

NON-MEMBER SHORT-TERM OCCUPANCY AGREEMENT

This Agreement entered into on the day of , **20** , by and between Michigan Shores Cooperative, a Michigan cooperative corporation with its principal offices located at 641 Michigan Avenue, Frankfort MI 49635, hereinafter referred to as “Michigan Shores”, and , who is currently a resident of the City of _____, State of _____, hereinafter referred to as “Non-Member Occupant” and , a Member and Occupant of Michigan Shores, hereinafter referred to as “Member”;

WHEREAS, Michigan Shores is a residential housing community designed for persons fifty-five (55) years of age and older; and

WHEREAS, Member is the owner of a Membership Interest in Michigan Shores as evidenced by Membership Certificate No. _____, together with the appurtenant right of occupancy of Unit No. On Michigan Shores’ premises (hereafter “the Unit”); and

WHEREAS, occupancy of a dwelling unit on Michigan Shores’ premises requires the prior approval of Michigan Shores’ Board of Directors; and

WHEREAS, Member wishes to obtain permission for non-Member Occupant to occupy the unit for a period in excess of thirty-one (31) days but less than six (6) months**; and

WHEREAS, the parties wish to reduce to writing the terms and conditions under which Non-Member Occupant shall be permitted to occupy the unit;

NOW, WHEREFORE, for and in consideration of the mutual promises herein set forth, and for other good and valuable consideration, it is agreed as follows:

1. Non-Member Occupant states and represents that he/she is thirty (30) years of age or older.
2. Non-Member Occupant shall be permitted to reside in the unit commencing on the **1st** day of , and terminating on the day of , 201 , at a rental rate equivalent to \$ per month, payable to Member. The amount shall not exceed the occupancy charges Member pays to Michigan Shores.

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3. Non-Member Occupant shall abide by all of the rules, regulations, Bylaws, policies, Article of Incorporation, procedures, regulations of the Board of Directors, the Occupancy Agreement for the unit and the other requirements of Michigan Shores which govern the conduct of Members on its premises, as they currently exist, and as they may be amended or adopted in the future. Non-Member Occupant states and represents that he/she has had an opportunity to review those documents to his/her satisfaction.
4. Breach by Non-Member Occupant of any duty owed by him/her under this Agreement, or the other governing documents of Michigan Shores, shall constitute cause for termination of his/her Non-Member Occupant status by Michigan Shores.
5. Non-Member Occupant hereby agrees not to disturb or interfere with the quiet enjoyment of their apartment units and the common areas of the Cooperative by its Members. Failure to abide by this condition of non-member occupancy shall, among other things, result in the immediate termination of Non-Member Occupant status.
6. Non-Member Occupant's right of occupancy of the unit and use of the common areas of Michigan Shores, shall be contingent upon Member's continued consent to such occupancy.
7. Non-Member Occupant's status at Michigan Shores shall terminate upon the termination of the Membership of Member in Michigan Shores.
8. In the event that Non-Member Occupant status is terminated, Non-Member Occupant hereby agrees to peaceably and immediately vacate the unit and remove himself/herself and his/her possessions from the premises of Michigan Shores. Non-Member Occupant status shall not be terminated for cause under this Agreement without Michigan Shores first giving Member and Non-Member Occupant notice and an opportunity to be heard on the matter. Termination of occupancy shall not be an exclusive remedy. Michigan Shores may also, or in the alternative, pursue any other rights which it may have at law, in equity, by statute or otherwise.
9. Member agrees that the additional costs and expenses caused by reason of a Non-Member Occupant's occupancy of the unit with Member shall be added to Member's Monthly Carrying Charge, and Member hereby agrees to pay such additional charges under Member's Occupancy Agreement as a condition of Member's continued Membership in Michigan Shores.
10. Member shall remain liable for complying with all terms and conditions of member's occupancy and other agreements with Michigan Shores, including the payment of all fees due thereunder.

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11. This Agreement shall be binding upon the parties and their respective personal representatives, heirs, guardians, trustees, conservators and successors.
12. This Agreement shall not be assignable by any party.
13. This Agreement shall be governed by the laws of the State of Michigan
14. Any dispute which may arise under this Agreement shall be adjudicated by the Michigan State District Court, Benzie County, and the parties hereby expressly submit to the jurisdiction, venue and process of that Court for that purpose.

MICHIGAN SHORES COOPERATIVE

By _____
Its _____

Non-Member Occupant

Member

Amended Tuesday, January 24, 2012 **

