

**Kalamazoo Collective Housing  
Residential Membership Contract**

302 W. Walnut Street

Revision 6/15/10

*Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.*

---

This Membership Contract ('Contract') is entered into by and between me ('Member') and Kalamazoo Collective Housing, a Michigan nonprofit corporation ('KCH').

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

Date of Contract: \_\_\_\_\_

Member Phone: \_\_\_\_\_

Member Email: \_\_\_\_\_

Roommate: \_\_\_\_\_

**BASIC TERMS AND DEFINITIONS**

'The Property' refers to the lot and all structures at 302 West Walnut Street, Kalamazoo, Michigan.

'The Building' refers specifically to the house at the Property.

A House Member is a person with a Membership Contract with KCH for the Property. 'The House' is a non-incorporated entity composed of House Members, and is directed in accordance with the House Policies. At its meetings the House may modify House Policies; grant House approval; select House coordinators; change the Monthly Charge; manage House funds; and execute other powers as to effectively manage the Property. I must participate in and abide by the governance of the House to the extent permitted by this Contract and law.

'The Room' refers to \_\_\_\_\_

Starting Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

Monthly Membership Charge: \$ \_\_\_\_\_

**PAYMENTS DUE AT OR BEFORE MOVE-IN**

1 <sup>st</sup> Month's Membership Charge	\$
Security Deposit	\$
Total payable to KCH	\$

*Please note: During your membership, a \$20 Annual Membership Fee will be due to KCH each September.*

**MEMBERSHIP**

KCH grants me Membership, the Room named above, and reasonable use of the common areas of the Property during the term of this Contract. When not in default of this Contract, I may participate in the governance of KCH in accordance with the Bylaws and policies of KCH. This participation includes:

1. Election of the Board of Directors
2. By-law Amendments
3. The Power to Call Referenda
4. Evaluation of the Board of Directors

Member Initials: \_\_\_\_\_ KCH Initials: \_\_\_\_\_

## USE AND OCCUPANCY

1. Member agrees that the premises shall be used for residential purposes only and to refrain from any conduct which disturbs other Member(s) including, but not limited to, making or permitting noises such as the loud playing of stereos, televisions or musical instruments and any noisy or boisterous conduct which could disturb other Members.
2. Individual member will make a good faith effort to live harmoniously with other members of the House. Membership in this House is conditioned upon Member's good-faith participation in the dispute resolution process of the House.
3. Member shall not bring any of the following items onto the Property: firearms, ammunition, explosives, illegal drugs or substances of any type, or any inherently dangerous property.
4. Member agrees to return the premises and any furnishings to KCH at the expiration of this Contract in the same condition as when taken (reasonable wear and tear allowed).
5. Smoking is prohibited in the building.

## MONETARY OBLIGATIONS AND CHARGES

1. *Term.* The term of this Contract ('the Term') begins at noon on the Starting Date, and ends at noon on the Ending Date. I must not hold over beyond the Ending Date. 'Move-in' is when I take possession of the Room or its keys, and 'Move-out' is when KCH retakes possession of both. If I hold over beyond the Ending Date, I am liable for additional monthly Charges as determined by the House.
2. *Commitment.* I am responsible for all charges for the entire Term, even if I never use or occupy the Property.
3. *Payment Method.* Payments must be made by check, cashier's check, or money order, and delivered to Kalamazoo Collective Housing. Payment with 3<sup>rd</sup> party checks will be at my own risk.
4. *Collection Expenses.* If I make a payment to KCH that is returned for lack of sufficient funds, I must pay an additional charge equal to the bank fee charged to KCH. KCH may use collections agencies and courts to recover unpaid debts, and add resulting agency and court fees to the debt being collected.
5. *Membership Charge.* Every month in the Term I must pay KCH the Membership Charge no later than the first. However, I must pay the first month's Membership Charge by Move-in.
6. *Pro-rated Charges.* If the Starting or Ending Dates do not coincide with the first day of the month, monthly charges will be prorated for the appropriate fraction of a month.
7. *Move-out Charges.* Upon Move-out, if the Room is damaged or not clean, I have abandoned articles, or I have not returned Building or Room keys to KCH, I may be assessed a Move-out Charge. The Move-out Charge covers work and materials necessary to restore the Room to the condition and value it had at Move-in. In the calculation of this charge, contracted services are at cost, labor performed by KCH is at \$10 per person-hour, and handling of abandoned articles is assessed as directed in this Contract and by law.

## THE PROPERTY

1. *Electrical Safety.* All devices I connect to Property electrical current must be UL or CSA certified. Extension cords and strips must be kept in good condition, must not be placed under floor coverings, and must not be chained nor piggybacked.
2. *Fire Safety.* Heating elements and devices drawing over 500 watts, including space heaters and cooking appliances, but not hair dryers or curlers, must be pre-approved by the House. I must not obstruct exits.
3. *Guests.* A Guest is a person I allow onto the Property who is not a Member. I am responsible for Guests, and damages, incurred obligations, and contract violations they cause. KCH or the House may ask a guest to leave the Property, after which the continued presence of the Guest may result in trespassing charges against the Guest.
4. *Damage.* I am responsible for any damage my pets, Guests, or I cause by action or inaction to the Property, and resulting repair costs will be added to my charges.
5. *Storage.* I may store at my own risk furnishings and personal property in common areas of the Property with the approval of the House. I must not store combustibles in furnace room.

## THE ROOM

1. *Inspection.* With 24-hour notice, an agent of KCH may inspect my room for safety or health hazards, or enter to perform maintenance.
2. *Move-in and Move-out.* I will inspect the Room upon arrival, and document its condition on the Move-in Form. I must return the Move-in Form to KCH, or it will be assumed I found Room to be free of damage and defect. Upon Move-out, KCH will inspect the Room for any problems not documented upon Move-in, and assess the Move-out fee as described in this Contract.
3. *Pets.* I must have House approval to have pets in the Building. This approval may include restrictions determined by the House. I am responsible for any damages, incurred obligations, or contract violations caused by my pets.

Member Initials: \_\_\_\_\_ KCH Initials: \_\_\_\_\_

## **ALTERATIONS**

Members must not alter the premises without KCH's written consent (e.g., painting, wallpapering, installing locks). Member is responsible for damage to the walls beyond reasonable wear and tear.

## **NOTICE OF DAMAGES** (Michigan Public Act 348)

In case of damage to the Property attributable to the Member or other obligations against the deposit, KCH shall mail to the Member within 30 days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Member must respond to KCH's claim within 7 days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, KCH may commence action in court within 45 days after termination of occupancy. KCH shall not be entitled to retain any portion of a security deposit for damages claimed unless it has first obtained a money judgment for the disputed amount.

## **KEYS**

KCH shall provide one building key to Member. Upon termination of this Contract, Member shall return all keys. If all keys are not returned at the termination of this Contract, there will be a charge for re-keying the locks. KCH may charge Member a reasonable amount for replacing lost keys.

## **UTILITIES**

It is Member's responsibility to obtain and pay for all utilities, including, but not limited to, electrical power, gas, food charges, and garbage removal. Utilities shall be equally divided monthly according to the amount of House members.

## **SECURITY DEPOSIT**

KCH holds the security deposit for Member's performance of all the terms of this contract. The security deposit must be deposited at the following financial institution and may be mingled with the security deposits of other members: First Community Federal Credit Union, 550 S. Riverview Dr., Parchment, MI 49004.

## **SUBLETTING AND ASSIGNMENT**

The Member's leasehold interest MAY NOT ever be sublet in whole or in part.

## **DEFAULTS AND REMEDIES**

1. *Eviction.* If Member fails to pay Membership Charges or any other sum required under this Contract when due, or if a health hazard or extensive and continuing physical injury to the premises exists, KCH may terminate the Contract by providing seven (7) days written notice to Member.
2. *Past Due.* An account is 'Past Due' when more than \$50 is owed for more than 15 days.
3. *Payment Plans.* My account must not be Past Due, unless I am following a payment plan that has written approval of the Executive Director.
4. *Cancellation.* Before the Term begins, KCH may void this Contract in writing if I am Past Due with KCH in any way.
5. *Abandonment.* If I am absent with visible intent not to return, and with monetary obligations unpaid, KCH may take possession of the Room. If I abandon the Room or fail to remove my personal property from the Property after the Ending Date, my property may be removed and stored by KCH and charged at market rates. KCH may dispose of my personal property 30 days after mailing written notice to my last known address. If KCH reasonably believes the sale value of abandoned property is less than the cost of storage, or it may spoil, then KCH may immediately dispose of my property.
6. *Non-waiver.* Failure by KCH to enforce a provision of this Contract on one or more occasions is not a continuing waiver of the rights of KCH to enforce the provision.

## **JOINT AND SEVERAL OBLIGATION**

Each Member is jointly and severally (individually) liable for all obligations of this Contract. If one Member fails to pay Membership Charges, the House Members may be held liable for that unpaid obligation. The defaulting Member may remain liable to the other Members for that unpaid obligation.

## **RENTERS INSURANCE AND DAMAGE TO MEMBER'S PROPERTY**

Neither KCH nor KCH's agents shall be responsible for the theft of any personal property of Member, their guests or invitees, for damage, loss or destruction of personal property of Member or of Member's guests or invitees because of fire, water, acts or omissions of third parties or any cause whatsoever. THE MEMBER MAY PROCURE AND MAINTAIN, AT HIS/HER OWN EXPENSE, RENTERS INSURANCE COVERING MEMBER'S PERSONAL PROPERTY. Each party releases the other party from other liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured policy under such insurance policy.

Member Initials: \_\_\_\_\_ KCH Initials: \_\_\_\_\_

**DAMAGE TO PREMISES**

If the premises become wholly uninhabitable during the term of this Contract as a result of damage or destruction by fire or other casualty that is not the result of negligence or a willful act on the part of Member, this Contract shall be voidable at KCH's option, and if voided, Member shall abandon the premises to KCH. If the premises become partially uninhabitable for the same reasons, or if they become wholly uninhabitable and KCH does not void the Contract, KCH shall repair the premises with reasonable speed, and the obligation of Member to pay Membership Charges shall continue.

**ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties. There are no verbal or written agreements between the parties that are to be considered a part of this Contract unless they have been specifically enumerated herein. This Contract may be amended solely by a written instrument, signed by all parties.

**NOTICE**

All written notices to KCH required by this Contract shall be mailed or delivered care of Executive Director to KCH at 302 W. Walnut Street, Kalamazoo, MI 49007.

**JURISDICTION**

Any legal disputes arising between a member and the KCH over the provisions of this Contract will be governed by Michigan law, and be determined in an appropriate court of the State of Michigan located in Kalamazoo County.

**SEVERABILITY**

If a clause of this Contract is found by a court to be invalid, such finding shall not invalidate any other clause or provision of this Contract.

**MEMBER'S FORWARDING ADDRESS**

---

---

**SIGNATURES**

Member Signature: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License Number (used for debt collection purposes): \_\_\_\_\_

KCH Signature: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized agent*

Witness: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_