

[Back to: Title 1: Membership](#)

1.08 Release of Contract

1.08.01

To be released from a contract, a member must sign a Request for Release of Membership and Occupancy Rights form. Priority will be given to requests by the date received at the SHC office.

1.08.02

Release will not be valid until a replacement Member has signed a contract, the Member Services Coordinator, the Vice President of Membership, and the House Membership Officer have signed the Release Request. A Member requesting release is financially responsible to the House until replacement is found.

1.08.03

A member who requests release may only be replaced if the House is otherwise full, or the member actively pursued a replacement by her/his own means. In the latter case, this must be decided by a majority House vote if there is any question. The exact vote must be reported to the SHC office before release is valid. Release is effective as of 12:01am of the starting date of the replacement contract.

1.08.04

An open spot as a result of eviction of a member will be filled prior to any and all release forms signed by members. The exception will be if a member signs a release form and finds a replacement for their spot.

1.08.05

Automatic Release: a member may be automatically released from their SHC assessment obligation for any of the following reasons (written documentation required):

1. **a.** Draft: members can be released one month before their induction into the armed forces.

1. **b.** Death.

1. **c.** Death of a parent or guardian: requiring the member to return home to fulfill family obligations.
1. **d.** Medical: conditions which incapacitate the member to the degree that they need extended treatment at least 50 miles outside of East Lansing or as a resident of a medical facility.
1. **e.** Pregnancy: when the child is expected to be born during the contract period.
1. **f.** Loss of residency: If state or federal law strips a member of the right to live in the state of Michigan or the United States of America.

1.08.06

A member, for any reason and at any time during the contract period, may pay three months of Assessment and three months of House Charges (though the amount of House Charges may be amended by majority house vote) in addition to any outstanding balance and their charges for the current month to release their current and future housing contracts with the SHC.

1. **a.** Member shares may be applied to this cost.
1. **b.** Any monies accrued by the member as a result of House audit surplus shall be forfeit.
1. **c.** No additional monies will be charged to the member as a result of House audit deficits.
1. **d.** All monies must be paid in full for the contract to be released and the member must vacate their space within 48 hours.
1. **e.** Member must vacate the property.

1.08.07

A member, for any reason, before their contract with the SHC for tenancy in one of our Houses has begun, may pay three months of Single Assessment in addition to any outstanding balance and charges to release their contract. Member shares may be applied to this cost.

1.08.08

Potential members who, after signing a contract, break that contract up until four weeks before the contract period begins, shall lose their House share, which shall be divided 50/50 between the House and the SHC. This forfeit of the House share will release the potential member from further contractual obligations. If the potential member personally refers an acceptable replacement to the House Membership Officer, he/she will be released from the contract without penalty, and will

be refunded his/her House share.

[title 01]

From:

<https://wiki.spartan.coop/> - SHC Policy Wiki

Permanent link:

https://wiki.spartan.coop/policy_documents/code_of_operations/title_01/01_08?rev=1576085439

Last update: **2019/12/11 09:30**

