



AURA-O HOUSING POLICY

AURA-O
Colina El Pino s/n
Casilla 603
La Serena, Chile
Tel: (56)(51) 204213
<http://www.aura-o.aura-astronomy.org>
AURA-O Housing Policy

THE AURA OBSERVATORY HOUSING POLICY

The AURA Observatory in Chile (AURA-O) has implemented a Housing Policy in order to clarify responsibilities regarding the use of AURA houses, land and furnishing. Renters will be informed of any policy changes at least 60 days prior to their being implemented.

AURA-O has determined that it is in the best interest of the Organization to construct, maintain and furnish living quarters within the La Serena Campus for its regular, full-time AURA-O Expatriates. Subject to availability, housing may sometimes be made available to AURA-O Expatriates who choose to become permanent residents of Chile.

AURA-O currently maintains in the La Serena Campus a 9-unit dormitory, 28 houses, and two bachelor apartments (Casa #15A-15B). Most houses are conveniently equipped with basic (used) furniture, home appliances, curtains and carpeting. The apartments do not have freezers, washers or driers, but their occupants share the facilities of a common Laundry Building.

Management of these rental units is done in a way that is as close as possible to the practice used for commercial rentals in Chile and the U.S.

Assignment of Housing:

The assignment of housing shall be the sole prerogative of the Director/AURA-O. In general, available housing shall be assigned in the following order of priorities, top priority first:

- regular, full-time, resident AURA-O Expatriates.
- visiting astronomers, physicists or engineers on medium-term research/consulting agreements of (1) to (12) months;
- Chilean staff members upon repatriation or in exceptional cases, at the discretion of the AURA-O Director.

In line with the above priorities, it shall be the policy of AURA-O to keep its housing as fully occupied as possible, not only to ensure rental income on its investment in the housing, but because occupied housing is usually better maintained and offers less threat of vandalism and insect/rodent infestation than does unoccupied housing.

Rent

A contract is required for the rental of all AURA-O housing. The rental payment for the Premises will be discounted from the Renter's Personal Account and payable in CLP at AOSS Accounting's Treasury Office in cash or personal check within 5 days of having received the monthly Personal Account Statement Invoice from AOSS. Programs covering rent for short-term visitors shall be charged to the account they have provided in advance. This charge shall be included, along with utilities and other charges, in the Program's monthly invoice. The rent shall be incremented each year by the yearly IPC (Consumer Price Index) rate. AURA reserves the right to give 60 days advance notice of its intention to adjust the monthly rental for any other reason.

All categories of occupants mentioned in the paragraph above shall pay rent for the housing occupied, either as a personal expense or via the special sponsorship of the corresponding host AURA-O Program.

Utilities and Other Charges

The Resident (other than those Residents specifically subsidized by Programs) will be responsible for payment of the following utilities and other charges which are not included as part of the rent.

- Gas (metered on a monthly basis);
- Electricity (metered on a monthly basis);
- Water (metered on a monthly basis);
- Telephone;
- Cable and/or satellite television;
- Maintenance charges for services requested beyond those described as standard maintenance in this AURA Housing Policy;

Gas, electricity and water consumption will be metered on a monthly basis and charged to the Renter's Personal Account together with the rent. Utilities will be payable, by means of cash or a check in CLP, at the Treasury Office within 5 days of having received the monthly Personal Account Statement Invoice (PASI) from AOSS. The PASI will be placed each month in each house's web billing area. The Renter will be able to access the basic services consumption record on his/her personal resident site in this AOSS website. This invoice will provide the cubic meters of gas and water and Kw/h of electricity consumed during the month. All basic services will include the unitary cost of water, gas and electricity.

Security Deposit

In addition to the first month's rent, a Security Deposit - equal in value to that first month's rent - will be paid by the Renter upon signing the contract. This deposit will accrue the yearly (calendar year) IPC index rate so that the Security Deposit sum will be incremented by that amount, which will be applied to the Resident's personal account once per year. Upon termination of the contract, if the Resident has vacated and returned the Premises to the Landlord in the state it was received upon entering the contract, with the exception of normal wear and tear, the Security Deposit (as incremented from its initial value by the yearly IPCs) will be returned in full to the Resident immediately upon receipt of the keys to the vacated property. The cost of repairing damage to the premises in excess of the security deposit that has been determined by the Housing Committee to be the direct result of the tenant's negligence shall be the responsibility of the tenant.

Inspections

The state of the premises will be determined by a walk-through inspection by the Resident and a representative of the Landlord upon entering and exiting the contract. The inspection will include a detailed inventory and checklist provided by the Landlord specifying the state of the premises, furniture and appliances. Both the Resident and the Landlord will keep copies of the inspection document for the duration of the contract. Upon 60 days notice of vacating the Premises, the Resident will schedule an exit inspection, during which the Landlord and Resident will agree upon what reasonable

measures, if any, must be taken by the Resident to return the Premises to the state in which they were given, excepting normal wear and tear.

Privacy

The Landlord hereby reserves the right to enter the Premises during reasonable hours, observing the normal practicable courtesies. The Landlord will obtain approval (with at least 24 hours prior notice) from the Resident to enter the Premises, with the exception of extreme circumstances.

Equipment

The House is equipped with (used) furnishings and appliances as noted on an inventory list. In the contract, the Resident shall acknowledge receipt of the Premises in reasonable operative condition, (i.e. with recently painted interior and exterior walls, clean flooring and drapes, and clean and properly functioning appliances) and will agree to use and maintain the Premises in such a manner that upon expiration of this Agreement, the Premises will be returned to AURA, Inc. in reasonable condition with the exception of normal wear and tear. The Resident agrees that the Premises and Furnishings are intended solely for use as a private residence.

Temporary housing equipment

AURA-O will provide (used) kitchen utensils, linen, towels, flatware, glasses and dishes (and if available, a television set) as temporary equipment to help the Renter and his/her family until their shipment arrives. The renter should return these items when or before two months have elapsed since entering the contract, otherwise the items will be charged to his/her third monthly rental fee.

Maintenance and Care of Furnishings

The Resident agrees to use and maintain the furnishings in such a manner that, upon termination of the Agreement, the furnishings will be returned to AURA, Inc. in a reasonable condition, with the exception of normal wear and tear.

The Landlord agrees to maintain the Furnishings and Appliances in reasonable operating condition. Emergency repairs required to prevent damage from flooding, prevent injury, or maintain the security of the Premises, will be conducted by the maintenance crew within 24 hours of notification. The Landlord agrees to repair (or provide suitable replacement for) all appliances containing electricity, water or gas connections within three working days of the request by the Resident. All other repairs will be performed as soon as practicable. In the case of delayed repair AOSS will assist the resident in finding alternative housing if conditions warrant (e.g. roof replacement).

In the event of malfunction due to age of equipment, AURA, Inc. agrees to repair or replace such equipment as a House Expense¹.

¹ *House Expense: Maintenance and repair work performed on the premises that are covered by the standard rental income.*

Resident Expense: Maintenance, repair work and modifications performed on the premises that are paid for by the Resident.

The Resident acknowledges that appliances which have reached the end of their stated useful life may not be immediately replaced should they remain in good working condition, as determined by AURA. Appliances not in good working order will be repaired or replaced, through a means at the discretion of AURA.

The Resident may request the removal of AOSS provided furnishings - to be replaced with personal furnishings - as a "house expense¹". This action must be coordinated with AOSS Operations so as to bring the inventory up to date, and arrange for the appropriate storage of the furniture that is no longer needed. This furniture will not be assigned to another house, it will be stored until the Resident moves out and the furniture is needed again in that particular house.

As stated in "Changing houses within the AURA campus", the Resident will assume 100% of the expense to move any non-AOSS furnishings or personal property to and/or from the Premises.

This policy is not to be confused with AURA policies for moving into and out of Chile.

Care and Use of the Premises

AURA shall assume the responsibility for repairing and maintaining in clean and good condition the housing, utilities, common areas and the grounds of unoccupied housing.

AURA and the Resident acknowledge that at all reasonable times AOSS personnel may enter the Premises to make inspections or repairs with prior verbal approval from the Resident, or someone else who resides in the house. AOSS will maintain a routine annual maintenance schedule which will require periodic inspections of the residential buildings and grounds.

The Resident shall promptly inform AURA, Inc. of any damage or of any situation that may significantly interfere with the safe, normal use of the Residence.

The Resident shall not make any unreasonable noise or nuisance which may disturb the comfort or convenience of neighbors.

The Resident shall keep the Premises clean and sanitary and in no case leave refuse on the campus roads or other places where it might obstruct traffic or prove offensive to neighbors.

All Resident requests for repairs or maintenance of houses or grounds shall be submitted to AOSS on a maintenance request form. Telephoned emergency requests are to be confirmed in writing on such a form.

The Resident shall not engage in any illegal trade or activity on or about the Premises or campus.

Maintenance of Garden and Grounds

The Resident shall be responsible for the maintenance of lawns and gardens immediately

surrounding his/her residence. The areas corresponding to each house are detailed in the landscape plan at the AURA-O Director's Office.

All garden tools and supplies shall be the responsibility of the occupants. Top soil and grass seed shall be the responsibility of AURA-O only under the following circumstances:

- When construction work, such as the digging of utility trenches, has ruined the lawns or gardens;
- When a rare, but heavy rainfall may have caused severe erosion on a property due to inadequate storm drains within the campus.
- In all other cases, occupants shall be expected to procure their own grass seed.

With the approval of the AOSS Manager, sickly, dead or threatening trees shall be removed by AOSS as a "house expense¹". Eucalyptus trees, exterior border hedges, etc. shall be pruned as a "house expense" according to the preventive maintenance schedule.

The Resident shall not remove any trees without prior approval of the Landscaping Committee and the AOSS Manager. Residents who wish to plant trees or hedges shall so inform AOSS in advance, in order to preclude possible damage to roadways, water lines, sewer lines, and so on.

The Resident shall have garden maintenance debris gathered in plastic bags and deposited, by their contracted gardener, in the garbage bin in their back yard or in the refuse collection bin located between the Garage and the Instrument Shop. To comply with the law, these plastic bags must not weigh more than 20 kilos each and should not contain stones or broken glass pieces. In no case shall such refuse be left on the campus roads or other places where it might obstruct traffic or prove offensive to neighbors.

Branches and large pruning pieces should be deposited, by the gardener contracted at each house, in areas specially assigned for this purpose at the bottom of the ravine. The current dump locations are down the road in front of Casa 6 towards the southern campus fence, and near the back (eastern) campus fence behind Casas 25 and 26. Residents are advised to consult with Operations before dumping their large waste pieces.

AOSS will engage to have household garbage collected on Monday, Wednesday and Friday. No specific time of the day will be assigned to this function, as it is carried out as AOSS personnel's time permits. We recommend residents to deposit waste glass in the glass-recycling bin that is located beside the car-wash area.

Preventive Maintenance Schedule

Preventative maintenance includes a variety of scheduled inspections and services intended to keep the premises in good condition and will be considered as "house expenses" only when completed according to the schedule. Additional requests for preventative maintenance will be considered 100% "resident expense".

AOSS shall schedule and perform the following Preventive Maintenance on and about the Premises:

Twice per year:

- Replace batteries in smoke detectors
- Inspect all gas connections throughout the house
- Service fire extinguishers
- Inspect fire hose system and repair as necessary
- Inspect sewer lines and clean or unblock if necessary

Once per year:

- Drain water heater
- Replace air filter in HVAC system
- Inspect and clean heating system
- Varnish wooden deck
- Fumigate property
- Inspection of gas system
- Inspect interior faucets and repair for leaks or corrosion
- Inspect exterior faucets and repair for leaks or corrosion
- Inspect interior sink and toilet drains and clean or unblock if necessary
- Inspect trees and shrubbery and trim for safety

Once every 2 years or upon vacancy of property (at the discretion of AURA):

- Inspect caulking around all sinks, bathtubs, showers and toilets and clean and re-caulk where necessary

Once every 5 years and upon vacancy of property (at the discretion of AURA):

- Apply new exterior paint
- Apply new interior paint
- Inspect exterior walk ways and drive ways and repair for major cracks or erosion

- Inspect earth retaining walls and repair for major weather related damage or erosion
- Inspect and repair or replace mosquito netting on windows and screened doors
- Inspect toilet apparatus and repair or replace as needed for corrosion or poor function

Once every 10 years or upon vacancy of property (at the discretion of AURA):

- Inspect and replace carpeting if needed

Once every 20 years or upon vacancy of property (at the discretion of AURA):

- Inspect roofing materials and repair or replace for leaks or major weather related damage

Maintenance records will thus be kept for every house; residents should no longer need to request painting, varnishing, fumigation, carpet cleaning, etc. Resident's requests for maintenance, beyond that described above as preventive maintenance or below as corrective maintenance shall be incurred at the resident's expense.

Corrective Maintenance and Extraordinary Damage

AOSS will perform corrective maintenance or repairs to the Premises and Furnishings where damage is considered normal wear and tear or malfunction. Such corrective maintenance will be considered a “house expense¹”.

The Resident will assume 100% of the expense involved with repairing extraordinary damage within the premises caused by inappropriate use by the Resident, family members, guests or persons acting on behalf of the Resident. (Clogged drains, blocked toilets, broken sink disposals, etc.)

In the event that actions taken by the Resident accidentally cause damage to premises, the damaged premises will be repaired and will incur the corresponding “house expense”. Additionally, AOSS will immediately inform the Resident of the resulting damage and expense of their actions and request that the Resident refrain from such actions in the future. In the event of reoccurrence, the Resident causing the damage will assume 100% of the expense to repair.

The Resident may at any time request corrective maintenance from AOSS for personal property and furnishings, (i.e., repairs to dishwashers, alarm systems, microwave ovens, televisions, etc.) The Resident will assume 100% of the expense of such repairs.

Carpeting/Floating floors

The Resident will assume 75% of the expense involved plus the value of the un-expired useful life for upgrading flooring in cases where the upgrade is requested prior to the end of the predetermined useful life of the carpet.

Miscellaneous Items

Internet

AOSS is responsible for providing a working internet connection to each house.

Light Bulbs

For Resident’s convenience 110v light bulbs are available from the AOSS warehouse. The cost of the light bulbs will be added to the Resident’s monthly rental bill. The cost of labor for changing interior and exterior light bulbs shall be charged by AOSS as a house expense wherever they are not reasonably reachable by the resident. The Resident will assume 100% of the labor expense for light bulbs changed by AOSS whenever this work is requested by the resident for lights within reasonable reach.

Awnings and chairs

A large awning and numerous white plastic chairs are available to all AURA-O from Bienestar for a nominal rental fee and agreement to replace or repair for loss or damage.

The Resident will assume 100% of all expense involved with delivery, installation, knock down and pick-up of awnings, chairs, tables and benches.

Locks

The Resident will assume 100% of all expense involved in the changing of locks and/or key replacement due to lost keys.

In cases where the house has an attached garage with automatic garage door opener, the Resident will assume 100% of all expense involved with any damage that occurs as the result of operating the garage door with a manual lock in operation.

Personal Property – Insurance, Liability

The Resident is hereby advised that the personal property of the Resident is not insured by AURA, and understands that he/she shall be solely responsible for insuring any of his/her personal property located or stored upon the Premises. Regardless of whether the Tenant secures such insurance, he/she shall not claim reparation from the Landlord for any damage resulting to the premises or any personal property in the event the premises or property are lost, damaged or destroyed by theft, fire, flood, or any other casualties not under the Landlord's control.

The Landlord shall not be liable for any injury or property damage (except injury or damage caused by negligence of the Landlord) that is sustained by the Resident, members of the Resident's family, or guests, while on the premises. The Resident shall indemnify and hold the Landlord harmless from any and all liability for any such injury to person or property.

Improvements by Resident

No resident of AURA-O housing may undertake major modifications of his/her presently occupied or assigned housing without the prior written approval of the Director/AURA-O.

No changes in the basic structure or painting of the housing units shall be undertaken by the occupants without the prior written approval of the Director/AURA-O. Proposed modifications must be fully detailed and presented to the Director of AOSS for costing. The fully priced list of proposed modifications must then be forwarded to the Director/AURA-O and the Housing Committee for approval.

Once work has commenced on the approved list of modifications, no supplementary modifications may be added except by the process defined above.

In all cases, and depending upon the Housing budget of the time, the Housing Committee and the Director of AURA-O will determine that the resident assume part or all of the cost of the proposed modifications.

Pets

A reasonable number of pets are allowed to be kept within the limits of the Premises. If this privilege is abused, AURA, Inc. may revoke this privilege upon thirty (30) days notice.

The Resident acknowledges all financial responsibility for any and all damage caused by pets. Any modifications or additional facilities needed to keep pets (e.g. fences) shall be covered by the Resident.

Medium and Long-term Absences

Regular, full-time, resident employees who absent themselves from AURA-O for periods from 2 to 12 months on sabbaticals, leaves without pay, special assignments at other observatories, etc., may continue to rent their homes and keep them otherwise unoccupied during their absences. AURA-O assumes no financial responsibility for the goods left stored in the house.

Subject to the written approval of the Director/AURA-O, house-sitters may be brought in to occupy and guard a house during the extended absence of a staff member who continues to pay rent on the house.

Changing houses within the AURA campus

Residents may choose to relocate to another house on the campus following existing AURA procedure and with the following considerations:

Only normal routine maintenance, (i.e., clean floors, fresh paint, clean and well functioning appliances and plumbing, etc.) shall be completed as a “house expense” prior to occupancy.

The resident will assume 100% of the expense with regard to any changes, modifications and additions, and a minimum of 50% of any permanent improvements to the house (undertaken under the rules described above for improvements).

The resident will assume 100% of the expense with regard to moving personal property to the next house.

Assigning, Lending and Subletting

The Resident is prohibited from, assigning, subletting, lending or transferring the Premises or Furnishings to any other party.

Vacating the Premises

Upon terminating the rental contract, the Resident shall vacate the premises, return all keys to AURA, Inc., remove all personal property belonging to the Resident and leave the premises in the same condition as Resident found them except for normal wear and tear. The vacating process must be carried out efficiently and rapidly.

In the case of regular, full-time employees of AURA-O who have been terminated because of the expiration of their contracts or because of financially dictated reductions-in-force, the employee shall normally have the right to remain in his/her house for up to 45 days following his/her date of termination, the needs of the Observatory permitting. This period can be extended by the written authority of the Director/AURA-O. The ex-employee shall pay the normal rent for the house during the period he/she has been authorized to occupy it after his/her detachment.

Salvoconducto

It is necessary to procure a “salvoconducto” or “safe-conduct pass” from Carabineros (Police) if you are moving your household goods within Chile. The purpose of this requirement is to ensure that the household transport is legal and being carried out with the owner’s approval. To issue this certificate Carabineros need the mover to supply the last monthly house-rental payment receipt, as well as the last water, electricity and telephone bills, to make certain that all of the mover’s bills are settled before departure. Road patrol Carabineros may request the safe-conduct pass at any time during the transport.

Moving companies will take care of this procedure, however if staff are themselves moving their belongings off the campus, they may ask the AOSS HR Officer to provide the certifying document that Carabineros requires to issue the “salvoconducto”.

Resolution of Disputes

Disputes between the Landlord and the Resident will be resolved by mediation with the help of the Housing Committee. To this end, they might form an arbitration committee. Such a committee will be convened on a case-by-case basis and must ensure a fair representation of both Resident’s and Landlord’s interests. To do this, the committee will consist of three persons nominated by the Housing Committee and three persons nominated by the Director, AURA-O. In order to ensure a mechanism to break a tied vote, the arbitration committee will be chaired by the Director, AURA-O, who will vote only if the result of the other six members is a tie.

Disputes that cannot be resolved by such mediation will result in termination of the Housing Contract. One party or the other, without attribution of fault, is considered in breach of the contract and as a result the Resident will vacate the premises within 30 days from the date of the report by the Arbitration Committee.