

# Occupancy Agreement Policy

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**WHEREAS** the membership is desirous to amend the Occupancy Agreements of each member of the Co-op so as to better set out the relationship between the Co-op and each member, and comply with the provisions of the *Co-operative Association Act*;

**AND WHEREAS** the policies passed by the Co-op are considered to be part of the contractual obligations set out within each member's Occupancy Agreement at the Co-op;

**WHEREFORE, BE IT RESOLVED:**

1. That the new Occupancy Agreement as approved by the General Membership on December 8, 2004, is the new Occupancy Agreement of the Mau Dan Gardens Housing Co-operative;
2. That all former Occupancy Agreements signed by principal, joint and associate members are altered and amended by substituting for the present Occupancy Agreements the new Occupancy Agreement as mentioned above.
3. That each member, principal, joint and associate, is deemed to have agreed and be bound by the terms of the new Occupancy Agreement to the same extent as if each member and associate member had executed the new Occupancy Agreement and received consideration from the Co-op for doing so;
4. That each member, principal, joint and associate, is required to attend at the Co-op office to execute an appropriate form of the new Occupancy Agreement within 14 days of receiving written notice from the Board of Directors requesting the member to do so and the Co-op shall pay the member \$2.00 as consideration for executing the new Occupancy Agreement and such consideration is deemed to be sufficient by the Co-op and the members; and
5. The principal, joint and associate member's failure to comply with the terms of this policy may result in termination of the member's membership or Occupancy Agreement or both.

Passed by the General Membership on March 30th, 2005.

