

CO-OPS

The University Students' Cooperative Association is non-profit housing owned and operated by students. Co-ops are exempt from the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. However, co-ops must obey California rent law. To be assigned to a co-op, members are required to sign a contract.

Period of Residence:

The contract is for the two full consecutive semesters of the USCA year. Contracts accepted for the Spring semester shall be for that semester only. There is no residence charge for the period between semesters or academic breaks.

Residence Charges:

The Board of directors may increase semester residence charges in any amount not to exceed 10 percent of the total semester's residence charges. In addition, the House may charge additional residence charges for workshift hours not performed, utility and decentralization budget overruns, telephone bills paid by the House or the USCA, and other incidental expenses incurred by the member.

Late Payments and Failure to Pay:

A \$20.00 service charge will be assessed for each delinquent payment, with an additional \$40.00 late charge if payment is overdue by over two weeks. In the event that a member fails to pay residence charges when due, the USCA may serve a Notice to Pay, Perform Covenant or Quit, as provided by California law.

Cancellation of Contract:

There are certain times when the member may cancel his/her contract, by written notice, without penalty (check with the co-op office for these dates). In the event that a member wishes to cancel his/her contract before the term is up, s/he is placed on the Replacement List. All reasonable efforts will be made at replacing the member and reducing the member's charges by amounts collected for duplicate charges for the remaining term following his/her quitting. Failure to give written notice by the specified dates results in a liquidated damages fee of \$50.00, in addition to the payments the member is responsible for until a replacement is found.

The following are cases in which the member may **cancel his/her contract without liquidated damages or other penalty**:

- 1) The member is forced to leave due to non-acceptance by the University, withdrawal enforced by the University, or withdrawal due to severe illness.
- 2) The member is involuntarily inducted into military service.
- 3) Unforeseeable absolute economic hardship, family crisis, or circumstances entirely beyond control, as judged by the Administrative Committee.

The following are the **rules that the member must follow**. If the member violates the rules, the USCA has the right to terminate the contract, 15-day notice of pending membership and contract termination will be given. The member has the opportunity to protest the termination not less than 5 days before the effective date of termination.

- 1) The contract is non-transferable and may not be sold, transferred, or assigned.
- 2) Peace and quiet.
- 3) If a vacancy occurs the remaining member(s) agree(s) to accept a new occupant to fill the existing vacancy.
- 4) Member agrees that the use of the premises is exclusively for residential purposes.
- 5) No pets, dangerous materials, or bicycles in the hall.
- 6) No unlawful activities.

For more information and assistance contact

Renters' Legal Assistance	
314 Eshleman Hall	www.RentersAssistance.org
(510) 642-1755	help@RentersAssistance.org

or

University Students' Cooperative Associations	
2424 Ridge Road	(510) 848-1936
Berkeley, CA 94709	FAX: (510) 848-2114