



Freedom Hill Cooperative, Inc
11 Redwood Rd, Loudon NH 03307
(603) 545-1239

Member Occupancy Agreement

This Agreement made and entered into at Loudon, State of New Hampshire this _____ day of _____, 201_, by and between the Freedom Hill Cooperative, Inc, a non-profit consumer cooperative association organized under the New Hampshire Consumers Cooperative Association Act, Revised Statutes Annotated (RSA) 301-A, having its **principal place of business at 11 Redwood Road**, Town of Loudon, County of Merrimack and State of New Hampshire, (hereinafter called the “Cooperative”), and _____ of _____ in said Loudon, NH (hereinafter called the “Member”),

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Freedom Hill Cooperative dba Pine Ridge Estates, Loudon NH (hereinafter called the “Park”), 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 By-laws of the Cooperative, and is familiar with their terms; and

WHEREAS, the Member has a bona-fide intention to reside in the Park and to continue such residence during membership; and

WHEREAS, the Member has paid or agrees to pay the **membership fee of \$1,000.00**, and will receive a certificate of membership in the Cooperative once the fee has been paid in full; and

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

Article 1 Premises

The Cooperative leases to the Member and the Member leases from the Cooperative _____ (hereinafter called the “Lot”) in the Park.

Article 2 Term

Upon payment of the carrying charges herein, and upon compliance with the other terms of this Agreement, the By-laws of the Cooperative, and the Rules and Regulations 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 Occupancy Agreement and membership, **Member shall provide thirty (30) days written notice to the Cooperative.**

Article 3 Carrying Charges

The Member covenants and agrees to pay all carrying charges and other expenses in a timely manner (hereinafter called “Charges”) in the **monthly sum of Three Hundred, Seventy-Five Dollars (\$375)** owning a manufactured home in the Park, the Member’s share of the monthly sum currently required by the Cooperative, as estimated by its Board of Directors, to meet its expenses and reserves. The Board may increase the Charges, if it deems necessary, with a sixty (60) day written notice. Beginning April 1, 2002 the Cooperative, so as to encourage prompt payment of the Charges, requires that the **Charges must be paid on the 1st day of each month** and that there is a **\$25.00 late payment penalty for Charges received after the 5th** of each month.

Article 3
Carrying Charges
(continued)

The Member further agrees to timely pay when and if due to the town of Loudon all property taxes assessed against the manufactured housing unit owned by the Member. (If the Cooperative, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Member shall promptly reimburse the Cooperative.) Any fees advanced by the Cooperative for municipal taxes or other charges shall be added to the Cooperative's lien for unpaid rents. The Cooperative reserves the right to secure its statutory lien (see RSA 205-A:4-a) on the home of the Member for any Member's carrying charges and non-reimbursed expenses incurred by the Cooperative.

Member (and Member's spouse signing this agreement for these purposes if not as Member) hereby waives any and all homestead rights as provided for in RSA 480 or by any other state or federal law as to any lien by the Cooperative for payment of carrying charges 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.

Article 5
Patronage Refunds

The Cooperative will refund or credit to the Member, within ninety (90) days of the end of the fiscal year, the proportionate share of accumulated Charges 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 RSA Chapter 301A or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Park as applicable from time to time.

Article 6
Member's Further
Obligations &
Covenants

The Member shall comply with all duties set forth under New Hampshire law, specifically, but not limited to New Hampshire RSA Chapter 205-A and Chapter 301-A, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation, and By-laws of the Cooperative and all rules and regulations of the Cooperative now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable rules and regulations in effect at the execution of the Occupancy Agreement.

The Member further agrees to participate cooperatively in the operation and management of the Cooperative by serving as requested on its committees or Board of Directors; to conduct him/herself and his/her guests when on the Lot and in the Park in such a manner as not to disturb or threaten other members, other tenants, or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Cooperative, to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests, and invitees; and to otherwise reasonably obey and comply with all Park and Cooperative rules and regulations.

**Article 7
Cooperative's
Covenants**

The Cooperative shall comply with all duties set forth under New Hampshire law, specifically, but not limited to RSA Chapter 205-A and Chapter 301-A, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, By-laws, or Rules and Regulations, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Cooperative agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order, to plow and maintain roads providing ingress and egress between the Lot and Route 106; to maintain common areas in a reasonably neat and attractive manner, to responsibly manage the Park and the Cooperative's finances including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the membership, and any special meetings that may be called from time to time; to provide copies of annual audit or review of the Cooperative's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

**Article 8
Eviction**

The Member understands and acknowledges that he/she may be evicted from the Park for violation of this Agreement or for any violation by which a member may be evicted as set forth in the Rules and Regulations of the Cooperative, the By-laws or for any reason specified in New Hampshire RSA Chapter 205-A and Chapter 540, 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 the Agreement is grounds for **expulsion from Membership** in the Cooperative as well as for any reason specified in New Hampshire RSA 301-A, as it now exists and as it may hereafter be amended from time to time, for this reason, all 30 day Notice to Quit 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 constitute grounds to delay or avoid eviction.

**Article 9
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 10
Limitation on
Member's Right to
Make On-Site Sale**

The Member acknowledges the application of the resale limitations and restrictions of the By-laws of the Cooperative as may be amended from time to time and agrees to abide and comply therewith.

**Article 11
Severability**

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 the Agreement.

**Article 12
Waiver**

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

**Article 13
Notices**

Whenever the provisions of the law or the Cooperative By-laws 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 the President 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 14
Representations
Not Binding**

No representations other than those contained in this Agreement, the Articles of Incorporation, the By-laws, or the Rules and Regulations of the Cooperative, now in effect, or as may hereafter be amended from time to time, shall be binding upon the Cooperative.

**Article 15
Incorporation of
Articles of Agreement,
Park Rules &
Regulations, By-laws,
and Cooperative
Resolution**

The Articles of Agreement, the By-laws, all Cooperative resolutions, and its duly adopted Rules and Regulations pertaining to the Park, now in effect or as later amended from time to time, shall be binding upon the Cooperative.

**Article 16
Attorneys' Fees and
Costs**

Either party shall be entitled to reasonable attorneys' fees and costs incurred in the enforcement of the terms of this Agreement and the Cooperative shall be entitled to said fees and costs associated with the expulsion of any member from the membership based, in whole or in part, on a violation of this Agreement. The Cooperative shall be entitled to a lien for said fees and costs in the same manner as any other lien provided for in RSA 205-A for carrying charges and/or rent.

**Article 17
Time is of the
Essence**

Time is of the essence of this Occupancy Agreement and any term, covenant, or condition herein.

**Article 18
Joint and Several
Liability**

If this Agreement shall be executed by more than one (1) Member party, the obligations of the Members shall be their joint and several obligations in every instance.

**Article 19
Assignment to
Bank**

The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases, Occupancy Agreements, and Carrying Charges between the Cooperative and TD Bank's rights under said Assignment in the event that TD Bank exercises its rights hereunder.

HOME FINANCING CONTACT:

The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

NAMES AND AGES OF PERSONS RESIDING IN THIS HOME:

EMERGENCY CONTACT PERSON NOT LIVING WITH YOU:

_____ Phone #

_____ Phone #