

CONTRACTUAL AGREEMENT AND CONDITIONS OF HOUSING
(READ, SIGN AND DATE THIS COPY. RETURN IT, TOGETHER WITH THE REQUIRED SECURITY DEPOSIT)

STUDENT INFORMATION

-Please Print-

STUDENT'S NAME

HOME ADDRESS
Street Address / Apartment Number

City / State / Zip

PARENT'S NAME(S)

HOME TELEPHONE NUMBER () -

SOCIAL SECURITY NUMBER # - -

OCCUPANCY DATES

ACADEMIC YEAR ROOM NUMBER

House occupancy dates:

Opening date (move-in starts) Closing date (move-out by)

OCCUPANCY AND PAYMENT PLAN (CHECK ONE)

IMPORTANT NOTE (Please read before signing.) The amounts below are for RENT for the entire academic year (August 24, 2004 to May 12, 2005) only!

<input type="checkbox"/> OCCUPANCY - \$3100	<sample>
August 24, 2004	\$ 387.50
September 24, 2004	\$ 387.50
October 24, 2004	\$ 387.50
November 24, 2004	\$ 387.50
TOTAL	\$ 1550.00

	<sample>
January 12, 2005	\$ 387.50
February 12, 2005	\$ 387.50
March 12, 2005	\$ 387.50
April 12, 2005	\$ 387.50
	\$ 1550.00

*If paid in full at the beginning of the semester rent is \$3000 which does not include utilities.

HOUSING DEPOSIT

The resident housing deposit is as set forth in Section 3 below.

LEASE PROVISIONS

1. PARTIES AND AGREEMENTS

- A. This contract is an agreement between **<Name of House Corporation>** and the undersigned (the "Student") for a room assignment. It shall be effective upon execution by Student and acceptance by an authorized representative of **<HOUSE CORPORATION>**.
- B. This contract is personal to Student and may not be assigned or otherwise transferred by Student to any other organization or person. Student space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity without the express written consent of an authorized representative of **<HOUSE CORPORATION>**. Student may contract for room space for residential purposes only. Other uses are in violation of this contract and may result in termination of this contract and loss of deposit.
- C. This contract is for Student's lease for and in consideration of being permitted to reside in the Chapter, situated at **<Address of Chapter House>**, the tenant agrees to the following:

2. TERMS OF HOUSING

- A. This contract covers the period of time from the beginning of the academic year until its end. Rooms are engaged for both Fall and Spring semesters of the year for which contract is made. Student agrees to pay full charges for space released herein even if Student vacates said space before the end of the term of this contract and agrees to pay reasonable attorney's fees and costs of collection of any unpaid account. The dates that "chapter house" located at **<Address of Chapter House>**, will open and close as set forth above in the student occupancy section on page 1. Any continued occupancy after that date shall be considered a holdover tenancy and shall be at a rate equal to 150% of the rent set forth above.
- B. Any unpaid balances remaining due after termination of the tenancy shall be subject to 1.5% interest per month (18% per annum) and will be considered additional rent hereunder.
- C. Rental charges for the academic year are based upon the occupancy, and the scheduled payments and due dates are set forth above.
- D. **This contract is for space only.** **<HOUSE CORPORATION>** reserves the right to assign or reassign rooms as it sees fit. Initial room and roommate assignments will be made by **<Greek Designation>**.
- E. Student agrees to be contractually responsible for all dues and assessments charged by the active chapter of Delta Tau Delta Fraternity during each semester Student attends the university.
- F. Student accepts and agrees to all House Rules relative to the House and which are posted at the chapter house and/or which have been provided to all members from time to time. Student hereby acknowledges that he understands these rules.
- G. **<HOUSE CORPORATION>** makes no commitment to the Student about what furniture will be available in the room assigned to the Student. The student agrees to maintain his room, all common areas, and the contents assigned to him in good condition and in accordance with all regulations of the fraternity and **<House Corporation>**.
- H. No alterations may be made to any portion of the Chapter House without the prior approval of **<House Corporation>**. Any loft which is constructed, must be free standing and shall not be connected to any portion of the structure of the Chapter House.

3. HOUSING DEPOSIT

- A. **\$300.00** housing deposit ("Housing Deposit") one half of the housing deposit must be paid to **<House Corporation>** no later than **May 4, 2004 and the remainder \$100 prior to August 24, 2004.** The Student agrees to pay a Two Hundred and no/100 dollar (\$200.00) damage, common area, key and rent deposit, which deposit is due before the Student takes possession of the accommodations. The Housing deposit and any other deposits paid by Student will be refunded by **<HOUSE CORPORATION>** in whole or in part, to the Student within Sixty (60) days after termination of this Lease, provided: (a) all provisions and conditions of this Lease have been complied with; (b) Student has maintained and left the Chapter House in a clean undamaged and rent-able condition, normal wear and tear excepted; (c) all outstanding charges due to the Fraternity or **<House Corporation>**; and (d) the Chapter House have been vacated, all keys have been returned to the house corporation. All refunded deposits shall be mailed to Student at the last known address. Student agrees to leave a forwarding address with **<House Corporation>** upon termination of the tenancy. The deposit will be returned in sixty (60) days after the Student vacates the living accommodations in satisfactory condition and after payment of all outstanding charges due to the Fraternity and to **<House Corporation>**. The Student's living accommodations will

be inspected by the house manager and an official representative of **<House Corporation>**. In addition, damages which has been done by a person or persons unknown, shall be apportioned among all residents of the Chapter House as determined by an official representative of **<House Corporation>**.

4. CANCELLATION OF CONTRACT

- A. Loss of Housing Deposit - Cancellation of this contract for any reason shall result in loss of Housing Deposit.
- B. Cancellation Prior to Occupancy - If student cancels this contract prior to occupancy and finds a suitable replacement, whose substitution for Student hereunder is accepted in writing by **<House Corporation>**, at its discretion, may refund Housing Deposit. "Occupancy" means acceptance of a room key and placing of personal belongings in the House.
- C. Cancellation After Occupancy - After occupancy, cancellation will be accepted only if Student withdrawals from the University, and only with respect to amounts not due and payable under this Agreement as date of withdrawal.
- D. Termination by <House Corporation> for Cause - **<House Corporation>** reserves the right to terminate this contract with reasonable notice and for good cause. Good cause means any conduct which disrupts the orderly administration and/or function for the **<Name of University>**, **<Greek Designation>** and/or **<Housing Corporation>**. Reasonable notice will normally mean forty-eight (48) hours unless a longer period as required by state law.
- E. Should Student fail to pay rent or other charges when due or breach any other condition of the Lease after three days notice in written to pay the rent due or comply with the conditions of this Lease, Fraternity may, at its election, either (a) declare the term hereof ended and re-enter and resume possession of the Chapter House, change the locks or keys, and remove all persons and property there from by force or otherwise, without being held liable to prosecution or for damages, or (b) declare the entire unpaid rent for the term immediately due and payable and bring suit therefore at once. If Student remains in possession of the Chapter House after termination of the tenancy, Student shall be deemed guilty of forcible entry and detained under the applicable statute, thereby waiving all notice, and shall be subject to eviction and removal. No re-entry by Fraternity, or its agent or employees, shall be deemed an acceptance or surrender of this Lease. If Student abandons or vacates the Chapter House before the end of the term of this Lease, Fraternity may, at its option, enter the Chapter House and re-let the same on such terms and conditions as it may see fit, making such changes to the Chapter House as Fraternity deems necessary or desirable for the purpose of such re-letting, and if a sufficient sum is not realized each month (after payment of all the expenses of such changes and the expense of re-letting), to equal the monthly rental agreed to be paid by Student hereunder, Student agrees to pay such deficiency each month upon written request of the Fraternity.

5. RIGHT OF ENTRY

<Housing Corporation> reserves the right to enter Student rooms at times convenient to its members for purposes of inspection, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim any **<House Corporation>** property.

6. REGULATIONS

- A. The Student agrees to comply with all of the terms and conditions of this agreement, the bylaws of the Fraternity, the regulations of **<Greek Designation>**, the laws and regulations of Delta Tau Delta International Fraternity Inc., and all applicable local, state and federal laws.
- B. Student agrees to comply with all local municipality Fire and Safety Regulations. Items allowed in the house include irons, radios, and small portable electrical equipment. Items **NOT** allowed in the house are waterbeds, fireworks, food preparation hotplates, air conditioning units and any weapons.
- C. Student's agrees to use the Chapter House for private residential purposes only; (b) Student shall not disturb, annoy, endanger or inconvenience neighbors; (c) Student has inspected the Chapter House and found them in a clean, habitable and undamaged condition except as noted on the attached Student Check-in form; (d) Property left on the Chapter House after Student vacates the Chapter House will be deemed abandoned and may be disposed of immediately as **<HOUSE CORPORATION>** sees fit, without liability or accountability; (e) Student will comply with all laws and/or city ordinances now in effect or hereafter instituted by any governmental agency having jurisdiction, together with all rules, regulations or policies now in effect for the Chapter House of hereafter reasonably imposed by the **<Greek Designation>**, Delta Tau Delta Fraternity Inc., or **<House Corporation>**; (f) Student will not use the Chapter House for any immoral or unlawful purpose, nor commit waste or nuisance upon or about the Chapter House; and (g) Student shall practice good housekeeping and keep the Chapter House neat and clean.
- D. Student shall be liable for all damages to, or losses of, the Chapter House fixtures or furnishings, personal property furnished under this contract or Fraternity property, which damage or loss is caused by the student. **DAMAGE TO COMMON AREAS FOR THE HOUSE WILL BE CHARGED ON A PRO-RATA BASIS TO ALL RESIDENTS** or

MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY INDIVIDUALS AND THEY CAN BE CLEARLY IDENTIFIED BY AN OFFICER OF THE CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE HELD LIABLE FOR THE REPAIR CHARGES. Charges for damages are **NOT** limited to Housing Deposit.

- E. For health and safety reasons, no pets of any kind shall be kept in or about the premises without the prior written consent of the Landlord.
- F. This lease shall not be assigned nor subleased without prior written consent of the Landlord.

7. LIABILITY

- A. STUDENT ACKNOWLEDGES AND AGREES THAT DELTA TAU DELTA FRATERNITY, INC., **<HOUSE CORPORATION>**, AND, THEIR, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE LIMITED IN THEIR ABILITY TO PROTECT STUDENT, STUDENT'S GUESTS AND STUDENT'S INVITEES, FROM CRIME, ACCIDENT OR NATURAL CATASTROPHE.
- B. DELTA TAU DELTA FRATERNITY, INC, **<HOUSE CORPORATION>**, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF SUCH ENTITIES OR ORGANIZATIONS WILL NOT BE LIABLE FOR DEATH OR LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUEST(S) OR CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION INTERRUPTION OR UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OR THE ROOM, LATENT DEFECT IN THE ROOM OR HOUSE, ACTS OF GOD, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF THE HOUSE CORPORATION, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT.

STUDENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS DELTA TAU DELTA FRATERNITY, INC. , **<HOUSE CORPORATION>**, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FOR ANY LIABILITY, INCLUDING COSTS AND ATTORNEY'S FEES, DUE TO DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY OF STUDENT, GUESTS, INVITEES, OR OTHER PRESENT IN THE ROOM OR HOUSE WITH STUDENT'S CONSENT FROM ANY CAUSE, INCLUDING LIABILITY CAUSED BY THE NEGLIGENCE OF THOSE INDEMNIFIED HEREUNDER, OTHER THAN THE GROSS NEGLIGENCE OF DELTA TAU DELTA FRATERNITY, INC., **<HOUSE CORPORATION>**, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF EMPLOYMENT AND FROM ANY LIABILITIES ARISING AS THE RESULT OF THE ACTS OF STUDENT OR OTHERS PRESENT WITH STUDENT'S CONSENT.

- C. STUDENT IS HEREBY ADVISED THAT INSURANCE DOES NOT COVER PERSONAL PROPERTY OF STUDENT. STUDENT IS URGED TO PURCHASE INSURANCE COVERAGE FOR LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, WATER DAMAGE AND OTHER UNFORTUNATE EVENTS, TOGETHER WITH LIABILITY COVERAGE. NEITHER ITS EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR DAMAGES OR INJURY TO STUDENT OR ANY OTHER PERSON, OR TO ANY PROPERTY, OCCURRING ON THE CHAPTER HOUSE, AND STUDENT AGREES TO HOLD HARMLESS FROM ANY CLAIMS FOR DAMAGE NO MATTER HOW CAUSED.
- D. THE HOUSE CORPORATION MAY BRING SUIT FOR AND COLLECT RENT, ASSESSMENTS, DAMAGES AND OTHER CHARGES IN THE EVENT OF DEFAULT AS SET FORTH ABOVE, WITH OUT PRIOR NOTICE AND WITHOUT ENTERING INTO POSSESSION, SUCH RIGHT TO SUE AND SUCH RIGHT TO FORFEIT AND RE-ENTER BEING CUMMULATIVE AND NOT EXCLUSIVE. IN ANY COURT ACTION BROUGHT BY THE HOUSE CORPORATION TO RECOVER SUCH AMOUNTS DUE AND UNPAID UNDER THE TERMS HEREOF OF FOR THE BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS LEASE OR TO RECOVER POSSESSION OF THE CHAPTER HOUSE, WHETHER OR NOT SUCH COURT ACTIONS SHALL PROCEED TO JUDGEMENT, STUDENT SHALL PAY THE HOUSE CORPORATION FOR ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES AND INTEREST ON UNPAID RENT AND OTHER CHARGES, AT THE RATE OF 1.5% PER MONTH (18%) PER ANNUM.

8. MISCELLANEOUS

- A. If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.
- B. This contract represents the entire agreement between the parties and may not be modified except by mutual agreement, in writing and signed by both parties.
- D. This contract shall be governed by the laws of the State of **<State>** and is entirely performable in City of **<City, State>**.
- E. All notices to Student shall be sent to, or posted at, the Chapter House, **<Chapter House Address>**
- F. All notices to **<Housing Corporation>** shall be sent to **<Housing Corporation Address>**.

I HAVE READ AND INDICATE MY CONTRACTUAL AGREEMENT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN, WITNESS, the signatures of the parties hereto, effective this ____ day of , May 2004.

STUDENT

<HOUSE CORPORATION>

By: _____

By: _____
(Authorized Representative)

Date: _____

Date: _____