**Exit or Transfer Agreement**

**Introduction**

This Exit or Transfer Agreement establishes the terms and process for residents of [Eco-Village Name] who wish to leave the community or transfer their interest in the eco-village. It outlines procedures for notifying the community, rights of first refusal, buy-back provisions, and any resale restrictions that apply to eco-village properties. By signing this agreement, residents agree to follow these guidelines in order to support the eco-village’s goals of sustainability, community stability, and fair ownership.

### **1. Notice of Intent to Exit or Transfer**

* **Notice Requirement**: Any resident wishing to exit the eco-village or transfer their interest must provide a written notice of intent to the eco-village management or relevant community board at least [X days/weeks/months] prior to their intended exit or transfer date.
* **Reason for Exit/Transfer**: While not required, residents are encouraged to share their reason for exit or transfer with the community to support a transparent and cohesive process.
* **Exit Interview**: The eco-village may request an optional exit interview with the departing resident to gather feedback and discuss next steps in the transition process.

### **2. Rights of First Refusal**

* **Community's Right of First Refusal**: If a resident intends to sell or transfer their interest in the eco-village, the community (or designated community body) retains the right of first refusal to purchase the interest. This ensures that ownership remains aligned with the eco-village’s mission and values.
* **Right of First Refusal Timeline**: Upon receiving the notice of intent to transfer, the community has [X days/weeks] to exercise its right of first refusal. If the community declines, the resident may proceed to offer their interest to third parties in accordance with this agreement’s terms.
* **Offer Details**: The resident must provide the community with written details of any offer from third parties that they wish to accept, including the offer amount and terms, to enable an informed decision on exercising the right of first refusal.

### **3. Buy-Back Provisions**

* **Buy-Back Option**: If the community exercises its right of first refusal, it may buy back the departing resident’s interest at fair market value or an agreed-upon price determined by a qualified appraiser.
* **Payment Terms**: Payment terms for the buy-back will be agreed upon by both parties, with the option of a lump sum or installment payments over a period of [X months/years].
* **Adjustments for Depreciation or Improvements**: The buy-back price may be adjusted based on depreciation or value-added improvements made by the resident. Any significant improvements must be documented, and approval for adjustments must be obtained from the community.

### **4. Resale Restrictions**

* **Qualified Buyers**: In cases where the community does not exercise its right of first refusal, the resident may sell their interest to a third party, provided the buyer meets the community’s membership criteria and aligns with the eco-village’s values.
* **Community Approval**: Prospective buyers must go through the eco-village’s membership application process, including any required interviews, background checks, or orientation sessions, to ensure compatibility with the community.
* **Price Limits**: To maintain affordability and discourage speculative investment, resale prices may be limited to fair market value or another maximum price set by the community. This policy ensures future residents can enter the eco-village without facing prohibitive costs.

### **5. Transfer of Responsibilities**

* **Financial Obligations**: Departing residents must fulfill any outstanding financial obligations, including dues, fees, or maintenance costs, before finalizing their exit. The eco-village reserves the right to deduct these amounts from the sale proceeds if applicable.
* **Condition of Property**: The departing resident agrees to leave the property in good condition, with any repairs or maintenance issues resolved. The eco-village may conduct an inspection before the exit date and require any necessary repairs.
* **Transfer of Ownership and Documents**: Upon finalizing the sale or transfer, the resident must transfer all ownership documents, keys, and other relevant materials to the new owner or the eco-village management, as applicable.

### **6. Exit Support and Transition Assistance**

* **Community Transition Assistance**: The eco-village may provide assistance to departing residents by helping find buyers within the eco-village network or by offering relocation support.
* **Moving Out Period**: Departing residents will be granted a move-out period of [X days/weeks] after the final transfer of their interest to complete all necessary arrangements.
* **Final Settlement**: Upon exit, any refundable deposits, financial contributions, or buy-back payments due to the resident will be issued within [X days/weeks] following the completion of all exit requirements.

### **7. Special Circumstances**

* **Hardship Exit**: If a resident needs to exit due to financial hardship or emergency, they may request a waiver or expedited process for certain provisions. Approval is granted on a case-by-case basis by the eco-village management or designated board.
* **Transfer to Family Members or Heirs**: Transfers to immediate family members or heirs may be allowed with approval, provided they meet membership criteria. The eco-village may require an orientation or membership review process.

### **8. Dispute Resolution**

* **Mediation**: In the event of any disputes regarding the terms or process of exit or transfer, both parties agree to first pursue mediation through eco-village-appointed mediators.
* **Arbitration**: If mediation fails, the dispute will be settled by arbitration in accordance with eco-village policy or local law. Arbitration will take place within [location/jurisdiction] and be final and binding.

### **9. Agreement Amendments**

* **Modifications**: This Exit or Transfer Agreement may be amended by mutual consent of the resident and eco-village. Any amendments must be documented in writing and signed by both parties.

**Resident Acknowledgment**

By signing below, I, [Resident Name], acknowledge and agree to the terms and conditions outlined in this Exit or Transfer Agreement and commit to following the guidelines as part of my transition out of [Eco-Village Name].

**Resident Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Eco-Village Representative Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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