

Chamberlin House Space Usage Charge Agreement

1. **COVENANT:** Between the Huntington Chapel, hereinafter designated 'Property Owner', and the Williams family inclusive of Gejuan Williams, Naomi Williams, Brittini-Belle Williams, Mercy Williams, and Obed Williams, hereinafter designated 'Occupant' or 'Occupants', acknowledges and accepts that the Property Owner charges for the use of Bedroom #1, Bedroom #2, Bedroom #3, 2nd floor Bathroom, Laundry Room, and common usage of the Living Room, and Kitchen in the Chamberlin house at 177 Ripton Road, in the city of Shelton, CT 06484 upon the following terms and conditions:
2. **TERM:** Month to month charge
3. **CHARGE FOR USAGE:** Occupant agrees to pay for the above identified spaces, excluding any personal use of the Chamberlin House Conference Room and offices, the Cottage, and Sanctuary Building. The Charge for said usage will be **\$1,550** per month payable on the first day of each month, except as identified for the initial payment identified below. The payment shall be made to the Property Owner in advance of each months occupancy or at such other time as may be designated or agreed to by the Property Owner.

\$1,500 will go towards the current monthly occupancy charge and the remaining **\$50** will go towards outstanding back payments.

This agreement and the first/initial charge and payment for space usage will start on **Monday February 5, 2024**. This first charge shall be **\$1,343**, which provides a onetime prorated **\$207** savings, due to the official move in date being **February 5, 2024**, as opposed to a **February 1, 2024**, occupancy start date. All month to month charges, after **February 5, 2024**, shall be the **\$1,550** charge.

This occupancy charge and usage is for the Williams immediate family, as identified in the Covenant item 1 section above, only and does not allow any re-assignment or sublease usage.

4. **LATE AND ADDITIONAL CHARGES:** In the event the month to month charge is not paid within a five day grace period after each due date the Occupant agrees to pay cumulative late fees of **\$50** for each consecutive five day late period.

If the Occupant is unable to pay the full month's charge within a five day grace period starting the 1st day of each month, the Occupant agrees to attend the next scheduled property and finance meeting for a non-payment review and discussion.

The Occupant also agrees to pay **\$35** for each dishonored bank check collectible immediately upon notification.

The Occupant agrees that any remaining unpaid balances owed to the Property Owner, currently **\$9,750** as of **December 2023**, shall remain collectible during their Chamberlin House occupancy as well as after any willful or terminated occupancy departure.

5. **EXTENDED PROPERTY ABSENCE:** Property/space absence must be communicated to the Property Owner by the Occupant if said absence will be for more than 14 consecutive days.

6. **UTILITIES:** Property Owner will provide the full use of the utilities identified by an “X” below as part of the monthly charge.

- (X) Cold & Hot Water
- (X) Electricity
- (X) Heat
- (X) Air Conditioning

The Occupant will be diligent to not abuse this privilege and agrees to be conservative in the use of all utilities including the following:

- Heat should be set at 68 degrees and not exceed 70 degrees.
- Air Conditioning (AC) should be set to no less than 75 degrees in the summer.
- Use of electric heaters and portable/window AC units are prohibited.

Phone and internet are not provided; thus, the provision of these services is to be supplied and managed by the Occupant. Huntington Chapel office internet service and Wi-Fi are not permitted for use by the Occupant.

7. **CHAMBERLIN HOUSE RESIDENCE - DOOR USAGE:** Occupant agrees to use the Chamberlin House kitchen sidewalk door as the residences main entry/exit point. The office area entry/exit doors are designated for church events, ministry, and service/maintenance use. The stairwell door between residence and conference/multi-purpose room hall area is to be considered an emergency egress door and residence service entry/exit point only.

Occupant agrees to lock all exterior doors the Occupant uses when exiting the building to leave the grounds.

Occupant understands that the ladder from grade, at the front patio area, to 2nd floor deck platform is intended for emergency egress purposes only and agrees to leave the 2nd floor door to the egress only platform locked and to not use it as an entrance or normal exit at any time other than an emergency egress situation. An exceptions may be made in the case its use is needed for getting objects up to the second story which cannot fit or navigate through the other residence 2nd floor access location(s).

8. **MAINTENANCE, REPAIR, AND DAMAGE:** Property Owner is responsible for the repair of any heating, plumbing, septic, or electrical system so long as the repair is not required by an Occupant’s negligent act.

Occupant agrees to pay for any modifications or improvements to the space being occupied if first approved in writing by the Property Owners Property and Finance Team.

Property Owner will be responsible for all lawn and shrub maintenance, leaf cleanup, and snow removal from the parking lot. The Occupant understands that no promises have been made regarding the timing of snow removal. If snow removal is required at an earlier time the Occupant agrees to be financially responsible for any price adjustment required to meet that need.

The Occupant is responsible for keeping the walkway to their space clean and shoveled during times of snow and/or ice accumulation.

The Occupant shall take responsibility for any property damage due to their or a hosted visitors neglect including generally expected living space maintenance. The Occupant agrees to pay the total cost of any repairs needed whether due to malicious intent or by accident within 1 month. Occupant understands that the property and finance team will be responsible to assess the cost of any required repairs needed including supplies, labor, and services for said incidents and/or accidents.

The Occupant agrees that they have examined the property and the space to be occupied and is satisfied with its physical condition. The Occupant agrees to keep the property clean and in good condition, except for areas of normal wear due to reasonable use.

Additionally, the Occupant agrees to the following:

- To maintain this home space as a “non-smoking” residence.
- That they are responsible for all Chamberlin House living space Heat/AC unit remote controls. The Occupant agrees that should a Heat/AC unit remote control be lost or broken; they will be responsible for the cost of the units replacement ordered by the property Owner.
- To not clutter the rooms, tables, counter tops, and hallways.
- They will get the Property Owner’s written consent to alter or improve the property space in any way including but not limited to the replacement of doorknobs, locks, keys, and window dressing hanging hardware.
- To report any needed repairs (i.e., leaks, hinges, doors, windows, electrical, and structural items) to the acting Property Owner representative in a timely manner in order to prevent the need for even greater repairs.
- The Property Owner is not liable for any personal injury caused by the Occupant, or their guests negligence or improper conduct and they will be responsible for any fees resulting from said negligence and improper conduct.
- The Property Owner has made no promise to repair or improve the property beyond the **February 5, 2024**, occupancy start date.

9. **APPLIANCES:** Property Owner will provide for the initial usage of the appliances marked with an “X” below. If said appliances break and/or need maintenance the Occupant shall determine whether they would like to pay for service or leave the appliance(s) in a non-functional condition. No requirement of maintenance or replacement is put upon the Occupant, nor upon the Huntington Chapel.

- (X) Washing Machine
- (X) Dryer
- (X) Microwave
- (X) Stove
- (X) Refrigerator

10. **SERVICE AND INSPECTIONS:** Occupant agrees to comply with regularly scheduled Property Owner inspections of the occupied rooms/space and will permit access for any required service including but not limited to heat/AC unit filters, duct work, and any other maintenance services required. The Property Owner will make every effort to either pre-schedule and/or coordinate service times with

the Occupant but may enter the Occupied space under emergency conditions.

11. **SOUND SENSITIVITY:** Occupant shall be sensitive to meetings and events taking place in the chapel offices and conference/multi-purpose room by keeping all audible volume levels to a minimum during these times.
12. **OCCUPANCY USE CHARGE TERMINATION:** Property Owner may end/terminate this agreement if the Occupant at any time does not abide by the terms of this Agreement. Upon Property Owner termination of the Occupant Agreement the Property Owner may choose to take possession of the space after giving the Occupant a maximum 2 month time limit to leave the property.

Upon payment default or Agreement Termination the Occupant is required to pay all outstanding charges in accordance with this Agreement.

Additionally, the Occupant must pay for any incurred damages related to re-entering, re-letting, cleaning, and/or repairing the occupied space by the Property Owner.

13. **PERSONAL PROPERTY LIABILITY:** Occupant agrees to be fully liable for their own personal property and will make no request for reimbursement from the Property Owner for any property that is destroyed or stolen for any reason. Occupant understands that the purchase of renter's insurance is **highly** recommended to protect the Occupant's personal property.
14. **HUNTINGTON CHAPEL PROPERTY USAGE:** Occupant understands that the Huntington Chapel at 177 Ripton Road in Shelton CT. is a church first and a residence second, therefore, the Occupant agrees to the following:
 - The drinking of alcoholic beverages by the Occupant, their guests, and visitors is limited to the interior of their Chamberlin house living space.
 - The need for Occupant flexibility at times for the common usage of the kitchen, living room, and attic storage spaces for church/ministries.
 - That occasions may arise where access to the Chamberlin House building may be needed for church/ministry exterior a/v equipment, water, electric outlets, etc. use. Any common area use by the church/ministries will be coordinated with the Occupant a week or more in advance.
 - The front of the Chamberlin House building may be lit up at times for various reasons including holidays for decoration, signage, and the like.
 - That they will leave all Huntington Chapel site outside items and areas clean and clear of personnel objects including chairs, tables, grills, bikes, toys, etc. unless otherwise stated in this Agreement and/or agreed to in writing by the Property Owner. Personnel objects/property are expected to be stored within the Occupants living space or Property Owner approved areas.
 - That additional storage space may or may not be available at any given time for undetermined amounts of time.
 - The 2 Chamberlin House attic areas are reserved for church and ministry use unless approved by the Property Owner in writing and are kept neatly in a specified area and of a specified not to exceed size condition.

Huntington Chapel Residence Use

- That they are responsible for ensuring their children understand and comply with the same site expectations for cleanliness and storage requirements.
- The Chamberlin House front patio may be used for family outdoor entertainment, quality time, barbecue's, and the like, however, church ministries have the first right of usage.
- That all Chamberlin House fireplaces are not to be used for any reason.
- Pets are not allowed except for short property visits unless approved in writing by the Property Owner.
- Signs or projections are not allowed to be displayed in or outside of property windows and exteriors without the Property Owner's written consent.

15. **VEHICLE PARKING:** Occupant agrees that only one car is permitted to park in the upper lot, limited to the right side of the telephone pole at a time **except for Sundays from 9:00am – 2:00pm** when it will be expected to move said vehicle to the lower parking lot.

All other cars, including guest and visitor vehicles, must park in the lower parking lot except when the upper parking lot is used for up to 10 minute loading and unloading purposes.

16. **HUNTINGTON CHAPEL CHURCH SUPPLIES:** Occupant agrees to purchase their own household supplies including but not limited to:

- light bulbs, toilet paper, paper towels, napkins, towels, silverware, cups, cleaning supplies, garbage bags, condiments, etc. and agrees to not use the church/ministry supplies.
- The Property Owner will supply smoke alarm batteries upon request; however, it shall be the Occupants responsibility for the routine operational checking of, and the physical replacement of, said smoke alarm batteries.
- The Property Owner will supply Heat/AC unit remote control batteries upon request; however, it shall be the Occupants responsibility for the routine operational checking of and the physical replacement of said Heat/AC unit remote control batteries.

17. **GUESTS AND VISITORS:** Occupant acknowledges and agrees to the following Huntington Chapel grounds, building, and residence guest and/or visitor use:

- Any Occupant guests or visitors that are planning an extended visit, more than two nights, need to inform the Property Owner of the intended duration of stay and purpose of visit. The Property Owner reserves the right to deny said extended visits at any time based upon Occupants, guests, and/or visitors response and actions.
- Occupant parties, (dinner, holiday, birthday, anniversary, etc.), are allowed inside the residence and/or on the kitchen patio as long as the items in this Agreement are adhered to and the said party/get together does not exceed 5 persons in addition to the Occupants recognized in-residence family members. Additional guests/visitors beyond 5 may be allowed with Property Owner written authorization.

18. **GARBAGE AND RECYCLING:** Occupant is responsible for their household waste disposal and recycling through participation in the town of Shelton's [Waste Disposal & Recycling](#) program not through the use of the Huntington Chapel dumpster service. At no time should garbage be left outside

of the Town of Shelton garbage/recycling containers

Residence Trash, brown bin, is collected weekly and the Recycling, blue bin, is collected every other week early on **Wednesday mornings**. It is recommended that the bins are brought to the end of the driveway near the roadside curb on Tuesday evenings.

The first official garbage, brown bin, pickup day will be on **Wednesday February 7, 2024** and the following **Wednesday February 14, 2024**, will be the next garbage pickup along with the recycling, blue bin. This pattern will continue every week except on Holidays and severe weather conditions. For more information on altered pickup schedules due to holiday and weather related conditions it can be found on this [Shelton waste collection website schedule document link](#). Resident garbage drop off is also available at the Shelton transfer station.

Excerpt from the town of Shelton Waste Disposal and Recycling website:

The BLUE one is for recycling; the BROWN one is for trash. Trash and recycling will only be collected in the approved containers provided. Do NOT put your name on the carts. The carts have been assigned to your address, NOT to you. You may put your address below the handle.

The initial carts are being provided to you at no cost to improve the quality of your collection service by: Keeping papers, odors, refuse, etc., in the cart.... the elements and animals out. Improving your community's appearance' and by providing a quiet, easy to handle container to store and move refuse. Offering a safe, convenient, and effective way to handle household waste

PLACING YOUR CARTS FOR COLLECTION

Make sure the lid is closed. Then grab the handle and use the convenient "tilt and go" design feature (between the wheels at the rear of the cart) and tilt the cart back slightly. Now, safely and easily push or pull the cart. The cart is designed to withstand dragging, however, for easy use, tilt and roll. Don't forget always close the lid before moving, and on inclines pull the cart uphill and push the cart downhill. Put carts out by midnight prior to your specified day and place it with the arrow facing the street (or pick-up point) and the handle side facing your house (or away from the collection point). Containers may be placed for collection in the evening preceding the day on which collections will be made, however no earlier than 6:00 p.m. or dusk, whichever is earlier. Always keep the lid closed. This will keep animals, rain, snow, and ice out, refuse and odors in the cart. Do not place your carts within three (3) ft. of each other or any other obstructions such as mailboxes, utility poles, fire hydrants, and parked cars or under trees.

If Cart is over filled or not accessible by the truck, your cart will not be collected.

AFTER COLLECTION– Do not leave your cart at the curb or street. To help maintain the appearance of your neighborhood, remove your cart as soon after collection as possible. Carts must be removed no later than 16 hours after collections have been made. Your new cart is designed to be stored in your garage or other convenient location next to your home. Take care to not store your cart close to a furnace, fireplace, grill, or other source of excessive heat.

- 19. MINISTRY SERVICE EXPECTATIONS:** Occupant agrees to fulfill the ministry requirement of the house by participating in a minimum of 8 hours of Huntington Chapel ministry per month and understands that a time sheet record and/or a follow up meeting may be required by church leadership to verify that these expectations are fulfilled.

Ministry service special circumstance

For each sermon given at a Huntington Chapel Sunday Service the Occupant, Gejuan Williams, will be compensated by applying **\$250** towards the payment of outstanding fees owed to the

Property Owner. At a time when all outstanding fees are paid this compensation arrangement will be re-evaluated.

20. **GOVERNMENTAL LAWS AND REGULATIONS:** Occupant must comply with all local and federal authorities laws, orders, rules, and requests and will comply with any insurance company which has issued or is about to issue insurance policies covering the property and its contents.

Occupant will not keep anything on the property which is dangerous, flammable, explosive, or which might increase the danger of fire or another hazard.

Occupant will pay for any fines or penalties which may arise, to the Property Owner, because of Occupant and/or visitor and/or guest others who stay or visit with the Occupant.

21. **OCCUPANCY REEVALUATION:** This Chamberlin House Space Usage Charge Agreement will be reevaluated and renegotiated on a semi-annual basis which may factor in new and/or updated expenses, such as heating and electric costs, the condition of the property, compliance with this agreement, and any other relevant factors.

As part of the transition from the Chapel property Cottage to the Chamberlin House there is some required clean up, situational awareness requests, and service verification needed. Under cover of this User Agreement is **Appendix-A** which needs to be reviewed and completed as part of this user agreements processing for approval.

This written Agreement contains all promises made by the Property Owner and can only be changed by a new and/or updated written Agreement that is signed by both the Occupant and the Property Owner.

Signed and agreed to on this day:

Occupants

_____|_____
Gejuan Williams | Date

_____|_____
Naomi Williams | Date

Designated Property Owner Representative

_____|_____
Robert Reinisch | Date

AGREEMENT APPENDIX-A

This appendix is a part of the Huntington Chapel Chamberlin House Williams family Usage Agreement. The check list needs to be reviewed and verified as complete by the Occupant, the Williams family, and a Property Owner representative.

In order for the user agreement to remain valid all of the items in this Appendix-A check list must be checked off, , by Occupant and verified to be accurate by the representative by providing their initials in the space after each check box, ____.

WILLIAMS TRANSITION AGREEMENT CHECKLIST:

- ____ Removal of all personal items from the Cottage, including the porch, by moving them to the Chamberlin House, storage, or the dumpster before the end of February 2024.
- ____ Cottage is to be left broom clean/swept with all garbage thrown out before the end of February 2024.
- ____ All exterior personal items including bikes, toys, grills, etc. are to be collected/cleaned up and properly stored or disposed of before the end of February 2024.
- ____ Chamberlin House residence space agreement document has been signed.
- ____ The signed Agreement has been reviewed and acknowledged by all Williams family resident members.
- ____ The Chamberlin House residence initial pro-rated charge has been paid.
- ____ The Brown garbage and Blue recycling bins have been relocated to an area near the Chamberlin House exterior laundry room wall.
- ____ The Cottage internet service has been relocated to Chamberlin House or removed.
- ____ The Williams/Gejuan has met with the P&F Committee to discuss the Agreement and any expectations by either party.

We, Occupant, and Property Owner Representative, confirm that the above checked and initialed items have been verified and are complete to the best of our knowledge.

Gejuan Williams Signature | _____
Date

Representative Name Printed | _____ | _____
Name Signed Date