

# SAMPLE DO NOT SIGN

## Member Occupancy Agreement Freedom Village Cooperative, Inc.

This Agreement, made and entered into at Concord, State of New Hampshire **this** \_\_\_\_\_  
**day of** \_\_\_\_\_ **2023**, by and between Freedom Village Cooperative, Inc., a  
corporation organized under the State of New Hampshire, having its principal place of  
business at 24 Boanza Drive, Concord, NH 03301, (hereinafter called the "Corporation"),  
**and** \_\_\_\_\_ hereinafter called the "Member") of  
\_\_\_\_\_ in said Corporation.

WHEREAS, the Corporation was organized to own and operate a  
manufactured housing community, now known as the Freedom Village Cooperative, Inc.,  
(hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles  
of Incorporation and the Bylaws of the Corporation and is familiar with their terms; and

WHEREAS, the Member acknowledges an understanding of, and will obey  
the Co-op Bylaws and Community Rules and acknowledges that failure to do so could be  
grounds for expulsion and/or eviction from the community;

WHEREAS, the Member has a bona fide intention to reside in the  
Community and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of  
\$300.00 and has executed a Membership Agreement will receive a Certificate of Membership  
in the Corporation; and

WHEREAS, the Corporation and the Members deem it to be in their mutual  
interest to commemorate the Membership and proprietary lease in written form.

NOW THEREFORE, the parties do agree as follows:

**Article 1 - Premises:** The Corporation leases to the Member and the Member leases from  
the Corporation \_\_\_\_\_ (hereinafter called the "Lot") in the Community.

**Article 2 - Term:** Upon payment of the rental herein, and upon compliance with the other  
terms of this agreement, the Bylaws of the Corporation, and the Community Rules

established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

**Article 3 - Carrying Charges:** The Member covenants and agrees to pay all carrying charges and other expenses in a timely manner in the monthly sum of Four Hundred Eighty-five Dollars (\$485.00). The Lot Rent may be increased according to the Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month. If the members rent is postmarked after the tenth (10<sup>th</sup>) day of each month the member will be assessed a Twenty-five Dollar (\$25.00) late fee. A returned check fee will be assessed Thirty-five Dollars (\$35.00) over the current bank fees per check. All such late fees shall be considered additional rent hereunder. Non-Members will pay Twenty-five Dollars (\$25.00) more rent than the member rate.

**Article 4 - Waiver of Homestead Interest:** Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not as a Member) hereby waives any and all homestead rights, if any, established by state or federal law as to any lien by the Corporation for payment of lot rent and advances provided for in this agreement or by statute.

**Article 5 - Membership Fee:** The Member has executed a Membership Agreement and paid in full before occupying the Lot. The Membership Agreement is hereby incorporated into this Member Occupancy Agreement by this reference.

**Article 6 - Patronage Refunds:** The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

**Article 7- Eviction:** The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Eviction Notices may be accompanied by an Expulsion Notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

**Article 8 - Assignment:** The rights set forth herein may be assigned to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate.

**Article 9- Invalidity:** If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

**Article 10 - Waiver:** Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

**Article 11- Notices:** Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

**Article 12- Representations Not Binding:** No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

**Article 13- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution:** The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation.

**Article 14 - Attorneys' Fees and Costs:** In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a Member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency, or other such body.

**Article 15 - Time of the Essence:** Time is of the essence of this Member Occupancy Agreement and any term, covenant or condition contained herein.

**Article 16 - Joint and Several Liabilities:** If more than one (1) Member party shall execute this Agreement; the obligations of the Members shall be their joint and several obligations in every instance.

**Article 17 - Assignment to Lender:** The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

**Article 18 - Home Financing Contact:** The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

**Article 19 –Contact Information:**

Homeowner/Member Name(s):

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

**Names of each additional person(s) living at the above address:**

\_\_\_\_\_  
\_\_\_\_\_

**Emergency Contact Information**

List the name, address, and phone number of the person you would want notified in case of an emergency:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

**Corporation Officers:**

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
Its duly authorized Officer

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
Its duly authorized Officer

**Members** must sign below. Untitled spouses or partners in civil unions must also sign below.

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**Witness to all signatures:**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**OR**

**Witness to Member Signatures**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**Witness to Board Signatures**

Signed \_\_\_\_\_ Printed \_\_\_\_\_