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A TINY CONTRACT FOR A TINY HOUSE

This contract is between _____ and _____ (the Occupant(s)), and Occupy Madison Inc. (OMI), and covers Tiny House _____.

INTRODUCTION

The Occupant, having earned _____ Work Equity Credits in Occupy Madison Inc., and having met all other requirements for obtaining a Tiny House, may use OMI-provided work space and materials to construct a Tiny House for their own use. This contract serves as a title deed to stewardship by the Occupant, subject to conditions stated below. The Occupant's behavior can make this project a success or a failure. Therefore by signing this contract, the Occupant agrees, in advance of the house's construction, to abide by the rules and expectations stated below. Continued occupancy in the Tiny House is contingent on performance of the obligations in this contract.

DEFINITIONS

“Land” means land, wherever situated, that comes under the ownership, possession or control of OMI, by purchase, donation, lease, license, trust, or otherwise, and that OMI designates as a site for Tiny Houses. Land so defined may be in more than one parcel and in more than one place. It does not mean places where individual Tiny Houses may be provisionally located from time to time.

“Occupant” means the steward of a Tiny House, as stewardship is defined in this contract, including Joint Occupants. “Joint Occupant” means either of the Occupants of a Tiny House, where stewardship is shared under the provisions of this contract.

“OMI” means Occupy Madison, Inc., or its successor organization. OMI functions set out in this contract may be exercised by OMI's Board of Directors, or otherwise as OMI may prescribe.

“Stewardship” of a Tiny House means possession subject to conditions set out in this contract, including but not limited to the Occupant's compliance with conduct and sanitation obligations, timely fulfillment of repayment obligations, and keeping the Tiny

House in a place agreed to by OMI. Failure to meet these conditions may result in possession of the Tiny House reverting to OMI.

“Resident” means anyone living in a Tiny House on a continuous, periodic or intermittent basis, other than the Occupant.

“Tiny House” means a structure designed and constructed to specifications approved by OMI, and built principally by volunteer and work equity labor, for occupancy as part of OMI’s Tiny House Project. It may also mean another structure identified by OMI as a Tiny House. Each Tiny House will have a unique Tiny House Identification Number. In this contract, where the term Tiny House refers to an individual structure, it means specifically Tiny House ____.

“Work Equity Credits,” or “Credits,” in this contract means credit toward purchase of the Tiny House, measured in hours of work. Work Equity Credit may be earned by work on Tiny Houses, whether intended for the Occupant or not, or by other work certified by OMI as qualifying for Work Equity Credit toward a Tiny House.

LOCATION AND RELOCATION

Tiny House ____ may be placed only in a location agreed to by OMI. Placing it in another location may result in possession of the Tiny House reverting to OMI.

OMI hopes to purchase or lease land for the Tiny Houses. The Occupant agrees that after this happens, they will relocate their Tiny House to that Land when requested to do so by OMI. Failure to relocate at that time may be construed as a breach of the Occupant’s obligation to keep their Tiny House in a place agreed to by OMI, and may result in possession of the Tiny House reverting to OMI.

COMMUNITY

The Tiny Houses are part of a larger project involving community. When the Occupant moves their house to the Land, they will be expected to participate in community life and activity. Relocation to the Land may be conditioned on their explicit agreement to such participation, in a form to be determined. Failure to relocate because this condition is not met may be considered a failure to keep the Tiny House in an agreed place.

CONDUCT

The biggest obstacle this project faces is stereotypes and assumptions surrounding homelessness. If public opinion is to be sympathetic, all Tiny House Occupants and authorized residents must be orderly and respectful of their neighbors. Disturbances will jeopardize the project. Therefore, multiple or egregious incidents involving noise,

violence, public intoxication, indecency, or other misconduct will be investigated by OMI, and may cause possession of the Occupant's Tiny House to revert to OMI.

TRANSFER

Possession of a Tiny House may not be transferred without OMI's agreement, except that the Occupant may return possession to OMI at any time.

SANITATION

It is also important that these Tiny Houses remain sanitary, in order to remain inconspicuous, be good neighbors, challenge assumptions, and preserve healthful conditions. Therefore the Occupant agrees to abide by OMI's rules about waste, garbage, sewage and sanitation. Failure to do so may cause possession of the Occupant's Tiny House to revert to OMI.

JOINT OCCUPANCY

With the agreement of OMI, stewardship may be shared by two people, both of whom will be Joint Occupants of the Tiny House. In such a case, the failure by *either* Occupant to meet the conduct requirements set out in this contract may result in the reversion of possession to OMI, despite the conforming conduct of the other Occupant.

If one of a pair of Joint Occupants dies, the survivor continues as the Occupant.

A Joint Occupancy may be dissolved by agreement between the Joint Occupants. In such a case, or if the Joint Occupants are united in marriage or in a civil union and their union is dissolved, the two parties may decide which party shall succeed to the Occupancy, subject to agreement by OMI. If the parties cannot agree to the succession, OMI may decide the question.

RESIDENTS OTHER THAN OCCUPANTS

No one other than the Occupant (or Joint Occupants) may live in a Tiny House for a period longer than two weeks without the agreement of OMI. The Occupant of a Tiny House is responsible for the conduct of guests. If an Occupant allows a violation of this condition, it may result in possession of the Tiny House reverting to OMI.

PAYING OFF THE TINY HOUSE

The price of Tiny House _____ is _____ Work Equity Credits. As stated in the Introduction, the Occupant has already earned _____ such Credits, which are hereby allocated towards Occupancy of this Tiny House. The Occupant agrees to pay off the balance at the rate of _____ Credits every _____ until the entire price is paid. This obligation is personal and may not be satisfied by money or by Credits originally awarded to anyone else without the express agreement of OMI.

Failure to meet this repayment obligation may result in possession of the Tiny House reverting to OMI. But any term of this section may be modified or waived by agreement between the Occupant and OMI. Payment of the full price of the Tiny House does not remove the conditions of possession set out in this contract, including but not limited to standards of conduct and sanitation, and limits on residents, transfer and location.

ABOUT THIS CONTRACT

Both parties agree that this agreement is the product of arm's-length negotiation on equal terms between the parties, and provides significant benefits to both parties. In entering into this contract, the Occupant recognizes that the Tiny House may not include the amenities associated with a typical dwelling. This document contains the entire contract between the Occupant and OMI. There are no side agreements, and all prior understandings merge into this contract. The Board of Directors reserves the right to supplement the terms and conditions of this contract.

Done this _____ day of _____, 20__, at Madison, Wisconsin.

Occupant 1

Occupant 2

Signature: _____

Print Name: _____

Occupy Madison, Inc.

Signature: _____

Print name and title: _____