

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

This AGREEMENT, by and between _____ (STUDENT or you herein) and his co-signing parent or guardian (collectively with STUDENT referred to as the Undersigned herein), hereby agree to rent from the Chi Chapter of the Theta Chi Fraternity House Corporation (HOUSE CORPORATION, "we" or "us" herein), at Auburn University, living space in the premises located at 935 Lem Morrison Drive, in Auburn, Alabama (the CHAPTER HOUSE or HOUSE herein), for the period beginning **August 1, 2011** and ending **July 31, 2012 (this includes the Fall 2011 AND Spring 2012 semesters)**, all in accordance with the below provisions.

- 1) STUDENT agrees to accept any room assigned to him at the CHAPTER HOUSE. STUDENT further agrees to maintain his assigned room and its contents, as well as the entire CHAPTER HOUSE, in good condition and in strict accordance with the Chi Chapter House Policies (HOUSE POLICIES herein). House Policies have been provided to the Undersigned and are incorporated herein and made a part of this Lease Agreement by reference. In addition, STUDENT agrees to abide by and obey any and all Federal, State and local laws, as well as the Chapter's by-laws and the Theta Chi International Fraternity's By-Laws, Constitution, Rules and policies. STUDENT hereby agrees that the Chapter's by-laws may be amended from time to time at the discretion of the Chapter, or at the discretion of the HOUSE CORPORATION. STUDENT understands and agrees that the HOUSE POLICIES may be amended at the sole discretion of the HOUSE CORPORATION. STUDENT shall not use, permit, assist in, or condone the use of, the CHAPTER HOUSE for any unlawful or improper purpose or commit any unlawful or improper activity therein. STUDENT agrees to report any unlawful or improper activity immediately to the Chapter officers or the HOUSE CORPORATION.
- 2) HOUSE CORPORATION agrees to furnish residence room # _____ to STUDENT. Any grievances regarding the operation or maintenance of said CHAPTER HOUSE shall be made in writing to the designated representative of the HOUSE CORPORATION.
- 3) The Undersigned jointly and severally agree to pay a total annual rental rate, for living space only, payable in installments to the HOUSE CORPORATION in one of the following manners (**PLEASE INITIAL ONLY ONE OF THE FOLLOWING THREE OPTIONS**):

- a) Full rent payment of **\$4,600.00** on or before **August 1, 2011**. This rate includes a \$100 discount.

Initial

This rent payment schedule does not include any other Chapter charges and dues (meals, social, etc.). Please **choose one** of the following payment options for these charges:

- 10 monthly installments - (billing will occur in July, August, September, October, November, January, February, March, April and May. No billing will occur in December or June).
- 12 monthly installments - (billing will occur all 12 months of the year). STUDENT understands the 12-month billing schedule is a *payment plan*, not a reduction of fees. Although the Fall and Spring semesters are in session for only about 10 months of the year, **STUDENT must still pay all 12 billing cycles if he chooses this billing schedule.**

- b) Ten (10) monthly installments of **\$470.00** - (billing will occur in July, August, September, October, November, January, February, March, April and May. No billing will occur in December or June).

Initial

This rent payment schedule does not include any other Chapter charges and dues (meals, social, etc.). These charges will be billed according to the following schedule:

- 10 monthly installments - (billing will occur in July, August, September, October, November, January, February, March, April and May. No billing will occur in December or June).

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

- c) Twelve (12) monthly installments of **\$400.00**.

_____ Initial

This rent payment schedule does not include any other Chapter charges and dues (meals, social, etc.). These charges will be billed according to the following schedule:

12 monthly installments - (billing will occur all 12 months of the year). STUDENT understands the 12-month billing schedule is a *payment plan*, not a reduction of fees. Although the Fall and Spring semesters are in session for only about 10 months of the year, **STUDENT must still pay all 12 billing cycles if he chooses this billing schedule.**

- 4) It is hereby understood that no STUDENT who has not executed a room AGREEMENT for the period will be granted living space in the CHAPTER HOUSE. No new AGREEMENT will be accepted from a STUDENT whose account is delinquent with the Chapter or HOUSE CORPORATION.
- 5) STUDENT agrees, if he moves out of the CHAPTER HOUSE on his own account or at the request of the Chapter or HOUSE CORPORATION due to violations of this AGREEMENT or HOUSE POLICIES, before the end of the term, he will pay the full amount of this AGREEMENT, including but not limited to rent and meal plan fees, for the remainder of the AGREEMENT period.
- a) Novation – STUDENT agrees, if he moves out of the CHAPTER HOUSE prior to the end of this AGREEMENT for any reason, he is still responsible for all lease payments hereunder, unless he finds a replacement tenant suitable to the HOUSE CORPORATION. The burden is on the STUDENT to find a replacement tenant and to initiate the novation of his LEASE AGREEMENT with the HOUSE CORPORATION and replacement tenant.
- 6) **MOVE-IN AND MOVE-OUT INSPECTIONS AND PROCEDURES:** An inventory and inspection report will be provided to the STUDENT, and the report must be filled out and signed by this STUDENT and returned to the HOUSE CORPORATION within 48 hours and will be kept on file by the HOUSE CORPORATION until the end of the period of this AGREEMENT and used by STUDENT and the HOUSE CORPORATION at the end of the period of this AGREEMENT to determine the extent of damages done to the assigned room space by STUDENT, if any.

ALL MOVE-IN AND MOVE-OUT ACTIVITIES BY THE STUDENT WILL BE THROUGH THE DESIGNATED STAIRWELL AT THE REAR LEFT (WHEN FACING THE FRONT OF THE HOUSE). THE GRAND STAIR AND THE STAIRWELL ADJACENT TO THE LOUNGE AND PARKING LOT MAY NOT BE USED FOR MOVE-IN PURPOSES.

- 7) **SECURITY DEPOSIT:** If STUDENT has not already paid a security deposit, upon signing this AGREEMENT, STUDENT shall pay the HOUSE CORPORATION the sum of one month's rent as a security deposit which shall be returned to the student within thirty (30) days of the end of the period of this AGREEMENT (even if the room is vacated prior to the last day of the period of this AGREEMENT) after deducting any amounts due from STUDENT under this AGREEMENT including but not limited to the cost to repair any damage to the STUDENT's room, any rent that is owed and late fees. STUDENT is responsible for the condition of the space assigned to him and the common space in the CHAPTER HOUSE. Each member will be held individually accountable for violation(s) of the HOUSE POLICIES, including any damage to the property for which he is partially or wholly responsible. If funds are extracted from STUDENT's deposit during the AGREEMENT period, to address any of the above items, STUDENT must replenish the deposit within seven (7) days. This security deposit may remain with the HOUSE CORPORATION for consecutive room AGREEMENT periods, however, STUDENT must pay any deficiency in any existing security deposit before he will be allowed to enter into a new room AGREEMENT.

The SECURITY DEPOSIT may also be forfeited, in full or in part, at the sole discretion of the HOUSE CORPORATION, in the event that any of the following acts are committed by the STUDENT:

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

- a) The keeping or allowing of any animal of any kind on or about the property. Under no circumstances are any animals to ever be allowed inside the Chapter house or elsewhere on the premises.
 - b) Breach of any of the covenants, conditions, terms or provisions of this LEASE.
- 8) **USE OF PROPERTY:** The room space leased by STUDENT shall be used as a resident room only. The entire CHAPTER HOUSE is and shall be kept as a non-smoking facility. The undersigned STUDENT is and will be held responsible for all damage he and/or his guest(s) causes, either accidentally or willfully, to the CHAPTER HOUSE or its contents. No alterations shall be made to any part of the CHAPTER HOUSE or its contents without the specific written permission of the HOUSE CORPORATION or its representatives.
- 9) **USE OF ROOM SPACE:** STUDENT's room space shall be used and occupied in a safe, careful and lawful manner. No trade, business or occupation shall be carried on therein, and STUDENT's room space or any part thereof shall not be underlet nor this AGREEMENT assigned, without prior written consent of HOUSE CORPORATION. STUDENT's room space shall not be used or permitted to be used for any unlawful purpose nor shall the room space or any part thereof be used for any purpose that, in the opinion of the HOUSE CORPORATION, will damage STUDENT's room space or the building of which it is part, or disturb or annoy the residents of said building or the neighborhood. STUDENT's room space shall be kept sanitary and STUDENT will comply with all applicable State and local housing, health, fire and safety codes and regulations. STUDENT agrees not to make any alterations or additions or to change locks in the room space without the prior written consent of HOUSE CORPORATION.
- 10) **UTILITIES:** Utilities (basic cable, electricity, gas, water, high-speed internet and garbage service) shall be provided at no additional charge. Also, see HOUSE POLICIES for additional restrictions regarding personal appliances.
- 11) **FURNITURE:** In any case where furniture or appliances are provided as a part of the AGREEMENT, it is expressly agreed that no items provided by HOUSE CORPORATION are ever to be removed from PROPERTY without prior written consent from HOUSE CORPORATION. STUDENT hereby declares that the furniture or other property which he or she will use in said premises, other than that supplied by the HOUSE CORPORATION, is his or her own property and is not encumbered, and is pledged as security for the payment of rent and other charges due under this AGREEMENT. STUDENT agrees that when HOUSE CORPORATION supplies furniture, STUDENT will permit no waste, STUDENT will not place any furniture or furnishings that belong to the HOUSE CORPORATION outside the unit without written permission, and will upon termination of this AGREEMENT, return the same to HOUSE CORPORATION in as good condition as at the beginning of this AGREEMENT, or as same may be put in during the term, subject to reasonable use and wear thereof; and STUDENT further agrees that HOUSE CORPORATION may inspect the Leased Premises and furniture herein leased during reasonable hours. STUDENT will be held responsible for any furniture which obtains a permanent odor and STUDENT hereby agrees to pay for replacement of said furniture.
- 12) **WAIVER ESTOPPEL:** The failure of HOUSE CORPORATION to insist upon strict performance of any portion of this AGREEMENT shall not act as a waiver or relinquishment of any portion of the AGREEMENT but rather the AGREEMENT will remain in full force and effect.
- 13) **PET NOTICE:** The Undersigned understands and agrees that this AGREEMENT does not permit any pets by STUDENT(S), GUARANTOR(s), or guests, inside the PROPERTY or on the premises at any time. There are no exceptions to this policy except those that are in writing and that are made a part of this AGREEMENT by ADDENDUM. It is agreed that if a pet or pet evidence is found in the PROPERTY, the Lessee shall be charged \$100 per pet, per day, payable immediately until such pet(s) is(are) removed, as a pet violation and the entire security deposit may be forfeited and a new and additional security deposit may be required, and the remaining rent on this AGREEMENT may be accelerated and become due immediately upon demand, and that eviction proceedings may be started. Should a pet or evidence of a pet ever be found in the PROPERTY, STUDENT additionally agrees to immediately upon notification from HOUSE CORPORATION, remove the pet from PROPERTY and pay a \$100 per pet, per day pet violation fee. STUDENT also agrees to pay the costs of having the PROPERTY treated for fleas by a professional exterminator of HOUSE CORPORATION'S choice, and for having the carpeting

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

and furniture (where applicable), professionally steam cleaned and deodorized by a company of HOUSE CORPORATION'S choice.

- 14) **BANKRUPTCY:** It is agreed that in the event STUDENT or GUARANTOR shall be adjudged a bankrupt during the term of this AGREEMENT the rent for the whole term of this AGREEMENT shall be immediately due and payable and HOUSE CORPORATION may without notice or demand proceed to enforce the collection of same. STUDENT and GUARANTOR agree to claim full exemptions in the event of bankruptcy. STUDENT and GUARANTOR hereby appoints HOUSE CORPORATION as his true and lawful attorney in fact to claim and collect STUDENT'S said exemptions in the event STUDENT fails to claim same and to apply same on the payment of rent and other charges due under this AGREEMENT, and STUDENT hereby assigns to HOUSE CORPORATION so much of said exemptions as will pay the rent due under this AGREEMENT and all other charges.
- 15) **PARKING:** STUDENT is permitted to park one vehicle in the parking area of the premises. The following types of vehicles are expressly prohibited: Recreational Vehicles (RV's), trailers of any kind, boats, ATV's, construction equipment, lawn maintenance equipment, business delivery vehicles. Motorcycles must be parked appropriately in a regular parking space.
- 16) **EXCUSE OF LESSOR'S AND LESSEE'S PERFORMANCE - FORCE MAJEURE:** In the event the proper local authorities render the CHAPTER HOUSE uninhabitable due to fire, explosion, or other catastrophe, this AGREEMENT shall be considered null and void. However, should such inhabitability be caused by STUDENT's neglect or mistreatment, he shall remain responsible for his obligations described herein.
- 17) **DEFAULT:** Upon the failure of STUDENT to make any payment of rent when due hereunder or to make payment to the Chapter for due fees, or other assessments, or if the STUDENT should breach any other covenants, provisions, or conditions herein contained, or if the room space is abandoned, deserted or vacated, then at the option of the HOUSE CORPORATION or its agents, a default shall occur and this AGREEMENT shall immediately terminate as allowed by and in accordance with Alabama law. HOUSE CORPORATION may then re-enter and repossess the room space and remove STUDENT and each and every occupant and any property related to them. In the event of re-entry by HOUSE CORPORATION, it is herein provided that STUDENT shall be liable in damages to said HOUSE CORPORATION for all loss sustained and such re-entry shall not be deemed an acceptance by the HOUSE CORPORATION of a surrender or otherwise constitute a release of STUDENT. It is intended that HOUSE CORPORATION'S remedies shall be as broad as permitted under the laws of the State of Alabama, and shall include, without limitation, the right to cancel this AGREEMENT, reserving the right to collect any unpaid rents or damages to the room space, or to sue or distrain for rent then past due or to elect or accelerate the then entire unpaid balance of the rent for the term then remaining or the right to sublease and rent for the account of the STUDENT. The exercise of any one remedy shall not be deemed exclusive of the right of the HOUSE CORPORATION to exercise any others nor to apply the SECURITY DEPOSIT against any such damages without waiving the right to collect the entire amount of unpaid rent or damages. In the event of a default hereunder, in addition to any other remedies, the HOUSE CORPORATION is entitled to employ an attorney at law to enforce HOUSE CORPORATION'S rights hereunder and all reasonable fees and costs connected therewith shall be paid by STUDENT. The HOUSE CORPORATION may use any legal process available to it to enforce its rights hereunder. Furthermore, the STUDENT hereby severally waives as to past due rent owed and/or damages done by STUDENT all rights of exemption under the Constitution and Laws of the State of Alabama, or any other State in the United States, now enforced or hereafter passed, to have any personal property or any wages from any employment exempt from levy or sale, or other legal process.
- 18) **INSURANCE:** STUDENT agrees that the Chapter and HOUSE CORPORATION assume no responsibility whatsoever for the personal property of STUDENT. All personal property of STUDENT located on premises shall at all times be there at STUDENT'S sole risk, and the Chapter and HOUSE CORPORATION shall not be liable for any loss or damage thereto or for any theft hereof. STUDENT should ascertain whether or not his personal property is covered under his parents' or guardian's homeowners or other insurance policy. If not, it is recommended that he obtain his own "renter's policy." Any personal property left after the term of this AGREEMENT will be considered abandoned and may be disposed of at the sole discretion of HOUSE CORPORATION.

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

- 19) **INDEMNITY:** The Undersigned and all parties claiming under STUDENT, to the fullest extent permitted by law, hereby fully, finally, totally and completely release and discharge the Chapter, HOUSE CORPORATION, and the Theta Chi International Fraternity ("INTERNATIONAL FRATERNITY") and their respective members, pledges, employees, agents, servants, officers, directors, representatives, volunteers, other chapters, and any other entity whose liability is derivative by or through said released parties from all past, present and future claims, causes of action and liabilities of any nature whatsoever, regardless of the cause of the damage or loss, and including, but not limited to, claims and losses covered by insurance, claims for property damage, expenses, reimbursements, repairs and maintenance, claims and damage for personal injury, claims and damages from premises liability, claims and damage for torts of any nature, and claims for compensatory damages, consequential damages or punitive/exemplary damages. STUDENT and all parties claiming under STUDENT covenant not to sue Chapter, HOUSE CORPORATION, INTERNATIONAL FRATERNITY, or their respective members, employees, agents, servants, officers, directors, representatives and other chapters.
- 20) **FAILURE TO PAY RENT, MEAL FEES AND OTHER DUES ON TIME:** ALL RENT, MEAL FEES AND OTHER DUES ARE DUE ON THE FIRST DAY OF EVERY MONTH. In the event that any installments of the rent, meal fees and other dues due under the terms of this AGREEMENT are not paid on time, then a late fee of \$25.00 shall be charged each STUDENT whose payments are not received by 5:00 PM on the fifth day of the month, and an additional \$5.00 shall be charged for every calendar day thereafter until payment for rent, meal fees and other dues has been received by the HOUSE CORPORATION. Late fees shall continue to accrue until rent, meal fees and other dues and appropriate late fees are received by the HOUSE CORPORATION. Late fees will be charged for all calendar days, including weekends and holidays. In the case of frequent late payments, or of non-payment, the HOUSE CORPORATION may elect at its sole option to accelerate the terms of this AGREEMENT, and demand total payment of all outstanding and late rents and utility fees through the end of the period of this AGREEMENT. Upon default in the payment of rent, meal fees and other dues, the STUDENT hereby expressly waives notice by HOUSE CORPORATION of intention to re-enter, notice to terminate tenancy, and notice to quit or demand for possession. In the event that HOUSE CORPORATION shall deem it necessary to use an outside agency to collect late rent, meal fees and other dues, STUDENT agrees to pay all costs of such collection, including reasonable attorney's fees, and STUDENT further agrees that the place of all legal proceedings shall be the appropriate Court of Lee County, Alabama, regardless of the current residence of STUDENT, and that the method of notification and of service of papers may be by certified mail and that such service and notification shall be accepted by STUDENT and if refused, HOUSE CORPORATION may employ the services of an agency necessary to serve papers, or collect monies due to HOUSE CORPORATION and that all costs of such service, reasonable attorney's fees, court costs, and damages shall be paid by STUDENT. In the event that bankruptcy proceedings are instituted by or against STUDENT, HOUSE CORPORATION agrees to claim full exemptions and STUDENT hereby appoints HOUSE CORPORATION as his true and lawful attorney in fact to claim and collect said exemptions in the event STUDENT fails to claim same and apply the same on the payment of rent, meal fees and other dues due under this AGREEMENT, and STUDENT hereby assigns to HOUSE CORPORATION so much of said exemptions as will pay the rent due and all other charges. The acceptance of late rent, meal fees and other dues shall never be construed as being an approval or agreement by HOUSE CORPORATION to any arrangement allowing for late payments rent, meal fees and other dues on a continued basis, and such acceptance shall never change or lessen the position taken by HOUSE CORPORATION in this AGREEMENT. Non-payment or late payment of any part of the total monthly installment due may result in temporary or permanent loss of one or all of the utility services provided by the HOUSE CORPORATION. Non-payment or late payment of any part of the total monthly installment due may result in temporary or permanent suspension of meal plan. IN THE EVENT THAT A CHECK FOR RENT, MEAL FEES AND OTHER DUES IS RETURNED TO HOUSE CORPORATION BY STUDENT'S BANK FOR ANY REASON WHATSOEVER, STUDENT AGREES TO PAY A SERVICE CHARGE TO HOUSE CORPORATION IN THE AMOUNT OF \$35.00 IN ADDITION TO ALL LATE FEES THAT WOULD THEN BE DUE FOR LATE RENT, MEAL FEES AND OTHER DUES AS DETAILED ABOVE.
- 21) **CLOSURE OF CHAPTER HOUSE ON ACADEMIC BREAKS:** Chapter and HOUSE CORPORATION will decide together on what dates the CHAPTER HOUSE will be closed during the AGREEMENT period. STUDENT shall be given at least a two-week notice of any closure dates.

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

- 22) **CHAPTER'S AND HOUSE CORPORATION'S RIGHT OF INSPECTION AND ENTRY:** Chapter and HOUSE CORPORATION reserve the right upon twenty-four (24) hours notice to STUDENT to enter the room space at reasonable times for inspection and maintenance purposes and the right to enter the room space at any time for emergency repairs when immediate action shall be necessary or seem to be necessary for the protection of the STUDENT, the other residents, or the building, or HOUSE CORPORATION has reason to suspect a violation of the terms of this AGREEMENT or HOUSE POLICIES.
- 23) **GUARANTOR AGREEMENT – PROMISE TO PAY:** The undersigned Guarantor hereby binds himself or herself to be responsible for all provisions of this AGREEMENT, including but not limited to all financial obligations described herein.
- 24) **HEIRS, ASSIGNS, ETC.:** The conditions and covenants of this AGREEMENT extend and are binding upon the heirs, executors, administrators, representatives, agents, and successors to all parties, unless and until otherwise revised or terminated.
- 25) **SEVERABILITY:** If for any reason any clause or paragraph herein is deemed unenforceable, in whole or in part, all parties agree that the remaining enforceable portion of the clause or agreement, as the case may be, shall be binding and remain fully enforceable.

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

Tenant Agreement Accepted By STUDENT and GUARANTOR:

STUDENT'S ANTICIPATED GRADUATION DATE IS: _____

STUDENT:

STUDENT's signature: _____ Date: _____

STUDENT's name printed: _____

Telephone: _____ E-mail: _____

*****STUDENT Signature MUST be Notarized unless signed in the presence of a House Corporation officer.**

_____ HC Initial

The above, _____, appeared before me this _____ day of _____, 20__ and affixed his/her signature where so indicated.

Notary's Signature: _____ **Seal** _____

Term Expires: _____

GUARANTOR:

I understand that this guarantor agreement applies to all **Lease Renewals** and subsequent increases in rent. If I wish to terminate my guarantor status, I must do so prior to the above named LESSEE signing the Lease Renewal.

Guarantor's full legal name (print): _____

Home Address: _____

City/State/Zip: _____

Business Phone: _____ Home Phone: _____ Cell Phone: _____

E-mail: _____

Relationship to STUDENT: _____ Employer: _____

Guarantor signature: _____ Date: _____

*****STUDENT Signature MUST be Notarized unless signed in the presence of a House Corporation officer.**

_____ HC Initial

The above, _____, appeared before me this _____ day of _____, 20__ and affixed his/her signature where so indicated.

Notary's Signature: _____ **Seal** _____

Term Expires: _____

**Theta Chi Fraternity
Chi Chapter – Auburn University
LEASE AGREEMENT – SINGLE OCCUPANCY**

Emergency Contact Information

Emergency contact name: _____

Address: _____

City/State/Zip: _____

Business Phone: _____ Home Phone: _____ Cell Phone: _____

Tenant Agreement Accepted By HOUSE CORPORATION and SECURITY DEPOSIT in the amount of

\$ _____ received on _____ (date):

HOUSE CORPORATION President's signature: _____

Date: _____