



Date of Birth: _____

COOPERATIVE LIVING ORGANIZATION
MEMBERSHIP APPLICATION

Please complete and return this application with the \$400 Security Deposit and the \$100 New Member’s Fee (check or money order) to The Cooperative Living Organization (if not already paid)

I, _____ (“Student”), (____ - ____ - ____) SSN; understand that if my application for membership in the CLO is accepted, I agree to conduct myself in a responsible manner consistent with CLO policies, the University Student Code of Conduct, and the laws of the State of Florida, as well as federal laws.

I understand this application will be deemed accepted upon signing by the President, Vice President, Secretary or House Manager (Authorized Officers) of the CLO, and that upon such acceptance will become a binding, enforceable agreement (the “agreement”) between Student, CLO and any parent or guardian who signs the application.

I further understand that I must be a registered full-time student at either the University of Florida or Santa Fe State College in order to reside at the CLO.

The Application Fee: A \$500 application fee (\$400 security deposit and \$100 new member’s fee). The \$400 security deposit must accompany this Membership Application in order for Student to be considered for membership in the CLO. The \$400 will be returned to Student if this Membership Application is not accepted. Upon acceptance, the \$400 will become non-refundable and be applied to Student’s Security Deposit obligation. The \$100 member’s fee constitutes a non-refundable processing fee that will be due at first rent installment. Upon acceptance of this application, Student and any parent or guardian who signs this application agree as follows:

The Accommodation: Upon acceptance of this Membership Application by one of the above-listed officers of the CLO, the CLO will provide Student a room at the CLO, located at 117 N.W. 15th Street, Gainesville, Florida, for Occupancy Dates to which this agreement applies on the following terms and conditions:

- a. Room Assignment: CLO will assign each room for double occupancy. Student will share this room with another member of CLO. CLO will make a reasonable effort to match Student with an appropriate roommate. Student will accept the roommate assigned to Student by CLO. Student may request a specific roommate or a change of roommates. CLO may choose to grant Student’s request at its sole discretion. Student will be assigned a room no later than the beginning of the Occupancy Dates set forth below. CLO reserves the right to require changes in room assignment if necessary. Student will comply with an order to change rooms as soon as reasonably possible.
- b. Occupancy Dates:
 - i. Fall Term: August 22, 2018 and ending on December 14, 2018 (“Fall Term”), _____ **(init)**
 - ii. Spring Term: January 7, 2019 and ending on May 3, 2019 (“Spring Term”). _____ **(init)**
- c. Furnished Rooms: CLO will provide as furnishings for the room assigned to Student: (1) a bed set or a loft, (2) a mattress, (3) a dresser, (4) a chair, (5) a desk, and (6) some form of closet. Student will be

Student Signature	Date	Authorized Agent of CLO	Date
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Guardian (required if resident is under 18)	Date
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responsible for maintaining these furnishings in good condition. With the permission of CLO and Student's roommate, Student may bring and use Student's own furnishing to CLO.

- d. Access to Common Areas: Student will be permitted access to all the common areas of CLO. The common areas of CLO include the dining room, the recreation room, the designated, community bathrooms, the hall lobbies, and the laundry room. CLO may inspect the common areas of CLO at any time without any warning.
- e. Improvements: Student will not make any alterations, improvements, or other changes to Student's room or to furnishings owned by CLO without the express written consent of CLO.
- f. Check-In Procedure: Students are allowed 5 days before term start days to move in without being charged. Each additional day before or after term days will result in a \$10.00 charge per day or assigned work of equal value. Before taking occupancy, Student will fill out the CLO check-in form and deliver this form to CLO. Student will be given Student's room key, and house key to CLO at this time. Student will not make any copies of the keys given to Student by CLO.
- g. Check-Out Procedure: At the conclusion of this agreement, Student will fill out the CLO check-out form and deliver the form to CLO. Student will return room key, and house key given to Student, as well as any copies made of these keys at the time of Check-Out.
- h. Early Termination: Student acknowledges that the President, Board and House Manager reviews each agreement during the last month of each semester, and that each of them has an independent right in his, her, or its sole discretion to cancel a Student's agreement for a violation of the agreement, including but not limited to non-payment of assessments, failure to complete assigned details, or unacceptable behavior.

The Security Deposit:

- a. Payment of Security Deposit: Each Student will pay and must at all times maintain a security deposit of \$400.00 with the CLO while resident at the CLO. The security deposit is due at the time the application for membership is accepted by the CLO. CLO will deposit the security deposit into a membership fund, an account reserved for deposits and advance rent.
- b. Return of Security Deposit: At the conclusion of this agreement, Student will permit CLO to apply any or all of Student's security deposit to any amount still owed to CLO by Student, to pay for any damage to the room or the furnishings of the room beyond that of normal wear and tear, or to pay for cleaning the room. If any of Student's security deposit remains after these deductions, CLO will return the remainder of the security deposit within thirty (30) days of the conclusion of the rental agreement or the check-out date of Student, whichever is later.
- c. Interest: Any interest that may be earned on the membership fund shall be the property of the CLO. Student shall have no claim on any interest so earned on the account.

Food Service: During the Rental Term, CLO will provide lunch and dinner Monday through Friday, every day that undergraduate classes are in session at the University of Florida.

Student Obligations:

Student Signature	Date	Authorized Agent of CLO	Date
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- a. **Financial:** Student and parent or guardian (if signatories to this agreement) promise to pay to the CLO, when due, all monthly assessments, fees, fines or other charges (individually and collectively agreed to constitute the legal equivalent of “rent” for purposes of any enforcement proceeding) as follows:
 - i. **New Member’s Activity Fee:** If Student has not previously paid a New Member’s Activity Fee to the CLO; Student will pay the CLO a nonrefundable New Member’s Fee of \$100.00. Student will pay this New Member’s Fee on the due date for the first monthly assessment. A portion of this fee goes towards a background check and the remaining balance is set-aside in a maintenance fund.
 - ii. **Monthly Assessments:** In consideration of the provision by the CLO of a room, food service and other benefits, Student will pay to the CLO an assessment of \$1600.00 for each semester, in four equal installments of \$400.00. Student will pay to CLO each installment by 10:00 PM on the Due Date listed below. _____ **(init)**
 - iii. **Due Dates:** The Due Date for each monthly assessment is as follows:

Fall Term	Spring Term
August 23, 2018	January 31, 2019
September 27, 2018	February 28, 2019
October 25, 2018	March 28, 2019
November 29, 2018	April 18, 2019

- iv. **Late Fees:** If Student has a Balance exceeding the maximum amount permitted by the Board of Directors of CLO after the Due Date for a monthly assessment, Student will pay a Late Fee of \$25.00. CLO will post at least seven days in advance of the Due Date the maximum permissible Balance in a prominent location in the public areas of CLO. Balance means the total amount owed for the monthly assessment, late fees, returned check fees, and any additional fees owed by Student to CLO at the Due Date.
- v. **Returned Checks:** Student will pay a Returned Check Fee of \$25.00 for any check returned unpaid by the bank. This Fee is due by the Due Date of the next monthly assessment. Student will also pay a Late Fee of \$25.00 if the amount of the returned check is not paid within ten days of the return of the check. CLO may require payment in money order if Student has any checks returned unpaid during the Rental Term.
- vi. **Additional Fees:**
 - (a) **Break Charges:** Student will pay \$10.00 per day for each day in physical residence when the undergraduate portion of the University of Florida is not in session. Break charges begin two days after the conclusion of undergraduate finals and end two days before the commencement of the next undergraduate semester.
 - (b) **User Fees:** Student will pay the amount designated for any user fees. User fees include, but are not limited to, charges for guest meals, overnight guests, and laser printer use.
 - (c) **Fines:** Student will pay any monetary fines imposed by CLO in accordance with CLO Rules.
- vii. **Other Fees:** Student will pay any other fee or debt owed by Student to CLO on the Due Date of the assessment immediately following the incurring of the fee or debt. Student will consider this fee or debt to be part of the assessment once this fee or debt due.

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- b. Deferments: Student must request a deferment if Student is unable to pay a monthly assessment by the Due Date. The Board of Directors of CLO, at the Board’s sole discretion, may grant a deferment for a limited period of time. Student must pay any applicable Late Fees.

Student Cooperative Work Responsibility: Student will complete all work hours assigned to Student by CLO as per the Rules of CLO for the entirety of the Occupancy Dates to which this agreement applies. In addition to any fines levied by CLO, Student will pay as additional rent \$10.00 per hour for any assigned hours not completed by the end of Student’s period of occupancy.

Conduct and Rules:

- a. Incorporation by Reference: The Charter, Bylaws and House Rules of CLO (“Rules of CLO”) are incorporated into this agreement by reference. CLO will provide to Student a current copy of these documents when Student takes occupancy. Student shall sign an acknowledgement of receipt of these documents. CLO will keep an up-to-date copy of these documents in the main office and will permit Student to examine this copy upon Student’s request.
- b. Notice of Changes in Rules: CLO will post any change to the Rules of CLO prominently in the public areas of CLO at least seven days before the change is to go into effect. CLO will keep a copy of any such notices in the main office and will permit Student to examine these notices upon Student’s request.
- c. Conduct of Members: Student will treat all residents of CLO with reasonable politeness and common courtesy. Student will obey all applicable state and federal laws. Local laws and ordinances, and University of Florida rules and policies. Student will pay any fines, assessments, or other penalties imposed on CLO for Student’s violations of any of these laws. Ordinances, rules, and policies.
- d. Guests: Student will obtain permission of Student’s roommate before having any overnight guest in Student’s assigned room. Student will obtain permission from the Board of Directors before having a guest stay over more than two nights in Student’s room or elsewhere on the CLO premises during any fourteen-day period. Student will pay any applicable overnight guest fee or guest meal fee for the Student’s guest.
- e. Inspection of Room: Student will permit CLO agents to inspect Student’s room at any time. When feasible, CLO will post notice of any room inspection forty-eight (48) hours in advance of the inspection and will attempt to schedule the inspection at a time when Student can be present. However, in cases of emergency or other unusual circumstances, CLO may enter Student’s room without notice.
- f. Storage of Personal Items: By signing this rental agreement, Student agrees that upon surrender or abandonment, as defined by Chapter 83, Florida Statutes, CLO shall not be liable or responsible for storage or disposition of Student’s personal property.
- g. Health Emergency Issue: In the event the President, Vice President or House Manager, in his or her sole discretion, is of the opinion that Student may have an illness or disease that may pose a threat to the order, discipline, health or safety of the CLO or any of its residents, either the President, Vice President or House Manager, in his or her discretion, shall have the right to require Student to be examined by a medical provider or medical providers chosen by said President, Vice President or House Manager in his or her sole discretion, at a time and place directed by said President, Vice President or House Manger, which may be scheduled on an emergency basis within 24 hours of notice given to Student of said appointment or appointments. Failure of Student to comply with this requirement shall constitute

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grounds for immediate expulsion from the CLO, and Student agrees that failure to comply for any reason shall entitle the CLO to an immediate mandatory injunction by a court of competent jurisdiction barring student from being present on the premises of the CLO. In the event of the President, Vice President or House Manager of the CLO invokes this emergency health provision, Student may not return to the premises of the CLO after the required examination or examinations until such time as he has been found and cleared by a medical provider selected by CLO to no longer be a threat to the order, discipline, health or safety of the CLO.

- h. Emergency Remedy In the Event of Inability of Student to Live Cooperatively: The core obligation of a Student in residence at the CLO is to live cooperatively within the letter and spirit of the precepts and rules of the CLO as prescribed in the House Manual, including by-laws and rules contained therein. In the event that the President, Vice President or House Manager, in his or her sole discretion and in good faith, determines that Student’s conduct has become continuously disruptive to the order, discipline, health, safety, or well-being of the CLO or its residents, the President, Vice President or House Manger shall have the right, in his or her sole discretion, to cancel this agreement and immediately expel student from the CLO. In the event the President, Vice President or House Manager invokes this emergency provision, Student shall permanently depart the premises of the CLO within 24 hours of written notice by the President, Vice President or House Manager that he or she is invoking this provision. Failure of Student to depart the premises in compliance with a notice provided pursuant to this provision shall entitle the CLO to an immediate mandatory injunction by a court of competent jurisdiction ordering student to depart the premises, notwithstanding any provision or section of Chapter 83 of the Florida Statutes relating to the rights and responsibilities of landlords and tenants to the contrary.
- i. Sublease or Assignment: Student will not assign this rental agreement or sublet Student’s room.
- j. Resolution of Conflicts: In the event of conflict, the Rules of CLO and the provisions of this agreement shall be interpreted to give effect to both provisions if at al possible. IF the conflict is not resolvable, this agreement shall control.
- k. Waivers Liability: Student waives, releases, discharges and acquits the CLO for any and all claims for loss, damage or inquiry of any nature whatsoever to Student or Student’s property resulting or arising out, connected to, or relating in any way to Student’s occupancy and use of the premises of the CLO and any appurtenances thereto, including claims for loss or damage alleged to have resulted from the negligence of the CLO, its officers, agents, employees, or any member, resident or guest of a member or resident of the CLO for loss, damage or injury of any nature whatsoever cause by Student or caused or incurred by Student’s family, Student’s invitees, licensees, permittees or guest while on the premises of the CLO.

_____ (init)

Utilities:

- a. Provision of Utilities: CLO will provide electricity, air conditioning, heat, water, and garbage pickup to Student. Student will not hold CLO liable for any loss damage caused by the failure or interruption of utilities even if this failure or interruption is a result of the negligence of CLO, it agents or employees, or the other residents of CLO.
- b. Thermostats: Student will not adjust or tamper with any thermostat on CLO property without the express written permission of CLO.

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- c. Conservation: Student will make reasonable efforts to conserve electricity, water, and other utilities. Reasonable efforts include, but are not limited to, turning out lights when not present, keeping windows closed when the heat or air conditioning is on, and not using an excessive amount of hot water. CLO may limit use of the air conditioning and heating systems depending on local weather patterns.

Termination of Rental Agreement

- a. Mutual Agreement: At Student's written request, the Board of Directors of CLO may, at its sole discretion, terminate this agreement. If such a request is granted, Student will forfeit any right to Student's security deposit as part of the consideration for this termination. The Board of Directors of CLO may impose additional conditions or consideration before releasing Student from this agreement.
- b. Abandonment: If Student abandons Student's room during the rental term, CLO may terminate this rental agreement and take possession of Student's room. Students will remain responsible for payment of the entire amount still due for the complete term of this agreement.
- c. Breach of Agreement: Upon Student's material breach of this agreement, Student's nonpayment of an assessment after receiving written notice of amount due, or Student's failure to comply with a notice to cure, CLO may terminate this agreement and take possession of Student's room. Student will immediately be responsible for the entire amount still due for the complete rental term.

Collection Fees: Student will pay any reasonable collection fees, court costs, attorney's fees, and any other costs that CLO incurs in obtaining of any amount Student owes CLO. Student will immediately be responsible for the entire amount still due for the complete rental term. Student will also pay any other amount that CLO is entitled to under state or federal law.

Jurisdiction for Legal Disputes: Student agrees any and all legal actions arising out of or related to this agreement or the occupancy of Student may only be brought only in the Circuit Court for the Eighth Judicial Circuit in Alachua County, Florida and Student agrees to waive any objection to personal jurisdiction in Alachua County, Florida.

Notices: CLO will post official notices from CLO prominently in the public areas of CLO. Student will be considered to have been given notice three days after any notices are posted in this manner.

Impracticability of Performance: In event CLO premises are totally destroyed or rendered uninhabitable by reason of fire, storm, wind, or other cause beyond the control of CLO; or CLO premises are condemned by proper state authorities, this agreement will be terminated and student will receive a pro rata refund of any assessment paid to CLO. Student waives any claim against CLO, its officers, agents, or employees, for any damages caused by the termination of the rental agreement under this provision.

Modifications to Agreement: This agreement is a completely integrated agreement. This agreement may be modified only in writing, executed by both Student and CLO. No other written or unwritten statements or promises made by any person shall considered to be part of this agreement.

Severability: If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other

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persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by the law.

Date of Effectiveness: This agreement is not effective until after Student and an authorized officer of the CLO listed above have executed this agreement. If the Student is under 18, then the Student's Guardian must also sign this rental agreement before it is effective.

I understand that my security deposit will not be refunded if I cancel CLO's acceptance of my application prior to residence. _____ **(init)**

_____	_____	_____	_____
Student Signature	Date	Authorized Agent of CLO	Date
_____		_____	
Guardian (required if resident is under 18)		Date	