver's License # and State	Guarantor' Relationship to Resident	
	<b>Community Housing Expansion</b>	

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 La Reunion Cooperative in the event that anything happens to you, please fill out the following:

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

Relationship: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Relationship: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Relationship: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Relationship: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Rebates and Credits:

\_\_\_\_\_ Amount of credit

\_\_\_\_\_ Reason for credit

\_\_\_\_\_ Authorized CHEA Agent signature