

The Beit Ephraim Food Co-op

535 W 112th Street – New York, NY, 10025

Memorandum of Agreement

Having received and accepted an offer of membership in the *Beit Ephraim Food Co-op*, I hereby agree to the following terms:

Moving in I understand that this agreement is not a lease agreement, and I hereby agree to execute a lease agreement with Columbia Residential. Furthermore, I acknowledge that it is my responsibility to acquire and sign this lease, though it shall be facilitated for me by the house's External Manager.

Deposit I shall submit a \$750 deposit upon being accepted into the house. I understand that this deposit is separate from the housing deposit charged by Columbia Residential. I understand this amount will be held for the entire period of my residency at the *Bayit* and it does not count towards regular *Kuppah* payments. If I incur any indebtedness to the house, cause any property damage, incur fines under any *Bayit* rule, or incur a discretionary Executive Board fine, the amount owed may be deducted from my deposit. I understand that my deposit will be returned after I leave the house, minus any deductions. I understand that the Executive Board can determine by majority vote to withhold my deposit. I understand that this "deposit" is *not* a housing deposit. As such, it will *not* be held in a separate account under my name, and I hereby forfeit all interest earned on this money for the period I remain at the *Bayit*.

House Policies: I hereby agree to adhere to all policies, rules, and practices established by the members of the house and the Executive Board. I understand that all policies, rules, and practices in this house are determined by a majority vote at Executive Board meetings (including *all* those present, whether members of the Executive Board or not). I agree to read the *Bayit* Handbook and follow its policies, including the timely completion of *Toranut* as assigned and attendance at house meetings. I understand that failure to abide by *Bayit* policies, rules, and practices can lead to fines deducted from my deposit or expulsion.

Appeals I understand that every financial rule below is subject to the same appeals procedure:

- I will first discuss the issue with the relevant board member, and failing that, the Internal Coordinator.
- If no resolution can be attained, I will be given the opportunity to bring my issue to the Executive Board. A 50%-majority vote of eBoard will be required to overturn the financial manager's decision.
- If I am not satisfied with the outcome of this vote, I will be given the option to request a house vote on the issue. A 66%-majority vote of the house will be required to overturn the eBoard vote. I understand that the 66%-majority vote of the house is final and binding, and I

agree to abide by any decisions resulting from such a vote.

Leaving the house during a housing period I understand that if I choose to leave the house during a housing period, I must give prior notice of 30 days before my intended move out date. I further understand that if I move out during a housing period, I shall pay *Kuppah* until the end of the semester. I also understand that I am personally responsible for dealing with any rent issues with Columbia, and that my leaving the house during a housing period compromises the *Bayit's* relationship with Columbia.

Leaving the house at the end of a housing period I agree to abide by whatever deadline for reporting the following semester's housing the Recruiter sets. I understand that failing to meet that deadline will automatically incur a \$50 fine. If I declare that I will be staying and subsequently decide not to, then I understand that I will have to pay *Kuppah* until either a replacement for me is found, or 6 weeks have elapsed starting from the first week of the following housing period, whichever comes first. If I declare that I will not be staying and subsequently decide that I will, I understand that my ability to stay in the house will be subject to a majority eBoard vote, which will take room availability at that point into consideration.

Summer Sublets I understand that I may sublet my room during the summer. My sublet must be processed through Columbia Residential; unofficial sublets are not permitted. I understand that subletters are members of the *Bayit* and will participate in house functions and that I will communicate this to my subletter. I understand that the full house approves summer sublets by a 66% vote. I understand that the *Bayit* can revoke my privilege to sublet and that I am solely financially responsible for transactions with my subletter.

Study-Abroad Sublets I understand that I may sublet my room to a current or incoming *Bayit* member if I leave the house to study abroad with the intent to return. I understand that I must indicate my intent to make such an arrangement by the reporting deadline set by the Recruitment team. My sublet must be processed through Columbia Residential; unofficial sublets are not permitted. I understand that the Executive Board can revoke my privilege to sublet by majority vote and that I am solely financially responsible for transactions with my subletter as well as the cost of breaking my lease with Columbia Residential if my sublet is canceled by myself, my subletter, Columbia Residential, or the *Bayit*.

Dinner guests I agree to pay \$5 for each guest I bring to a dinner. I am aware that the option exists to negotiate a "package" deal with the financial manager if I have a significant other who often eats at the *Bayit*.

Kashrut orientation I agree that I will not cook in the *bayit* kitchen until I receive a kashrut orientation. I will communicate with a current or previous Religious Coordinator, or a person whom they designate, to make time for my orientation. Furthermore, I agree to abide by the

Kashrut laws as communicated by the Religious Coordinator to the best of my abilities.

Religious pluralism I understand that this house is pluralistic, and I shall be considerate of the observance or lack of observance of customs of others in this house. I further agree to keep the Sabbath in all public areas of the house (defined as the kitchen and dining room), including and especially not using electronics in public areas or using the stove or oven.

Room upkeep I agree that I will not cause any damage to the walls or floors of my room. I agree that if I want to paint the walls of my room, I am free to do so, but must have them returned to white by the time I leave. I understand that maintenance requests can be handled through Columbia University by reporting them to the External Manager. I also agree that there shall not be more than 1 person living in my room at a time.

Loss, damages or theft I hereby indemnify and release Beit Ephraim Food Co-op from any claim by me for damages arising from personal injury or from loss, damage, or theft of property.

Updates to this memorandum I understand that the *Bayit* may adjust the terms of this memorandum, subject to a 66% house vote, and require all residents to re-sign the updated version to be allowed to stay in the house for the next housing period.

If I have already been living here, I agree that this contract will be retroactively binding to the date I moved in.

Name of resident (please print)

Date of move-in

Signature of resident (and parent if under 18)

Date of signature