**THE CLARIDGE HOUSE COOPERATIVE**

**Temporary Occupancy Agreement**

This Agreement is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ , by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Occupant”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Shareholder”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sublessee”) and The Claridge House Cooperative, Inc. (“Cooperative”).

**Recitals**

**A.** The Shareholder owns shares in the Cooperative and is the lessee under the proprietary lease dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_ (“Proprietary Lease”) for apartment # \_\_\_\_\_\_\_\_\_\_ (“Apartment”) in the Cooperative’s building located at 940 - 950 25th Street, N.W., Washington, D.C. 20037.

**B.** The Sublessee currently has the right to occupy the Apartment under a sublease with the Shareholder, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_ (“Sublease”).

**C.** The Occupant wishes to reside in the Apartment temporarily while the Sublessee is temporarily residing elsewhere.

**D.** The Cooperative, the Shareholder, the Sublessee are willing to permit such temporary occupancy, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

**1.** During the term of this Agreement, the Occupant shall have a temporary, revocable license for occupancy of the Apartment under the terms and conditions of this Agreement, and this Agreement shall under no circumstances be construed as a lease or a sublease or as creating any leasehold or other possessory interest in the Apartment or in any real property. This Agreement shall not be construed as creating a landlord-tenant relationship between the Occupant and the other parties, or any of them, and the Occupant shall have no rights as a tenant under any law relating to landlords and tenants. The Cooperative, the Shareholder and the Sublessee each independently shall have the right to revoke the license hereby granted and to terminate the Occupant’s right of use and occupancy hereunder at any time in their sole discretion.

**2.** The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and shall end not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , at which time this Agreement, and all occupancy rights hereunder, shall terminate automatically, and the Occupant shall vacate the Apartment immediately. In no event shall the Occupant’s period of occupancy of the Apartment exceed the term of this Agreement without the prior written approval of the Sublessee, the Shareholder and the Cooperative’s Board of Directors. Upon termination of this Agreement, the Sublessee shall resume occupancy of the Apartment, in accordance with the terms and conditions of the Sublease.

**3.** The Occupant shall pay to the Sublessee an occupancy charge in the amount of \_\_\_\_\_\_\_\_\_\_\_\_ for each month of occupancy under this Agreement. If the period of occupancy includes a partial month, the Occupant shall pay 1/30th of the foregoing charge for each day of occupancy during such partial month. Payment for the initial month, or partial month, of occupancy shall be made at the time this Agreement is signed, and payment for any and all subsequent months of occupancy shall be due and payable to the Sublessee on the first day of the applicable month.

**4.** In the occupancy and use of the Apartment, the Occupant shall comply fully with this Agreement, and with all applicable provisions of the Sublease, the Proprietary Lease, and the Cooperative’s Bylaws and House Rules, as well as all applicable laws and public regulations, all of which are incorporated herein by reference.

**5.** The Occupant shall properly maintain the Apartment in clean, safe and sanitary condition. The Occupant shall have no right to make any alterations or modifications to the Apartment. Not later than 30 days after written demand, the Occupant shall pay any and all costs incurred by any of the other parties to this Agreement for any repairs, extraordinary maintenance or extraordinary cleaning necessitated by the acts or omissions of the Occupant, or of the Occupant’s household members, licensees, invitees or guests, or by the Occupant’s failure to properly maintain the Apartment. The Occupant, the Sublessee and the Shareholder, jointly and severally, shall be liable for reimbursement of any damages or costs, including without limitation any administrative and legal expenses, incurred by the Cooperative in connection with the Occupant’s failure to comply with this Agreement or otherwise in connection with the acts or omissions of the Occupant, or of the Occupant’s household members, licensees, invitees or guests.

**6.** The Occupant shall use the Apartment solely as a private residence for himself/herself and for such additional persons as may be approved in advance, in writing, by the Cooperative.

**7.** The Occupant’s rights under this Agreement shall not be assignable, and any purported assignment shall be null and void.

**8.** If the Occupant fails to vacate the Apartment when required under the terms of this Agreement, the parties agree that the Occupant shall be a trespasser, and the Cooperative, the Shareholder and the Sublessee each independently shall have the right without further notice or notice to quit, any such notice being hereby expressly waived, to re-enter the Apartment and take possession thereof, or to obtain possession of the Apartment by applicable legal process. Nothing in this Agreement shall be construed to imply that the Occupant is entitled to any notice to quit or other similar notice.

**9.** The Sublessee shall remain liable for the performance of all of the Sublessee’s obligations under the Sublease, including without limitation payment of all amounts owed to the Shareholder, for the full term of this Agreement and of the Sublease, and the Shareholder shall remain liable for the performance of all of the Shareholder’s obligations under the Proprietary Lease, including without limitation payment of all ongoing Operating Payments and other amounts owed to the Cooperative, for the full term of this Agreement and of the Proprietary Lease.

**10.** During the term of this Agreement, and for such additional months, if any, during which the Occupant resides in the Apartment, the Sublessee shall pay to the Shareholder a monthly charge in the amount of $\_\_\_\_\_\_\_\_ , in addition to all amounts owed by the Sublessee under the Sublease.

**11.** The Shareholder, the Sublessee and the Cooperative, and its shareholders, directors, officers, agents, employees and assigns, shall not be responsible for loss of, or damage to, any of the Occupant’s personal property in connection with the Occupant’s use and occupancy of the Apartment, in connection with the Occupant’s use of the common areas of the building, or in connection with removal of the Occupant’s personal property upon termination of this Agreement.

**12.** The Occupant, the Sublessee and the Shareholder, jointly and severally, hereby release, and agree to indemnify and hold harmless, the Cooperative, its shareholders, directors, officers, agents, employees and assigns from and against any and all claims, damages, injuries, demands or causes of action, including costs and attorney’s fees, arising out of this Agreement or of the Occupant’s use and occupancy of the Apartment.

**13.** This Agreement shall be construed under the laws of the District of Columbia without regard to conflict of laws principles. Any legal action in connection with this Agreement or in connection with the use and occupancy of the Apartment by the Occupant shall be brought in the Superior Court of the District of Columbia.

**14.** Any notices required or permitted under this Agreement shall be hand delivered, delivered by a recognized overnight courier service or mailed by first class U.S. Mail, to the Occupant at the Apartment, to the Sublessee at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

to the Shareholder at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

and to the Cooperative at the following address:

The Claridge House Cooperative Inc. Management Office

950 25th Street, NW

Washington, DC 20037.

**15.** This Agreement shall constitute the entire agreement between the parties hereto and shall bind and inure to the benefit to the parties and their respective heirs, successors and assigns. No amendment or modification of this Agreement shall be valid or enforceable unless set forth in a written document signed by all of the parties.

**16.** The exchange of copies of this Agreement and of all parties’ signatures by electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in place of an original, manually signed copy of this Agreement for all purposes. The parties agree that electronic signatures of the parties recognized as valid under applicable law shall have the same force and effect as manual signatures.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

**THE CLARIDGE HOUSE COOPERATIVE, INC.**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager Date

**OCCUPANT SUBLESSEE**

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**SHAREHOLDER**

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