



A TINY CONTRACT FOR A TINY HOUSE

This contract is between _____ and Occupy Madison Inc. (OMI), and covers Tiny House #_____. This is not a rental agreement, but a Contract to have one (or more) persons be the Steward(s) for a specific Tiny House.

INTRODUCTION

The above named OMI member has accumulated at least 160 Sweat Equity Hours and agreed to a schedule to accumulate additional hours to reach a total of 500 hours. He or she has met all other requirements for obtaining a Tiny House and is now designated to be a Steward of a Tiny House. This contract grants Stewardship to this specific Tiny House subject to conditions stated below. By signing this contract the Steward agrees, in advance of the house's occupancy, to abide by the rules and expectations stated below. Once the above named OMI member agrees to the terms of this contract and agrees to follow the Community agreement he/she is entitled to remain the Steward of a Tiny House in OM Village for as long as he/she wishes and as long as he/she continues to abide by the terms of this contract and the Community Agreement regardless of his/her employment or economic status.

Continued stewardship of the Tiny House is contingent on this agreement. If there are any violations of this contract or the Community agreement, the violations or concerns will be discussed at the Resident's meeting(s). Whatever violations or concerns that cannot be resolved at those meetings will be brought to the OMI Board of Directors. A decision will be made by the OMI Board as to what action, if any, will be taken, and the Steward agrees that the OMI Board has unilateral authority to continue this Contract with the Steward or to discontinue this Contract.

DEFINITIONS

The "OM Village Community Agreement" (Community Agreement) is a document that has been adopted by the OMI Board of Directors concerning conduct expected of OMI members and Stewards.

"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. OMI is a not-for-profit organization providing charitable services subject to its organizing bylaws.

“Steward” in the context of this contract means the resident of a Tiny House who is subject to conditions set out in this contract, including but not limited to the resident’s actions and behaviors consistent with the Community Agreement, timely fulfillment of sweat equity obligations, and keeping the Tiny House in the location designated by OMI.

The Steward(s) of a Tiny House is(are) also responsible for the care and upkeep of the Tiny House.

“Stewardship” of a Tiny House means the careful responsible management of the Tiny House where the resident(s) of OM Village live(s) on a continuous basis in compliance with the Community Agreement. Failure to meet these conditions may result in stewardship of the Tiny House reverting to OMI. Should a steward’s Tiny House revert to OMI, the person must remove all of their possessions from the Tiny House and leave the Village within the time period designated by the OMI Board.

“Sweat Equity Hours” in this contract means hours contributed towards Stewardship of the Tiny House. Sweat Equity Hours may be earned by work on Tiny Houses, whether intended for the Steward or another Tiny House applicant, or by other work certified by OMI as qualifying for Sweat Equity Hours toward Stewardship of a Tiny House¹. The potential steward(or steward who is working to complete the remainder of the 500-hours) will record his/her sweat equity hours in the manner prescribed by the Board. The OMI secretary will periodically total the sweat equity hours and make this total available to the steward (or potential steward).

“Tiny House” means a structure designed and constructed to specifications approved by OMI, and built principally by volunteer and sweat equity labor as part of OMI’s Tiny House Project. The structure provides overnight shelter and storage space. Each Tiny House will have a unique Tiny House Identification Number.

LOCATION AND RELOCATION

A Tiny House may be placed only in a location designated by OMI. Placing it in another location may result in stewardship of the Tiny House reverting to OMI. OMI owns OM Village located at 304 N. 3rd St. in Madison, Wisconsin, subject to certain mortgage obligations and Planned Development zoning requirements. All Tiny Houses must be located in OM Village or another location designated by OMI.

OMI may purchase or lease additional or other land for Tiny Houses in the future. The Steward understands that if this happens, they may be required to relocate the Tiny House to another location. Any relocation decisions will be made by a consensus of OMI members. If consensus cannot be reached by the General Membership the OMI Board will make the

¹ April 13, 2015 Board decision: equity hours includes meetings of OMI.

decision, and the Steward agrees to comply with the decision of the Board or to move out of the Tiny House.

COMMUNITY

The Tiny Houses are part of a larger project involving community. When the Steward moves into the Tiny House, he or she will be expected to participate in community life and activities. Stewards are expected to regularly attend residents' self-governance meetings. Stewards will, to the maximum extent possible, schedule their activities and coordinate meeting times with other Stewards such that they will be able to attend residents' self-governance meetings. Stewards are expected to develop an equitable sharing of the tasks associated with community life. Stewards are expected to participate in activities that contribute to the self-sufficiency of the OM Village. This is in addition to the Sweat Equity Hours contributed toward gaining Stewardship. Lack of participation in community responsibilities will be discussed and resolved at the Resident's Meeting(s) or brought to the OMI Board if there is no resolution at the Resident's Meeting. A Steward agrees to comply with the determinations of the OMI Board, including removing all belongings and ceasing all uses of the Tiny Home.

CONDUCT

Multiple or egregious incidents involving noise, violence, public intoxication, indecency, or other misconduct will be investigated by OMI, and may cause stewardship of the Tiny House to revert to OMI. Stewards of OM Village are expected to abide by all provisions of the Tiny House Contract and the Community Agreement. If the Board decides to terminate Stewardship and the person refuses to leave, the police will be called and, if necessary, a trespass charge will be made.

PRIVACY

OMI will respect the privacy of a Steward of a Tiny House. However, OMI may provide tours of the OM Village to parties interested in OMI's mission. Stewards may be asked, with no less than 24 hours notice, if visitors accompanied by an OMI member may tour the residential area.

ALTERATIONS and MAINTENANCE

The interior of a Tiny House may be customized to the Steward's preferences. Any change to the exterior of a Steward's Tiny House needs to be submitted to OMI for consideration prior to the change.

OMI will inspect the Tiny House before occupancy, and document any aspect of the Tiny House in need of repair and perform whatever repair is necessary. The Steward is responsible for notifying a Shop Manager of all needed repairs after assuming stewardship of the Tiny House. Any damage (including damage due to negligence or vandalism) caused by the Steward or guest of the Steward to the Tiny House is the responsibility of the Steward. Failure to maintain the Tiny House in good condition may result in loss of Stewardship or other actions determined by the Board.

TRANSFER

The Tiny House may only be transferred by OMI. A Steward has no authority to transfer the Stewardship right to another person. The Steward may return the Tiny House to OMI at any time.

JOINT STEWARDSHIP

With the agreement of OMI, Stewardship may be shared by two people both of whom will have met the requirements to become a Steward. Joint Stewards may be united in marriage, or in a civil union, or according to their mutual agreement. However, the failure by *either* Steward to meet the conduct requirements set out in this contract may result in the reversion of the Tiny House to OMI, despite the conforming conduct of the other Steward.

If one of a pair of Joint Stewards dies, the survivor continues as a Steward.

A Joint Stewardship may be dissolved by agreement between the Joint Stewards. If their relationship should dissolve, the two parties may decide which party shall retain Stewardship subject to agreement by OMI. If the parties cannot agree to the succession, OMI Board will decide the question.

GUESTS OF STEWARDS

No one other than the Steward may live in a Tiny House for a period longer than two weeks without the agreement of OMI. OMI may set reasonable limitations on the duration of a stay of any guest. The Steward is responsible for the conduct of his or her guests. Guests of Stewards must abide by all provisions of the Community Agreement. If the Steward allows a violation of this condition, it may result in the Tiny House reverting to OMI. A steward is liable for the actions of their guests and can, potentially, lose their stewardship of the Tiny House because of those actions. In that case, the Steward's Tiny House would revert to OMI.

COMPLETION OF THE SWEAT-EQUITY OBLIGATION

The above named Occupant has accumulated _____ sweat-equity hours and promises to earn _____ additional hours to reach a total of 500 hours by _____, _____. This obligation is personal and may not be satisfied by money or by hours awarded to anyone else without the express agreement of OMI. Failure to meet this obligation may result in stewardship of the Tiny House reverting to OMI.

PROBATIONARY PERIOD

There is a 6-month probation period beginning on the date that you move into a Tiny House. A specified Board Member will meet with you periodically during this period to exchange information regarding any issues you or the Community may have, and if they are reconcilable. If they are not reconcilable as determined by discussions at Resident's Meeting(s), the Board may void the Tiny house contract of the Steward.

CONTRACT

In entering into this contract, the Steward recognizes that the Tiny House may not include the amenities associated with a typical dwelling. **This contract is neither a rental agreement nor a property sale.** The Board of Directors reserves the right to supplement the terms and conditions of this contract. All decisions of the Board of Directors are subject to the OMI appeals process. The appeals form can be found on the OMI website<occupymadisoninc.com> or in the Documents binder located in the OM Store/office.

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

Steward(s)

Signature: _____
Print Name: _____

Occupy Madison, Inc.

Signature: _____
Print name and title: _____