**Housing Agreement**

**Beta Theta Pi at the University of \_\_\_\_\_\_**

**For the academic year \_\_\_\_\_**

*Editorial comments and explanations are in red and italicized.*

This signed agreement is due at chapter meeting on Monday, December 7, 2020.

*The distribution date and due dates for your lease should be driven by the off-campus rental market in your community. For many schools, students sign leases by late fall for the next academic year. Make sure your lease process is in synch.*

This agreement is made by and entered into between the (Official House Corporation Name) of Beta Theta Pi Fraternity (hereafter referred to as the “Owner”), a (State) not-for-profit corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [student name] (hereafter referred to as “Student” and defined as a registered student at the University of \_\_\_\_\_ and a new member or initiated undergraduate member in good standing of Beta Theta Pi Fraternity) and the Student’s parent(s) or guardian(s).

*In order to live and/or eat in the house, someone must be an undergraduate member in good standing. If a member goes inactive, resigns, or changes to early alumni status (as is common if the chapter undergoes a membership review of if there’s a behavior issue with an individual member), then the house corporation is no longer obligated to honor the lease. This is important language to have somewhere in your lease so that people who are no longer members can be removed from the house.*

Student’s Permanent Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s cell phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security number: \_\_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of parent(s) or guardian(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent(s) or guardian(s) permanent address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent(s) or guardian(s) cell or permanent phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If you collect SSN, then these documents need to be stored in a secure place to protect against identify theft. The SSN is helpful in case you ever send a member to collections.*

The term of this agreement is for the 2021-2022 academic year at the University of Illinois Champaign Urbana.

*Your lease should be reviewed and revised every year.*

In consideration of the mutual promises herein set forth, it is agreed:

1. Owner grants to Student privilege of occupying Owner’s chapter housing facility and surrounding premises located at (Address) , and the privilege of using Owner’s premises, furniture, household contents, and equipment that have already been or may be installed herein as long as Student shall keep the covenants and obligations herein set forth in a manner satisfactory to Owner.
2. The term of this agreement is defined as the 2021-22 academic year, specifically defined as August 22, 2021 through May 18, 2022. The house will be closed over winter break (but students do not need to move their belonging out of the house). *If you keep the house open during the summer, we recommend signing separate short-term leases with just those students who will be living there.*
3. In late winter the House Corporation will notify the chapter if the facility will be open during summer 2022. The availability of the house will be dependent on planned renovations. If the facility is open, Students will have the option of signing a new agreement for the summer term.
4. The Owner carries full replacement value insurance for the property and the equipment and furniture owned by the Building Association. The Owner is not responsible for any loss of, damage to, or theft of personal property of the Students, including vehicles parked on the premises. We recommend that the Student’s belongings be covered under their parent(s) or guardian(s) homeowner’s policy, or that the Student purchase renter’s insurance. *Only the property owned by the house corporation (e.g., kitchen equipment, furniture) is covered by your insurance. Personal property of students and guests is not covered. Some house corporations will purchase the renters policy for their house director, to cover their personal belongings.*
5. Damage and maintenance. The Owner will maintain the facility in manner that is consistent with local safety and building codes. To that end:
	1. Maintenance issues or damages should be immediately reported to the house manager or house director, who will work with the Owner on repairs.
	2. We recognize that there is a normal level wear-and-tear on any facility. However, if the damage or needed repairs are caused by the intent or neglect of one or more Students, those Students will be charged for the repairs (either by deducting from the security deposit or, if more than the deposit, by an additional billing). If the damage is to the common areas of the facility or if the responsible Students don’t identify themselves, then all members of the chapter (live-in and live-out members) will be charged for the repair. *We recommend that every member (live-in and live-out) pay a damage / security deposit. If there is damage that can’t be attributed to an individual, then all members’ deposits should be charged.*
6. Student agrees to comply with applicable local, state, and federal laws; university regulations; the bylaws, rules and Code of Beta Theta Pi Fraternity; the bylaws and rules of the (Chapter Designation) Colony / Chapter of Beta Theta Pi Fraternity; and the house rules as established by the (House Corporation Name). Student further agrees to be educated on and comply with the Risk Management Policy of Beta Theta Pi Fraternity. In the event that Student disobeys or disregards any such laws, bylaws, rules, or policies, the Owner reserves the right to terminate this agreement and immediately remove the Student from the facility without reimbursement of rent paid. *This is the language that allows the house corporation to void the lease in case of misbehavior by a student, regardless of whether that student remains a member of the chapter.*
7. Student may neither assign nor terminate this Agreement without prior written approval of the Owner.
8. Room rates include all utilities, including heat, water, trash removal, and internet. *Ideally, the room rate should include all utilities, to make it simple for students and their families (just as if they were living in a dorm).*
9. The Owner wants to provide a safe and competitive living environment for our Students and to have open communication about changing needs or building enhancements.
10. The house corporation provides internet access to support the academic goals of chapter members and guests. The house corporation is not responsible for any liability or damages that members or guests might incur from instances of identity theft or copyright infringement or use by individuals for illegal purposes, including but not limited to gambling or illegal downloads of protected material. *This language protects the house corporation from being involved / implicated in any illegal activities by members or guests that happen via the internet service you provide. It also protects against being asked for compensation related to identify theft or hacking that may have happened via your service.*
11. Parking Spaces. The facility includes a limited number of uncovered, unsheltered outdoor parking spaces. The Building Association and Chapter reserve the right (i) to control the method, manner and time of parking in parking spaces, (ii) to designate what portions of parking lot may be used for parking, and (iii) to tow away and store, at Student’s expense, any vehicle parked by Student (or Student’s guests) in spaces not so authorized by the Chapter. The Student acknowledges and agrees (i) that there are a limited number of parking spaces, (ii) that it is likely that some Students will not be assigned a parking space due to their limited availability, (iii) that the assignment of parking spaces shall be done in a manner consistent with best practices, and (iv) that failure to receive an assigned parking space shall not constitute a default of this Agreement. The Student acknowledges and agrees that the Chapter is not responsible for any damage that occurs to the Student’s vehicle while parked in House parking spaces. *On many campuses, parking is a valuable commodity. The house corporation is responsible for maintenance and upkeep of the parking lot and should decide how many spaces there are; make sure that they are adequately marked; that the parking lot complies with local ordinances for reserved or handicapped parking; and that the house director, cook, vendors and other guests have adequate parking. Beyond that, many house corporations let the house manager manage allocation and policing of parking spaces.*
12. Students and parent(s) or guardian(s) shall indemnify Owner against and save Owner harmless from any liability, loss, cost, injury, damages, destruction or expenses that may occur or be claimed by or with respect to any person or property on or about the facility and resulting from the use, misuse, occupancy or possession of the facility the Student, parent(s) or guardian(s) or their agents, employees, licensees, invitees, guests, assigns, or other person (except that this indemnity shall not apply to damages, injuries or other costs incident thereto found to be caused by the sole negligence of Owner). *This is very important language, as it protects the house corporation and individual volunteers from potential liability. The Cornerstone Housing Program is happy to review you lease and send it to our insurance experts to double-check your indemnification language.*
13. This agreement is to be executed in duplicate, one copy to be retained by Student and the original to be retained by the Owner. *It’s a best practice to distribute the lease, let students take two copies home, and then return two signed copies. A member of the house corporation should attend chapter and collect and co-sign each lease. That way, both the house corporation and the student have signed leases.*
14. In the event of default by the Student or his parent(s) or guardian(s), the Owner shall not be required to return any part of the security deposit, but may retain the deposit and apply it against actual damage sustained as a result of the default.
15. Lease termination. A Student who signs and then subsequently breaks this lease is obligated to pay 50% of the total remaining amount due. If the lease is broken by the Student after all fees have been paid, no refund will be given of the unused portions. *This is important language to include, but in practice many house corporations will negotiate with a student about refunding fees, especially if a student leaves school for health or family reasons.*
16. If the Student or his parent(s) or guardian(s) fails to pay rent or other charges agreed to be paid according to this Agreement, or if Student breaches any of the terms of this Agreement, or if the student is expelled as a member of Beta Theta Pi at the University of \_\_\_\_\_ colony / chapter, then Owner may give the Student or his parent(s) or guardian(s), five (5) days’ notice of such default or breach, and this Agreement shall terminate accordingly, and the Student shall vacate the premises. If this Agreement is so terminated, the Student agrees to pay 50% of the remaining fees for the semester, and that the Student shall be responsible for all costs, including reasonable attorney fees incurred by Owner to enforce this Agreement.
17. This Agreement is made under, is subject to, and shall be interpreted in accordance with the laws of the State of \_\_\_\_\_. If any provision is contrary to any applicable and controlling federal, state or local law or regulation, it shall be severed from the Agreement and not affect the validity of the Agreement. This Agreement constitutes the entire contract between the parties hereto, and there are no other understandings or representations. This Agreement may not be changed, modified or amended, in full or in part, except in writing, signed by all parties.
18. No forbearance or neglect on the part of Owner to enforce any of the provisions of the Agreement shall be construed as a waiver of any of it rights or privileges hereunder.

**Important Dates**

* Dec 7, 2020: Signed leases are due.
* August 22, 2021: House opens for the semester (tentative, will be confirmed by March 1, 2021).
	+ All room and board must be paid in full before this date. See “Payment Due Dates” section for details.
* August 23, 2021: Move-in day (tentative, will be confirmed by March 1, 2021).
* August 24, 2021: Meal service begins (dinner).
* August 25, 2021: First day of classes.
* December 20, 2021: House closes for winter break.
* January 17, 2022: House opens for spring semester.
* May 18, 2022: Last day for move-out; house closes for the summer.

Additional open / close dates for the academic year (e.g., Thanksgiving break, spring break) will be communicated to the chapter by the house manager at least two weeks in advance.

*Having an overview of important dates in the lease clarifies expectations and makes sure that each student (and his parents) have this information.*

**Room and Board Rates**

Student will be living in a (check one):

|  |  |
| --- | --- |
|  | **On-campus housing facility where a university meal plan is provided. List dorm name:** |
|  |  |
|  |  |
|  | **Off-campus facility (e.g., off-campus apartment)** |
|  |  |
|  | **In the chapter facility: Single Room** (if available; singles will be assigned based on process described below) |
|  |  |
|  | **In the chapter facility: Double Room** |
|  |  |
|  | **In the chapter facility: Special Circumstances.** This option is only for chapter president, house manager, and students living in the facility for only one semester. Please describe your special circumstance: |

*It’s a best practice to have every member of the chapter sign a lease, regardless of where they’ll live the next year. That way the house corporation has documentation of exactly who is living in, living out, who is participating in the meal plan, etc. Having a signed lease ensures that every member has read and acknowledges the rules of the facility and his responsibility for paying house fees.*

**Parking Space**

|  |  |
| --- | --- |
|  | **YES, I would like to request a parking space at the facility for the 2021-22 academic year (for live-in members only).** |
|  | Cost per semester = $150.The house manager will process requests and notify Students who are selected. Parking fee will be included in the first billing cycle of each semester. |

*There are many ways to manage your parking spaces, this is just one way to do it. If parking is in high demand on your campus, make sure that you’re charging at least market rate for that benefit.*

**Meal Plan**

We believe that sharing meals is an important component of Brotherhood in Beta Theta Pi. Therefore, every member must participate in the meal plan at some level. The Building Association will provide a meal plan as follows:

* Live-In Students:
* Breakfast: Monday through Sunday (7 per week)
* Lunch: Monday through Friday (5 per week)
* Dinner: Sunday through Thursday (5 per week)
* *Every campus has a slightly different culture around which meals to provide, especially on weekends. Ask other house corporations what they do.*
* Live-Out Students (living off campus where no university meal plan is provided)
* Dinner: Sunday through Thursday (5 per week)
* *In this instance, we assume that off-campus guys are cooking for themselves and not participating in a university meal plan. They pay for 5 dinners a week.*
* *Please note that most campus meal plans these days aren’t for a set number of meals. Instead, parents put money into a “food bucks” account, like a debit card, that the student can use to eat anywhere on campus (dining hall, student union, on-campus convenience store). As they swipe their ID, money is deducted from their account. Therefore, you don’t have to worry that requiring students to eat at the house means they’re missing on-campus meals they’ve paid for.*
* Live-Out Students (living in a university facility where a university meal plan is required)
* Dinner: 1 night a week in conjunction with chapter meetings
* *In this instance, we assume that on-campus students are participating in some kind of meal plan. Therefore, we only expect them to eat dinner at the house one night a week.*
* Pledges (during pledge semester)
* Dinner: 1 night a week in conjunction with pledge meetings
* *Although we assume that most pledges are living on campus in freshman dorms, we expect them to eat dinner at the house one night a week. Many chapters subsidize the cost of this once-a-week pledge dinner and budget for it as part of the pledge program.*

Members will be surveyed before fall semester about any food allergies and religious or health restrictions. The Building Association will make every reasonable attempt to accommodate those needs.

*We strongly encourage house corporations to offer a meal plan. Not only is it a great way to build Brotherhood, but it should be a profit center for your operation. Most successful house corporations mark up their meal plan by 10 – 15%.*

Members are encouraged to bring guests for meals and must notify the house manager and chef per their instructions. Students will be billed for guests as follows:

* Breakfast: $5.00
* Lunch: $7.00
* Dinner: $10.00

*There are various ways to manage the guest meal charges. This is typically handled by the house manager, working with the chapter treasurer and house corporation treasurer.*

**Parlor Fee**

Every member of the chapter is expected to pay each semester toward their use of the common space in the facility. The parlor fee represents the investment that every member makes in the present and future of his chapter but in no way reflects a lease-hold interest in the property. These funds are used for maintenance and renovation of the facility and other priorities as determined by the Building Association. The parlor fee for 2021-22 are as follows:

* Pledges: $100 during pledge semester.
* Live-in members: $150 per semester.
* Live-out members: $500 per semester.

*Some house corporations charge the parlor fee only to men who live out of the house. We recommend that everyone pay and that the habit should start during the pledge semester, and that out-of-house guys pay more*

**Security Deposit**

Every member of the chapter, including pledges, pays a security or damage deposit every year, which is used to offset any damage to the facility. The security deposit balance will be refunded no more than 30 days after move-out inspections have been completed. The security deposits are as follows:

* In-house member or pledge: $700.
* Out-of-house member or pledge: $250.

*Every member should pay a security or damage deposit (in some cases out-of-house guys cause as much, if not more, damage than guys who live in). Billing systems like Billhighway make it very easy to manage deposit balances and charge against them.*

**Rates for 2021-2022**

*The tables below delineate the room and board costs, per semester, based on room type. We like this layout because parents can easily compare costs to other housing options and everyone clearly understands how much they’re paying, and for what.*

**Live-In; Single Room**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Fall Semester****2021** | **Spring Semester****2022** | **Total Academic Year** |
| **Room** | 3,000 | 3,000 | 6,000 |
| **Meal Plan** | 1,600 | 1,600 | 3,200 |
| **Total** | **4,600** | **4,600** | **9,200** |

*Note that it costs $1,000 more per year to live in a single. Your house corporation should determine capacity, compare that to chapter size, and determine the total number of bed spaces you need to fill. Some house corporations offer singles, doubles, and triples and charge different amounts for each.*

**Live-In; Double Room**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Fall Semester****2021** | **Spring Semester****2022** | **Total Academic Year** |
| **Room** | 2,500 | 2,500 | 5,000 |
| **Meal Plan** | 1,600 | 1,600 | 3,200 |
| **Total** | **4,100** | **4,100** | **8,200** |

**Live-Out, Non-university housing**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Fall Semester****2021** | **Spring Semester****2022** | **Total Academic Year** |
| **Room** | 0 | 0 | 0 |
| **Meal Plan** | 750 | 750 | 1,500 |
| **Total** | **750** | **750** | **1,500** |

**Live-Out, University Housing**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Fall Semester****2021** | **Spring Semester****2022** | **Total Academic Year** |
| **Room** | 0 | 0 | 0 |
| **Meal Plan** | 200 | 200 | 400 |
| **Total** | **200** | **200** | **400** |

**Pledge Semester, Living Out**

|  |  |
| --- | --- |
|  | **Per Semester** |
| **Room** | 0 |
| **Meal Plan** | 200 |
| **Total** | **200** |

*This assumes that pledges do not live in the house. If they do, then of course they would pay room and meal plan.*

**Payment Due Dates**

**Live In Members**

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment Dates** | **Invoice Date** | **Due Date** | **Full Payment Credit\*** |
| Fall |  |  |  |
| Installment 1 | July 1 | July 15 | $250  |
| Installment 2 | August 1 | August 15 |  |
|  |  |  |  |
| Spring |  |  |  |
| Installment 1 | December 1 | December 15 | $250  |
| Installment 2 | January 1 | January 15 |  |

*\* If the full amount owed for the semester is paid by this date, Student can deduct this amount. This is a bonus for paying in full by the first due date.*

*We strongly recommend that all housing fees for the semester be paid BEFORE move-in day. That is powerful leverage to get men to pay on time. With online billing tools like Billhighway, it’s easy to do itemized billing and have members and parents receive bills in mid-summer. Incentives like a full payment credit encourage people to pay in full (just like most universities expect bills to be paid by the beginning of the semester). Another advantage of billing and collecting early is that the house corporation has the cash they need to kick off the semester (late summer cleaning, final repairs, furniture replacements, advance payment to kitchen operations).*

**Payment Due Dates for Live-In Members Using Financial Aid**

The Building Association understands that some Students rely on financial aid and that those payments typically are disbursed in early September. Live-in Students who rely on financial aid to pay room and board should indicate as such in the space below; the Building Association will review these exceptions and contact the student about revised payment deadlines. Students will be asked to provide a copy of their financial aid award letter.

*We understand that many students rely on financial aid that those awards aren’t made until after the start of the semester. However, students should be required to show evidence that they are waiting for financial aid and need to pay later.*

**Live Out Members**

|  |  |  |
| --- | --- | --- |
| **Payment Dates** | **Invoice Date** | **Due Date** |
| Fall | August 1 | August 15 |
| Spring | January 1 | January 15 |

**Special Provisions**

Certain special circumstances apply as follows:

* Chapter president: Gets a single room at a 50% discount off the single room rate. He must pay regular rates for meal plan and savings fee. The chapter president gets a free reserved parking space. *Most house corporations offer some concessions to the chapter president, whether it’s a discount or a special room.*
* House manager: Gets a single room but pays the double rate. He must pay regular rates for meal plan and savings fee. The house manager gets a free reserved parking space. *Some house corporations offer some concessions to the house manager, whether it’s a discount or a special room.*
* If there are more requested singles than are available, the house manager will assign singles using this priority order:
	1. Members of the chapter executive board.
	2. Year in school (seniors get priority, then juniors, etc.).
	3. Cumulative GPA (higher GPAs get priority).

**Building Association Contacts**

The Building Association is a group of Beta Theta Pi alumni and professional staff who care deeply about the men in the chapter and in the long-term success of Beta Theta Pi at the University of \_\_\_\_\_\_. We welcome questions, comments, and suggestions and encourage you to contact us:

**List out President and Treasurer of House Corporation Contact Information**

*Members and parents deserve to know who the leaders of the house corporation are and how to contact them, should they have questions or concerns. This also demonstrates a sense of transparency and openness.*

In Witness Whereof, the parties have executed this Agreement by the duly authorized officers of the (House Corporation Name) and by the Student this \_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**On behalf of the Student:**

|  |  |
| --- | --- |
| Signature of Student: |  |
| Signature of Parent(s) or Guardian(s): |  |

**On behalf of the (House Corporation Name):**

|  |  |
| --- | --- |
| Board Member |  |
| Date co-signed |  |

**House Rules**

*Revised December 2020*

*House rules should be developed jointly with chapter leaders and revised once a year. Typically, the chapter makes suggestions, which are brought to the house corporation board by the house manager and / or chapter president. The house corporation should respond to chapter proposals in a timely manner. House rules should be reviewed by the house manager at least once a semester during chapter meeting.*

The following rules are a binding part of your agreement with the (HC Name) (“Owner”). We provide these rules for your benefit and to create a safe and desirable living environment that supports your goals as a student and as a Man of Principle of Beta Theta Pi Fraternity.

A violation of these rules constitutes a default of the agreement and Owner may proceed with an eviction action or other legal proceedings provided for under the agreement and provided by law. In accordance with your agreement, and security deposit thereunder, you will be charged for violation of these rules in order to offset those increased costs.

These house rules for the 2021-22 academic year are as follows:

1. The Student will maintain his sleeping room in a safe and sanitary condition. Student shall dispose of all garbage and other waste in a safe, clean and sanitary manner. Student agrees to operate all fixtures, including electrical and plumbing fixtures and appliances properly. Student will refrain from intentionally or negligently destroying, defacing, damaging or removing any fixtures, furniture, appliance or any other part of the room or the property of the Owner.
2. Dishes, silverware and glasses can be used only in the dining room; they cannot be taken up to sleeping rooms. Any food or beverages stored in sleeping rooms must be kept in sealed containers. All food trash must be deposited in the first floor kitchen trashcans. The purpose of this rule is to promote cleanliness and prevent bug infestations on the second and third floors.
3. Meal times will be posted outside the kitchen. Students who are unable to eat during regular meal times due to classes or work may request a late plate according to the process established by the chef.
4. Students are not allowed on any roof or outside ledge of the chapter facility, including the roof of the front porch.
5. Students will be assigned to a specific sleeping room and roommate (if a double) at the beginning of the semester. Any changes to room assignments should be requested through the house manager and approved by the Building Association before any changes can be made.
6. The house manager will maintain a master list of room assignments and roommates. A copy of this will be given to the Building Association and the house director.
7. Every sleeping room will be outfitted with a bed (with mattress), desk (with chair), and clothing storage areas / furniture. Due to the potential for bed bugs, Students may not bring their own mattresses.
8. The entire property (including the parking lot) is smoke free. This includes electronic cigarette products.
9. The entire property (including the parking lot) is alcohol free.
10. The entire property (including the parking lot) is drug free. No illegal drugs may be possessed or consumed on the property.
11. In compliance with the Code of Beta Theta Pi, no pets or animals are allowed in the facility. A Student who has a medical need for a companion animal should contact the Building Association for reasonable accommodation.
12. Students agree to keep the sidewalks, doorways, windows, and stairwells free of personal items and obstructions.
13. Students agree not to place locks on any door, except those already provided by the Building Association, without permission from the Building Association (requests can be made through the house manager).
14. Candles, incense, and open flames are not allowed in the chapter facility. For purposes of celebrating Beta’s ritual, flameless or battery operated candles must be used.
15. Toasters and toaster ovens are not allowed in sleeping rooms.
16. Space heaters are not allowed in the chapter facility.
17. Waterbeds are not allowed in the chapter facility.
18. Surge Protectors. Surge protectors are allowed. They must be surge protectors, not multi-plug adaptors without surge protection.
19. Extension Cords. Extension cords are not permitted, unless the extension cord is plugged into a surge protector. Extension cords may not be placed where they may cause tripping hazards, such as across a doorway.
20. Guest policy:
	1. Guests, including vendors and maintenance workers, must be escorted inside the facility.
	2. The house manager must be notified of overnight guests, so that we have an accurate count of who is in the building, should there be an emergency.
21. Quiet hours. The purpose of quiet hours are to promote academic success and provide an environment that is peaceful and safe. To that end, the house manager will work with the chapter executive board and advisors to establish quiet hours for the facility.
22. Students are responsible for normal maintenance of their sleeping rooms, including floors, windows, carpets, and furniture surfaces.
23. In the sleeping rooms, items can be hung on the walls only by the use of Plastictac or another method that will not mark or mar the wall surface. Students cannot put nails, picture hangars, or other permanent fixtures into the walls.
24. Cleaning of the common areas (e.g., first floor, bathrooms, hallways) will be done by all members of the chapter in a schedule and method to be determined by the house manager.
25. Parking is allowed only in the parking lot in available spaces as assigned by the house manager. Parking on the lawn is not allowed.
26. Firearms are not allowed in the chapter facility. This includes handguns, pellet guns, paintball guns, bow and arrow, or any device capable of expelling or propelling a projectile.
27. Fireworks, explosive devices, and flammables are not allowed in the chapter facility.
28. Cookers. Charcoal or gas cookers (grills and smokers) are not allowed on or about the facility, except as used by our food service provider.
29. Students agree to allow access to the facility, including their sleeping rooms, for repairs, alterations, improvements, inspections, or re-supply. Where possible, advance notice will be given before entering sleeping rooms.
30. Laundry Room. The laundry room is to be kept clean at all times. The Student is expected to complete the washing and drying of his clothes promptly once undertaken. Under no circumstances should any of the Student’s clothes be left in the laundry room longer than twenty-four (24) hours. Empty detergent boxes, softener containers, softener cloths, etc. shall be placed in the trash container in the laundry room. Lint must be removed from dryers when use of such equipment is completed and placed in the trash container in the laundry room.
31. The Building Association and house manager will oversee a check in / check out procedure in August, December, January and May. This will include a room inspection checklist, where the Student and the Owner will mutually agree on the condition of the room and contents and document any damage to the facility.

**SUBSTANCE-FREE CHAPTER FACILITY:** Tenant represents and warrants to Landlord that Tenant accepts, acknowledges and agrees to be bound by the following terms and conditions concerning the use, distribution, consumption, manufacture, storage and/or possession (collectively, “Use and Consumption”) of all alcohol and Controlled Substances. For purposes of this Lease, the term “Controlled Substance” shall mean all illegal and illicit substances and drugs, marijuana or any other controlled substances without an appropriate prescription issued to the user by a licensed professional. For purposes of this Lease, the term “Tenant’s Guests” shall mean any invitee, guest, agent, or any other person permitted to enter the Fraternity House by Tenant.

A. **Controlled Substances**. At all times, the Use and Consumption of a Controlled Substance by Tenant in any manner in any area of the Fraternity House (including Tenant’s Room) is strictly prohibited. This includes, but is not limited to, the Use and Consumption of a prescription drug by Tenant for which Tenant does not have a prescription from a licensed physician written in his individual name. Tenant is responsible to ensure that all of Tenant’s Guests comply with terms of this Section \_\_\_ and failure of Tenant’s Guest to comply with this paragraph shall constitute a default of this Lease by Tenant.

B. **Alcohol**. If Tenant is under the age of 21 then the Use and Consumption of alcohol in any manner in any area of the Fraternity House (including Tenant’s Room) is strictly prohibited. In addition, regardless of whether Tenant is under or over the age of 21, the Use and Consumption of alcohol in any common area of the Fraternity House is strictly prohibited. This includes all interior and exterior areas of the Fraternity House that is not a Room (including, without limitation, chapter rooms, parlors, social halls, kitchens, libraries, alumni rooms, dens, social media rooms, exterior yards, porches, roofs, and parking lots). The consumption of alcohol by Tenant is only permissible if Tenant is over the age of 21 and the consumption of alcohol is contained to within the confines of Tenant’s Room or the Room of another tenant who is over the age of 21. Under no circumstances shall Tenant consume alcohol in a manner that is inconsistent with moderate alcohol consumption or otherwise in violation of applicable laws. Tenant is responsible to ensure that none of Tenant’s Guest consume alcohol in any common areas of the Fraternity House and that Tenant’s Guests that consume alcohol in Tenant’s Room are over the age of 21 and otherwise comply with the terms of this Section \_\_\_. Failure of any Tenant’s Guests to comply with terms of this Section \_\_\_ shall constitute a default of this Lease by Tenant.

C. **The Fraternity’s Substance-Free Policies**. Tenant must abide by the terms of the Risk Management Policy of Beta Theta Pi. The Use and Consumption of all alcohol and Controlled Substances in the Fraternity House shall be in strict accordance with all applicable law, the terms of this Section \_\_\_ of this Lease and the Substance-Free Policies. The execution of this Lease by Tenant constitutes Tenant’s agreement to be bound by the terms and conditions of the Substance-Free Policies. Landlord’s remedies against Tenant for violating this Section \_\_\_ shall be in addition to any disciplinary action that Beta Theta Pi Fraternity may impose against Tenant as member of the Beta Theta Pi Fraternity.

D. **Landlord’s Right to Terminate.** In the event that Tenant violates the conditions set forth in this Section \_\_\_ of the Lease, then, in addition to all other remedies provided to Landlord under this Lease and/or by law or equity, Landlord shall have the immediate right to terminate this Lease by giving Tenant written notice of such termination (“Termination Notice”) in which case Tenant shall surrender its Room within five (5) days of receiving such Termination Notice and forfeit the Security Deposit (notwithstanding any provision of Section \_\_\_ and any rents that have already been paid or pre-paid as of the date of the Termination Notice. In the event the residential landlord/tenant laws of the state in which the Fraternity House is located requires a longer notice period prior to termination then Tenant shall be provided the shortest amount of notice allowed under the law prior to being required to surrender the Room. For the sake of clarity, if Landlord terminates the Lease in accordance with the terms of this Section \_\_\_, Tenant shall have no right to reimbursement of the Security Deposit, or any part thereof, or to any rent (whether in advance or in arrears) paid as of the date of the Termination Notice. Any rent that is due and owing, but not yet paid, as of the date of the Termination Notice shall be due and payable within ten (10) days of the date of such Termination Notice.