

**PLEASE COMPLETE APPLICATION ON BACK**

**APPLICATION FOR OFF CAMPUS ASSOCIATION, LLC MEMBERSHIP**

I, \_\_\_\_\_, apply for membership in the Off Campus Association, hereinafter referred to as the OCA.

**(PLEASE PRINT)**

I agree to pay the non-refundable membership fee of \$75.00 for the period beginning on the date of approval and terminating on the 5<sup>th</sup> day of August, 200\_\_\_\_\_.

I, the undersigned apply for membership in OCA, and do hereby agree to the terms and conditions of membership which may now or in the near future exist. I acknowledge that if my application is not approved, that OCA will refund my application fee, less a \$20.00 non-refundable processing fee. I hereby grant to OCA permission to obtain a credit report and/or to check any credit references they may choose in processing my application. OCA may approve or decline my membership in their sole and exclusive judgment.

I acknowledge that OCA is not a provider of services other than as provided for herein and shall not be liable for any damages or injury which might occur as a consequence of OCA's guarantee of utility deposits and/or for damages or injury for services provided by others.

Off Campus Association (OCA) is owned by Off Campus Association, LLC, an Alabama Limited Liability Company.

**(Sign Full Name):** \_\_\_\_\_

I understand that only if my application is approved by the OFF CAMPUS ASSOCIATION will I become a member. I also understand that as a member I will be entitled to certain services but likewise obligated to certain responsibilities which are set forth within the contract for services stated below.

The following information is required for application approval:

Name: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

S.S.#: \_\_\_\_\_ Yr./Major: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Service Address: (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) AL (Zip) \_\_\_\_\_

Email Address: \_\_\_\_\_

Parents Name: \_\_\_\_\_ Parents Telephone: \_\_\_\_\_

Parents Mailing Address: \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

U.S. CITIZEN:     Yes         No

If the applicant is not a U.S. Citizen, then the OCA reserves the right to require additional information and documents for membership.

(Check the following utility services requested.):

TELEPHONE                       ELECTRICITY                       GAS                       CABLE

Roommate: \_\_\_\_\_ Roommate SSN: \_\_\_\_\_

Roommate: \_\_\_\_\_ Roommate SSN: \_\_\_\_\_

The undersigned applicant certifies that there are five (5) or less individuals living at the service address. If more than five (5) individuals are living at the service address, the OCA reserves the right to decline membership.

Applicant has applied for associate membership on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Sign Full Name):** \_\_\_\_\_

Applicants Signature

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Approved:         Yes         No

Signed: \_\_\_\_\_

As Managing Member of OCA

Date: \_\_\_\_\_

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**CONTRACT FOR SERVICES**

For and in consideration of \_\_\_\_\_ qualifying as a

**(PLEASE PRINT FULL NAME)**

member of OFF CAMPUS ASSOCIATION hereinafter referred to as the OCA, accepting the above named for membership, it is hereby agreed and understood as follows:

By virtue of your membership in the OCA, your deposit as normally requested by various utilities will hereby be waived at the discretion of the individual utility. The utility will not waive and OCA will not be responsible for any additional penalty deposits assessed based on non-payment of utility bills resulting in termination of services. In the event your deposit is waived and your bill with that utility becomes delinquent, then OCA will be called upon to pay that delinquent bill up to the amount of the regular deposit charged by that service provider. In that event, you do hereby expressly authorize OCA to pay any and all utility bills that are in your name, with certain limits, and have become delinquent for any reason, and furthermore, you expressly agree to reimburse, indemnify and hold OCA harmless for any and all bills paid by OCA on your behalf. You understand that your reimbursement is due within 10 days after notice of delinquency is given to you by the OCA.

It is further understood and agreed as follows:

- (a) That you are fully responsible for the payment of any bill that the OCA pays in your behalf by virtue of your membership, no matter who was using the utility service so long as it is registered in your name. In the event that OCA pays your utility bill due to your neglect or default, then in addition to all other charges, you agree to pay to OCA twenty-nine dollars (\$29.00) as a service charge.
- (b) The undersigned accepts the fee charged as a lawful debt and promises to pay said fee including the cost of collection, attorney fees, and court costs if such be necessary, waiving now and forever the right to claim exemption under the constitution and laws of the State of Alabama and any other state. The collection agency OCA uses charges 33.33% of total due. Total due equals amount utility company charged OCA, OCA's \$29.00 fee and 33.33% of total due.
- (c) That if at any time during your membership you change your address, you will notify OCA of that change within two (2) weeks.
- (d) That you direct OCA to act as your agent and to pay any delinquent utility bill that is in your name and whereby your deposit has been waived by virtue of your membership in OCA. You also agree to reimburse, in full, OCA for delinquent utility bills paid on your behalf irrespective of the fact that you have disagreement with the particular utility involved as to their calculation of your bill.
- (e) That you understand that your membership in OCA will be voided automatically as to all utilities and without refund of your dues if OCA has to pay any bill on your behalf.
- (f) That you understand that the waiver of your utility deposits is conditional upon acceptance of the individual utilities. If all the utility companies in which you solicit service fail to honor your OCA membership, then OCA will reimburse your membership dues in the event you bring this to the attention of OCA within two (2) weeks after all utilities have failed to honor your membership.
- (g) Should OCA have to act as your agent and to pay any delinquent utility bill that has been incurred in your name, then upon having received notice, OCA is entitled to reimbursement as per your membership responsibility. After request, within the time period stated above, if no reimbursement is received by OCA, then said OCA will litigate its rights in a court of proper jurisdiction and if OCA is successful in its litigation, you do hereby agree to pay all court costs and a reasonable attorney's fee for OCA. Also, in the event that suit is filed or any court proceedings are instituted to enforce any of the provisions of this contract it is agreed by all contracting parties hereto that it shall be brought in the appropriate court of Lee County, Alabama; and it is further agreed that all said parties to this contract will accept service in any such suits by certified mail, regardless of where said party or parties may be when action is brought.
- (h) The OCA contract cannot be assigned or transferred to any other person.
- (i) Applicant acknowledges that its membership in OCA is a non-voting membership and carries no right of ownership in either OCA or Off Campus Association, LLC.

You understand that your membership will expire on the 5<sup>th</sup> day of August, 200\_\_\_\_\_.

**YOU HAVE FULLY READ THE TERMS OF THIS AGREEMENT AND YOU UNDERSTAND YOUR RESPONSIBILITIES TO AND YOUR BENEFITS DERIVED BY VIRTURE OF YOUR MEMBERSHIP IN THE OFF CAMPUS ASSOCIATION.**

Having FULLY READ and understanding the application for membership and the contract for services, I hereby accept fully the responsibilities and benefits as set forth in this agreement.

DATE: \_\_\_\_\_

(Sign Full Name): \_\_\_\_\_

Applicant's Signature

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Accepted by Off Campus Association

SIGNED: \_\_\_\_\_

As authorized agent for OCA

DATE: \_\_\_\_\_