

HOUSING AGREEMENT

This Housing Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by and between the Gamma Theta Chapter of Delta Tau Delta, Inc., a Kansas not-for-profit corporation ("House Corporation"), the Active Chapter of Gamma Theta Chapter, Delta Tau Delta Fraternity ("Fraternity"), _____, an active member of the Fraternity ("Student") and the Student's parent(s) or legal guardian(s) whose name(s) is/are _____ ("Parents/Guardians"). Sometimes hereinafter the Student and the Parents/Guardians are collectively referred to as the "Obligors".

WITNESSETH:

WHEREAS, the House Corporation and the Fraternity maintains a fraternity house at Baker University ("University"), located at 604 Fifth Street, Baldwin City, Kansas ("Premises") providing room and other programs to members of the Gamma Theta Chapter of the Delta Tau Delta Fraternity who are undergraduate students at the University; and,

WHEREAS, the House Corporation desire to provide Student with a room and the use of some common areas at the Premises during the term specified in this Agreement subject in all respects to the rules and regulations of Baker University, the Fraternity, and the House Corporation as set out in Section 18 and incorporated herein by reference; and,

WHEREAS, the Fraternity will provide direction given to benefit the of Student while he is an undergraduate member of the Gamma Theta Chapter of the Delta Tau Delta fraternity during the term specified in this Agreement subject in all respects to the rules and regulations of Baker University, the Fraternity, and the House Corporation as set out in Section 18 and incorporated herein by reference; and,

WHEREAS, Student and the Parents/Guardians are desirous of obtaining a room and other programs provided by the Fraternity and House Corporation; and,

WHEREAS, the parties wish to enter into a written agreement providing for the terms and conditions of Student's tenancy and occupancy at the premises as set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period commencing August ____, 2011 up to, and including, May ____, 2012, at the conclusion of the University's spring academic term.

2. The House Corp and the Fraternity shall provide food service to the Student until the expiration of the term of this Agreement. If the House Corp, for whatever reason, is unable or elects not to provide food service to the Student at any time, the House Corp may offer the option of a catering service for which the Student shall pay at cost. In such case, the cost of the food service set forth in paragraph 5 below will be adjusted accordingly. The House Corp shall not be responsible for quality or operation of any catering service but will assist in coordinating the catering service with the Student. Obligors agree that the House Corp and the Fraternity's inability to provide uninterrupted food service to the Student shall not be a breach of this Agreement.

3. The House Corp has taken reasonable means and methods to estimate the cost of providing food service. However, in the event House Corp's cost of providing normal, usual and reasonable food service increases beyond that which has been provided in this Agreement, the House Corp will have the right to increase the charge for food service accordingly. If the food service payment is

increased by the house Corp as provided herein, than a Revised Schedule of Costs shall be prepared, delivered to the Obligor and such Revised Schedule of Costs shall be binding on the Obligor.

4. The House Corporation agrees to provide the use of a room at the Premises wherein the Student may reside. The Student shall have the use of all common areas in the Premises along with the other Students residing at the Premises. The selection of the room shall be a matter between the Student and the Fraternity. Two Students may occupy the same room but, unless otherwise agreed to in writing, the amount of the rent and other programs will remain the same as to each Student.

5. Obligor agrees to pay on a monthly basis the Fraternity and House Corporation rent, food, dues required to be paid as a member of the national fraternity and liability insurance coverage from Delta Tau Delta in the total amount of \$625.00. Any incidentals will be based on individual charges and billed accordingly.

The cost listed above are, to some extent, dependent upon the number of Students who occupy the Premises under this Agreement.

6. All payments of rent or other payments required by the provisions of this Agreement which are not paid within 10 calendar days from the date such payments were originally due shall be in default. All such payments continuing in default after 10 calendar days from the date such payment due, shall be assessed a service charge of 1.25 percent per month on all delinquent funds. Failure to make payment within 11 days after the due date will subject the Student to removal from the Premises. Student should be aware that other actions, such as expulsion of the Student from the Fraternity or other collection actions will be taken in the event the Student is removed from the Premises.

The payment for rent, dues, insurance, and incidentals are interdependent and therefore a Student cannot elect to pay rent and opt out on food, dues, insurance, or other.

7. The House Corporation and the Fraternity intend to employ Omega Financial as their billing and collection agency and the Obligor agrees to make all payments due under this Agreement to Omega Financial and to provide Omega Financial with information as may be reasonably requested by Omega Financial. Billing statements specifying the amount of the then-current payment(s) due will be given to the Student and the Parents/Guardians.

8. The House Corp and the Fraternity understand that many Students utilize financial aid to make the payments required by this Agreement. It is also understood that the Students may do not always receive financial aid in a timely manner at the beginning of the fall and spring academic terms. If the Student is applying for financial aid to pay any of the amounts due under this Agreement, the Student agrees to execute a Financial Aid Information form authorizing the House Corp to gain access to such information.

9. Obligor agrees to tender to the House Corporation a security deposit in the amount of \$250.00 before the Student will be allowed to reside within the Premises. The Fraternity may withhold all or a portion of this security deposit in the event of a breach of this Agreement or in the event of a default or other circumstance as specified herein. In the absence of such a breach or default, the security deposit shall be refunded within thirty (30) days following expiration of this Agreement, as set forth herein.

10. Obligor shall be liable for any and all damage or destruction caused by Student or his guests either intentionally or negligently, where individually or in concert with others, to the real property (including, but not limited to, buildings and appurtenances) or personal property (including, but not limited to, fixtures, furnishings, and supplies) owned by the House Corporation or the Fraternity. If any of the aforementioned said real property or personal property is damaged or destroyed by Student or his guest(s) as provided herein, the Fraternity shall immediately assess the cost thereof, and any fines imposed by reason of the actions of such person, and such amount of damage or destruction and fines shall become immediately due and payable by the Obligor.

11. The House Corporation or the Fraternity shall, at its option and upon ten (10) days notice to Student, be entitled to immediately cancel this Agreement upon occurrence of any of the following conditions:

- A. violation of any of the rules and regulations of the University by Student;
- B. violation of any of the rules and regulations of the Fraternity by Student;
- C. expulsion or dismissal of Student by the University, or withdrawal from the University by Student;
- D. failure by Student to make the payments provided herein;
- E. failure by Student to comply with any term, provision, or covenant of this Agreement or the Rules and Regulations detailed in Section 18 hereof;
- F. expulsion of Student from the Fraternity either as a member or prospective member;
- G. conduct unbecoming of a member of the Fraternity by the Student; and/or
- H. voluntary withdrawal by Student from membership or prospective membership in the Fraternity.

The Student agrees to sign a Code of Conduct prepare by the Fraternity containing reasonable requirements of conduct and responsibilities.

Upon cancellation of this Agreement as set forth in this Paragraph, the House Corporation and the Fraternity shall be entitled to immediate payment of all amounts due up to, and including the time of such cancellation. Additionally, the Premises occupied by the Student shall be surrendered and vacated immediately and possession thereof delivered to the House Corporation and the Obligors, at that time, shall grant to the House Corporation full and free license to enter Student's Room on the Premises, with or without process of law, and to expel or remove Student and any and all property there from, using such lawful and peaceable force as may be necessary.

12. This Agreement shall terminate in case of illness or disability of Student, provided:

- A. Student presents proper documentation by a licensed physician, evidencing Student's illness or disability; and
- B. a majority of the sitting Members of the governing House Corporation and Fraternity approves of such termination after receipt of the aforesaid documents evidencing illness or disability.

Upon termination of this Agreement as set forth in this Paragraph, the House Corporation shall be entitled to immediate payment of all amounts due up to, and including the time of such termination.

13. If the Premises becomes unavailable for Student's use for any reason, the House Corporation shall have the right to either (a) terminate this Agreement, in which case the House Corporation shall refund to Student any prepaid room rental fees prorated on a daily basis, or (b) provide alternative living accommodations during the period of interruption. If the House Corporation elects to provide alternative living accommodations in the event of interruption of services, the Obligors shall not be entitled to any abatement or reduction of room rental fees on account thereof.

14. In the event that the Premises shall become uninhabitable due to fire, explosion, water, or other acts of God, this Agreement shall immediately become null and void.

15. Obligors agree that the neither the House Corporation, the Fraternity nor any of their officer, directors, members, agents or representatives shall be liable for any personal injury to the Obligors or their guests or for any damage any personal property of the Obligors or of any guest of the Obligors on the Premises, except for acts or omissions of gross negligence or the said House Corporation, the Fraternity nor any of their officer, directors, members, agents or representatives.

16. Obligor and consent to a reasonable search of Student's Room and personal property within, at or near the Premises, at all reasonable times and without prior notice. Such search may be conducted by any authorized officer or designee of the University, the House Corporation, or the Fraternity, or by a law enforcement office acting on their behalf. Obligor further agree that, upon request, they will open any locking devices and remove any impediments to such a search.

17. In the event of any litigation between the parties hereto arising out of this Agreement or the Premises, whether for failure to pay the payments due hereunder when due and payable or otherwise, the prevailing party, if allowed by law, shall be allowed reasonable attorney's fees expended or incurred in any such litigation, to be recovered as part of the costs therein.

18. The following rules and regulations are established by the House Corporation for Students at the Fraternity. These rules are in addition to all local laws, University rules and regulations, and Fraternity rules and regulations.

- A. Students and their guests will at all times adhere to federal, state, county, and city laws and ordinances while on the Premises or on the property of the Fraternity, or in connection with any Fraternity-sponsored event.
- B. All Students will live in the Fraternity unless a written proposal is presented and accepted in writing by the House Corporation.
- C. All Students will make payments in accordance with the Fraternity's established billing procedures or will be subject to House Corporation guidelines for collecting unpaid accounts.
- D. All garbage and refuse shall be disposed of in a timely manner.
- E. All personal belongings will be stored in the Student's assigned room and not in hallways, closets, or other common areas.
- F. Any phone service desired by Student will be ordered by and paid for directly by Student.
- G. No additional locks shall be placed on any door in the Fraternity. No existing locks shall be changed or otherwise altered without the written consent of the House Corporation.
- H. Students may use carpet to cover the flooring in their room provided it is not attached in any way.
- I. No alterations may be made to the built-in room furniture which includes, but is not limited to, beds, ladders, desks, shelving, cabinets, closets and doors.
- J. Students will be allowed to paint walls in their rooms. Only neutral, non-primary colors are allowed to be used for this purpose. No trim, ceilings, cabinets or other woodwork may be painted. All painting tools and supplies are to be cleaned in the Fraternity closet. Paint is not to be disposed of in any drain at or upon the Fraternity Premises.
- K. Students will be allowed to hang pictures, posters, mirrors or other reasonable items to the walls in their rooms as long as it is done with tacks or small nails and no damage is done to the walls beyond normal wear and tear. No shelves, cabinets or other larger items may be attached to the walls or any other part of the room. What is deemed a reasonable item will be at the sole discretion of the House Corporation.
- L. No major appliances including, but not limited to, air conditioners, heaters, washing machines, dryers, ovens, and refrigerators, will be allowed in the Student's room. Small dorm-size refrigerators will be allowed as long as the total capacity does not exceed three (3) cubic feet.
- M. No candle, tobacco or similar substances, incendiary substances or devices shall be stored, lit or ignited in at or upon the Fraternity Premises.
- N. Absolutely no firearms, ammunition, fireworks or explosive material of any kind shall be kept on or discharged or ignited in, at or upon the Fraternity Premises .
- O. No pets of any kind may be kept in, at or upon the Fraternity Premises

- P. No more than one vehicle, meaning automobile, light truck or van, belonging to, or regularly operated by the Student, shall be kept on the Premises. Student may have one motorcycle in addition to one automobile. No motor homes, campers, trailers, boats, tractor trailer trucks, dump trucks, school buses, flat beds trucks or any other motorized vehicles are permitted on the Premises at any time without the written consent of the House Corporation. All vehicles will be parked in the south parking lot and not on any part of the yard or in the front drive.
- Q. Students, guests, invitees and anyone on the Premises, in addition to abiding by any local, state or federal laws or rules regulating the possession, use or ingestion of alcohol or controlled substances, shall abide and adhere to any rule or regulation established by the House Corporation or the Fraternity in regard to said alcohol and/or controlled substances, which rules and regulations may be amended, altered or changed by the House Corporation and/or the Fraternity at any time at their sole discretion.
- R. Obligors shall not make or cause to be made any alteration, addition, improvement, or change on the Premises or any part of the Premises without first obtaining the House Corporation's consent, which consent shall not be unreasonably withheld.

19. Except as otherwise provided herein, any subsequent alteration, amendment, change, or addition to this Agreement shall not be binding upon the parties hereto unless reduced to writing and signed by the parties.

20. The section numbers of this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections nor in any way effect this Agreement.

21. If any term, covenant, or condition of this Agreement or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant, or condition of this Agreement shall remain in full force and effect.

22. Obligors agree that they will not assign any interest he may have in this Agreement.

23. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors, and assigns.

24. Obligors agree to indemnify, defend and hold the House Corporation, the Fraternity, and their respective agents, officers, employees and directors harmless from and against any and all liability, loss, cost, damage or expense arising out of or related to any act or omission of Obligors or any of Obligor's invitees.

25. Obligors understand and agree that the House Corporation, the Fraternity, and their respective agents, officers, employees and directors are limited in their ability to protect Obligors, Obligor's occupants, guests and invitees from crime, accident, or natural catastrophe and that Obligors are better able to evaluate individual risk and loss and obtain insurance to protect against such events.

26. By executing this Agreement the Parents/Guardians of Student agree to be jointly liable for and further agree to the full and timely payment and performance of all obligations required under the terms of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

HOUSE CORPORATION:

Gamma Theta Chapter of Delta Tau Delta, Inc.

Printed Name: _____

Signed: _____

Title: _____

OBLIGORS:

Student Name: _____

Student SSN: _____

Permanent Address: _____

Phone: _____

Email: _____

Parent Names: _____

Permanent Address: _____

Phone: _____

Email: _____

Signed:

Signed: