

Member Occupancy Agreement Powder House Cooperative, Inc.

This Agreement, made and entered into in Exeter, State of New Hampshire this _____ day of _____, 2011, by and between the Powder House Cooperative, a non-profit consumer cooperative association, organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A and New Hampshire Business Corporation Act, RSA 293-A, having its principal place of business at 56 Deep Meadow in Exeter, State of New Hampshire, (hereinafter called the "Cooperative"), and _____ (name) (hereinafter called the "Member") of _____ (number and street) in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Powder House Cooperative, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Community Rules and the Bylaws of the Cooperative 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; and

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 \$360 and will receive a Certificate of Membership in the Cooperative once the fee has been paid in full; and

WHEREAS, the Cooperative and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Cooperative leases to the Member and the Member leases from the Cooperative _____ (hereinafter called the "Lot") in the Community. (street address)

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Cooperative, 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 Cooperative.

Article 3 - 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 as provided for in Revised Statutes Annotated (RSA) 480 or by any other state or federal law as to any lien by the Cooperative for payment of lot rent and advances provided for in this agreement or by statute.

Article 4 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

Article 5 - 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 in New Hampshire RSA Chapter 205-A, 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 Cooperative as well as for any reason specified in New Hampshire RSA Chapter 301-A, 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 a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Cooperative not less than 15 days from the date of said notice, as per RSA 301-A:20. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 6 - 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 7 - 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 8 - 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 9 - Notices: Whenever the provisions of law or the Cooperative Bylaws require notice to be given to either party, any notice by the Cooperative 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 Cooperative. 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 Cooperative, or to an Officer of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 10 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Cooperative, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Cooperative.

Article 11 - Attorneys' Fees and Costs: In the event any legal action is commenced by the Cooperative 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 Cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The legal fees 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 Cooperative 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 Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a Member of the Cooperative and a partial owner of the Cooperative. 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 12 - 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 13 - 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 Cooperative 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 15 – Contact Information (optional):

Member Name (s): _____

Telephone: _____

E-mail: _____

Mailing Address: _____

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.

Cooperative Officers:

Signed _____ Printed _____
Its duly authorized Officer

Signed _____ Printed _____
Its duly authorized Officer

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

Signed _____ Printed _____

Signed _____ Printed _____

Signed _____ Printed _____

Signed _____ Printed _____

Witness to all signatures:

Signed _____ Printed _____