

Member's Name: _____

Date: _____

GAMMA THETA CHAPTER, DELTA TAU DELTA, INC.

HOUSING CONTRACT

THIS HOUSING CONTRACT (the "Contract") is made by, between and among Gamma Theta Chapter, Delta Tau Delta, Inc., a not-for profit Kansas corporation (hereinafter the "House Corporation"), the undergraduate active Gamma Theta Chapter of the Delta Tau Delta Fraternity (hereinafter the "Fraternity") and the undersigned member of The Gamma Theta Chapter Delta Tau Delta (hereinafter the "Member").

The housing involved in this Contract is located at 604 Fifth Street, Baldwin City, Kansas (hereinafter the "Chapter House")

The parents and/or guardians of their son, who is a member of the Fraternity, are also parties to this Contract as their signature as Guarantor(s) pursuant to a Guaranty agreement are required hereunder.

WITNESSED:

IN CONSIDERATION of the mutual promises, covenants, and agreements hereafter set forth, the parties agree to the following terms and conditions.

1. Term. The term of this Contract shall begin on or about August 15, 2019, and, with certain acceptable reasons and/or exceptions, the Contract shall end upon the member's graduation from Baker University. Some of the acceptable reasons and/or exceptions for termination or for temporary leave from the application of certain of the terms and conditions of this Contract are as follows:
 - a. The Member's graduation from Baker University;
 - b. The Member's permanent withdrawal from Baker University, Baldwin City, Kansas;
 - c. The Member's effective resignation from the Delta Tau Delta Fraternity. (Note: In accordance with the Delta Tau Delta Fraternity, of which Gamma Theta fraternity is a chapter, a resignation cannot be accepted as long as the member seeking to resign is indebted to the Delta Tau Delta Fraternity, the Gamma Theta Chapter Delta Tau Delta or Gamma Theta Chapter, Delta Tau Delta, Inc.);

- d. The Member is granted an exemption from residing in the Chapter House following a determination of such pursuant to the terms, provision and rules of the Fraternity and the House Corporation.

Unless a member has acceptable reasons and/or exceptions for termination or for temporary leave from the application of certain of the terms and conditions of this Contract, the Member shall remain liable to the Fraternity for the sums due for the term of this Contract and all other charges and assessments, for the balance of the term of this Contract. This Contract shall not extend beyond ten (10) years from the date of the Contract.

In the event a Member plans to leave Baker University for the reasons stated above in 1(a) or 1(b), he (or his heirs in the case of death) may terminate this Contract by giving ten (10) days written notice of his intention to terminate in the manner set forth in Section 22 below and, in fact, thereafter withdraw or graduate from Baker University. Should the Member fail to withdraw or graduate from Baker University after giving the Fraternity written notice, it is agreed that the notice shall be considered null and void and shall have no effect and the Member shall remain liable to the Fraternity for all sums owed under this Contract and all other charges and assessments for the balance of the term of this Contract as if no notice had been given. In no event shall the Member be relieved from the obligations of this Contract by vote of the Fraternity without the prior written consent of the House Corporation.

If it necessary to enforce the terms of this Contract, the Member shall be liable to Fraternity or House Corporation to extent allowed by law for all necessary and reasonable costs associated with enforcement, including attorney fees, costs, and expenses.

2. Room, Board and Dues:

- a. Room and Board: Room and board shall be provided to the Member for each regular day that class at the Baker University is scheduled during school years during the term of this Contract. Regular class days usually run from the latter part of August to the mid to latter part of May each year, as determined by Baker University.

There will be periods of time during breaks in the school year that room and board will not be available, subject to approved exceptions, as is set forth and described in Section 23 below. Room and board shall include such expenses as food, employment of a cooking service and house director, principal and interest payments on the House, utilities, real estate taxes, liability and casualty insurance and repairs and maintenance for reasonable wear and tear.

The Member shall pay, as consideration for room and board, \$8,350.00 per year for the first school year at the Fraternity, subject to increases. The

rent may be increased each year, but shall not be increased more than 15% per year.

- b. Dues: The Member shall also pay dues of approximately \$150.00 per year, to cover non-room and board related expenses of the Fraternity such as dues and charges assessed by the National Fraternity. Although the Fraternity does not have control over increases in these cost, the Fraternity will use its best efforts to keep any increase in the dues to a minimum. It is specifically understood and agreed that, notwithstanding anything herein to the contrary, as long as a Member remains a Member of Gamma Theta Chapter, Delta Tau Delta he will be responsible for the payment of dues.
 - c. Payment: For those Members living in the Chapter House, as a matter of convenience, room, board, and dues will be paid in ten equal installments. The first installment due and payable on the first day of August of each year and on the first day of each month thereafter through the first day of May of each year. Payment for the subsequent years under this Contract shall be made in the same fashion. For those Members who have been permitted to live outside of the Chapter House, payment for dues and assessed house expenses shall be made in equal installments (if not fully prepaid while living in the Chapter House). Members living out of the Chapter House hereby acknowledge that payment of dues does not entitle the Member to parking privileges at the Chapter House.
 - d. Late Charges: The monthly "house bill", which include, but not be limited to, room, board, and dues, will be due on the 1st of the month and considered to be late after the 10th day of the month. Interest shall accrue at the rate of fifteen percent (15%) per annum on the balance unpaid after the 10th day. Should any payment remains unpaid as of the 10th of the month in which it is due, the House Corporation may, at its sole discretion, accelerate all remaining installments due under this Contract as calculated and based upon the member's projected graduation day and make demand for payment in full.
3. Security Deposit: In addition to room, board, and dues, all Members living in the Chapter House shall pay, maintain and, if need be, replenish their security and damage deposit equal to \$250.00. Such security deposit may be used to offset any damage to the individual room assigned to the Member, any damage to other areas of the Chapter House the Member or his guest(s) are found to be responsible for, or any other fees, assessments, or dues payable to the Fraternity or the House Corporation. The collective security deposits of all Members may also be charged for damage to the Chapter House where the House Corporation is unable to determine the individual(s) responsible. The Member's security deposit will be refunded at the end of this Contract's term provided that the yearly inspection by the Fraternity or House Corporation reveals no damage beyond normal wear and tear, room key has been returned, the Member has not

otherwise breached any terms of this Contract allowing for forfeiture of the same as provided herein, any dues for the ensuing semester have been paid, and the Member, within sixty (60) days of termination of this Contract, requests the deposit be returned. Should the Member fail to request return of such deposit within this time, any remaining security deposit may be forfeited.

4. Acceleration Upon Default: In the event the Member defaults or fails to make any single payment required hereunder, fails to comply with any term or condition of this Contract, or if this Contract is terminated by the Fraternity, the entire remaining balance of any payments due hereunder as calculated and based upon his projected graduation day shall immediately become due and payable in full.
5. Room and Board: In consideration for the payment of room and board, the Fraternity agrees to furnish the Member a room and meals. For purposes of this Contract, the term "room" shall mean a room assigned the Member by the Fraternity at the Chapter House. The Member hereby agrees to accept any room that may be assigned to him in the Chapter House and to share the same with such other Member as may also be assigned to the same room. Unless otherwise agreed upon in writing, there will be no discount for double occupancy.

For purposes of this Contract, the term "board" shall mean the opportunity to have about nine (9) meals and snacks per week prepared by cooking service. Also the Member will have access to the kitchenette for breakfast Monday thru Sunday, subject to variations for holidays and special events or other changes approved by the Fraternity. The number of the meals prepared by the cook should average about nine (9) meals a week. It is further acknowledged that Members shall not be excused from, nor refunded payment for, board should the Member skip, miss, or take his meals from sources other than those provided the Member by the Fraternity.

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 Contract, the House Corp will have the right to increase the charge for food service accordingly. It is understood that the increase needed may be greater than the 15% per year maximum described in Section 2 above. If the food service payment is increased by the House Corp as provided herein, then a Revised Schedule of Costs shall be prepared, delivered to the Guarantor(s) and such Revised Schedule of Costs shall be binding on the Guarantor(s).

6. Chapter House Maintenance: The Member agrees to keep and maintain his assigned room and its contents, as well as the common areas of the Chapter House, in a clean, safe manner and in good repair and condition. The Member further agrees to be responsible for any and all damage or destruction to his assigned room, including Internet/Direct TV service, room key, smoke alarm and the Chapter House's common areas caused by the Member or those, in, on, or

about the Chapter House with the express or implied consent of the Member. The Member shall also pay all outstanding charges owed for which the Fraternity may be held liable.

7. Availability of the Chapter House: If fire, or other casualty, damages or destroys the Chapter House to the extent that it cannot be used and/or occupied, or shall no longer be operated by the Fraternity as living quarters for the Member, the Fraternity shall no longer be obligated to provide room and board to the Member and the Member shall not be required to make installment payments under the terms of this Contract for that part of the term during which the Chapter House remains unusable. In the event of such casualty, the parties to this Contract may terminate it by giving written notice within five days after the determination that the casualty has damaged or destroyed the Chapter House to the extent that it cannot be used and/or occupied, or shall no longer be operated by the Fraternity as living quarters for the Member happening of such event.

All attempts will made by the parties to arrive at a mutual agreement concerning a determination of the extent of the damage or destruction as described above shall. It is agreed that discussions will be held with the city, county and/or state officials who have a connection with building occupancy restrictions in the locale of the Chapter House. If a mutual accord cannot be reached, the parties agree to submit the determination to arbitration before the American Arbitration Association with a tribunal located at or near Lawrence, Kansas.

Notwithstanding anything to the contrary, in the event the said damages or loss or destruction does not exceed thirty percent (30%) of the fair market value of the Chapter House, then, the said insurance proceeds shall be used to repair, replace or rebuild.

Notwithstanding any other term or clause to the contrary within this Contract, it is understood and agreed by the parties that in the event the Fraternity, for whatever reason, provides the Member with the opportunity of alternative room and/or board other than that located at the Chapter House, the Member may accept such alternative room and/or board and pay the costs of the same directly to the provider/vendor.

If the Member elects to continue at Baker University, occupies alternative housing and the Fraternity elects to rebuild, the Member agrees to return to occupancy of the Chapter House upon its restoration under the terms and conditions of this Contract.

8. Minimum Scholastic Requirements: Members must maintain a minimum grade point average with Baker University as determined by the Fraternity and House Corporation. Should the Member not maintain such minimum grade point average, the Fraternity and/or House Corporation may, at their option, terminate any part, or all, of this Contract.

9. Code of Conduct: All Members shall review, fully execute, and abide by the Fraternity's Code of Conduct, which is incorporated by reference as though fully set forth herein. If a Member violates any term or provision of the Fraternity's Code of Conduct, the Fraternity and/or House Corporation may, at their discretion, immediately terminate this Contract and permanently expel the Member from the Fraternity and/or Chapter House. Such expulsion and/or termination will not alleviate the Member's financial obligations under this Contract.

* No pets of any kind, including but not limited to, dogs, cats, fish, and snakes, may be kept in the Fraternity or on the Chapter House Premises.

10. Personal Property: The Member understands that neither the Fraternity, nor the House Corporation, assumes any responsibility for damage or loss to the Member's personal property. Members are encouraged to provide their own insurance for such damage or loss.
11. Locks. The house corp will provided locks for the doors on the member room. For safety and inspection purposes, each lock shall so that a master key will unlock the door. This master will be available to the officers of the house corp. and selected officers/members of the fraternity. The names of those individuals who will have access to a master key shall be supplied to the member.

A Master Key will also inside a Black Box outside the front door of the Chapter House for Baldwin Fire Dept to have access to bedrooms and all closets/kitchen for safety purposes.

The member is not to change out the lock on his door at any time without the written approval of an officer of the house corp and an officer of the fraternity. The house corp. may install locks on the entrance doors to the fraternity house, and if so, the member will be supplied the information needed to gain entrance.

Member will incur all expenses to replace lock, key and/or door if damaged.

12. **Security and surveillance policy and practice**

USE OF SURVEILANCE AND SECURITY EQUIPMENT

The Gamma Theta and the House Corp. reserve the right to install safety and security equipment as deemed necessary to ensure the safety of all Members, guests and staff in and on the land and buildings 604 Fifth Street, Baldwin City, Kansas referred to herein as the Chapter House. These devices may include video, sound or silent alarms, door mechanisms, and key card or fob access for all entrances into and out of the building including fire escapes. The Gamma Theta and the House Corp. may hereinafter sometimes be referred to collectively as "Gamma Theta"

GAMMA THETA VIDEO SURVEILLANCE POLICY (the “VSP”)

The Gamma Theta may install and operate video surveillance in common areas of the Chapter House including entrances and hallways as a means to monitor the safety and security of the Members, guests and staff. The Gamma Theta will use best efforts to post notices at the locations of the Chapter House which become subject to surveillance. No camera is to be installed within a bedroom, bathroom or shower at the Chapter House. The reasonable rights of privacy of Members, guests and staff shall be respected.

It is a violation of the VSP to unplug, dismantle, remove, damage or tamper with the Safety and Security equipment including but not limited to, surveillance, fire alarms, smoke detectors, or fire escapes. Anyone found in violation of this policy are subject to severe sanctions, including the possibility of eviction or termination and will face civil and criminal prosecution.

PURPOSE AND PRIVACY PRACTICES

Gamma Theta is committed to enhancing the best practices of safety and security with technology. A critical component of a comprehensive security plan is the utilization of security and safety camera systems. The surveillance of common areas of the Chapter House is intended to deter crime and assist in protecting the safety and property of the Gamma Theta Members, guests and staff community. This policy addresses the Members, guests and staff's safety and security needs while respecting and preserving individual privacy. Where appropriate, the cameras may be placed inside and outside the building.

This policy is adopted to formalize procedures for the installation of surveillance equipment and the handling, viewing, retention, dissemination, and destruction of surveillance records. A Gamma Theta surveillance committee will be or has been formed to deal with the aforementioned matters. Gamma Theta supports the use of video and cameras on the premises as a means to monitor and maintain a safe housing facility for Members, guests and staff.

APPROPRIATE USE AND CONFIDENTIALITY

All surveillance records shall be stored in a secure location for at least a period of 14 days and may then be erased or written over, unless retained as part of a criminal investigation, court proceedings (criminal or civil) or upon such other basis as is deemed reasonable or necessary by the Gamma Theta's surveillance committee. Cameras will be limited to uses that do not violate the reasonable expectation of privacy as defined by law. When an incident is reported the Gamma Theta's surveillance committee members may access the feed to review the images from the camera. Personnel are prohibited from using or disseminating information acquired from Gamma Theta security cameras, except for official purposes and in criminal investigations. All information and/or observations made in the use of security cameras are considered confidential and can only be used for official Gamma Theta and law enforcement purposes.

GAMMA THETA, DOES NOT UNDERTAKE A DUTY TO PROTECT THE MEMBER, GUESTS OR STAFF. THE MEMBER, GUESTS OR STAFF ARE PRIMARILY RESPONSIBLE FOR THEIR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF THEIR PROPERTY.

The member and his guarantors agree that Gamma Theta does not promise, warrant or guarantee the safety and security of other members, guarantors, guests or staff or personal property against the criminal actions of other members, guarantors, guests, staff or third parties. No security system, including video cameras, or electronic intrusion safety devices, can guarantee protection against crime. It is most likely that Gamma Theta will not at all times monitor the security video cameras or other photographic surveillance as may be installed at the Chapter House. As to any and all security measures taken at the Chapter House, neither the member, guarantors nor guests may rely for their personal safety upon any measures the Gamma Theta may take to secure the Chapter House. Therefore, members, guarantors, guests and staff should always proceed and act in a reasonable manner to ensure their own safety.

Gamma Theta could install or has installed security video cameras or other photographic surveillance. The above and foregoing policies and practices shall govern the operation and use of the cameras, recordings and equipment.

13. Miscellaneous: The Member understands and agrees to all the terms and provisions of this Contract. Violation of any term or provision of this Contract shall constitute material noncompliance, which will entitle the Fraternity and/or the House Corporation, at their election, to declare this Contract breached and/or terminated and to cause the Member to be immediately removed from the Fraternity and/or Chapter House. Removal of the Member and/or termination of the Contract shall not relieve the Member in any way from his financial liabilities contracted for herein. The Member further agrees:
 - 1.a.a.1.a. To be responsible for any loss of security deposit or payment of additional monies for any destruction, defacement, damage, impairment, or removal of any part of the Chapter House caused by any act or omission of the Member or by any other persons or animals in the Chapter House at any time with express or implied permission or consent of the Member;
 - 1.a.a.1.b. To not sublet or assign this Contract, or any part thereof, by his own act, process, or operation of law or in any manner whatsoever without the written consent of the Fraternity and House Corporation; and
 - 1.a.a.1.c. To comply with and be bound by all state and federal laws, all rules and regulations of the Baker University, and the Fraternity and National Fraternity including, but not limited to, the by-laws of the Fraternity and the Code of Conduct referenced in Section 9.
 - 1.a.a.1.d. The Fraternity shall use its best efforts to employ a "House Director"

who shall reside in the Chapter House. She or he shall work with the Fraternity's Chapter Adviser and the officers of the Fraternity. She or he, along with the Chapter Adviser, will monitor the activities of the Members living in the Chapter House. She or he shall report house and grounds problems/issues to the Chapter Adviser as directed by their agreement.

15. Indemnity: The Member agrees to protect, defend, indemnify, and hold the Fraternity, House Corporation, their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of every kind and character in connection with or arising directly or indirectly out of this Contract and or the performance thereof as a result of any acts or omissions of the Member.
16. The House Corporation or the Fraternity shall, at its option and upon ten (10) days' notice to Student, be entitled to immediately cancel this Contract 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 Contract or the Rules and Regulations detailed in Section 15 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.

Upon cancellation of this Contract 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 Chapter House Premises occupied by the Student shall be surrendered and vacated immediately and possession thereof delivered to the House Corporation and the Guarantor(s), at that time, shall grant to the House Corporation full and free license to enter Student's Room on the Chapter House 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.

17. Gamma Theta Chapter, Delta Tau Delta, Inc. has established rules and regulations are for Members of the Fraternity. These rules are in addition to all local laws, University rules and regulations, and Fraternity rules and regulations. These rules and regulations are subject to amendment, modification and alternation as may be made from time to time by the Gamma Theta Chapter, Delta Tau Delta, Inc., subject to reasonable discretion.
 - a. Members and their guests will at all times adhere to federal, state, county, and city laws and ordinances while on the Chapter House Premises or in connection with any Fraternity-sponsored event.
 - b. All Members will live in the Chapter House unless a written proposal is presented and accepted in writing by the House Corporation.
 - c. All Members 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 Member's assigned room and not in hallways, closets, or other common areas.
 - f. Any phone service desired by a Member will be ordered by and paid for directly by the Member.
 - g. See paragraph 11 above for rules regarding locks.
 - h. Members 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. Members 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. That which is a reasonable item will be determined by the House Corporation. Members will be allowed to paint the walls in their respective rooms, but only neutral, non-primary colors will be permitted to be used for that purpose. Ceilings may be painted with white ceiling paint. Cabinets, doors or other woodwork may not be painted. All painting tools and supplies are to

be cleaned in the Chapter House utility closet. Paint is not to be disposed of in a drain in the Chapter House.

- k. No major appliances including, but not limited to, air conditioners, heaters, washing machines, dryers, ovens, and refrigerators, will be allowed in the Member's room. Small dorm-size refrigerators will be allowed as long as the total capacity does not exceed three (3) cubic feet.
 - l. Absolutely no rifles, shotguns, pistols, or firearms of any kind, no fireworks or explosive material and no weapons of any kind or nature that might cause serious injury shall be kept, discharged or ignited in, on, at or upon the Chapter House Premises.
 - m. No more than one vehicle, meaning automobile, light truck or van, belonging to, or regularly operated by the Member, shall be kept on the Chapter House Premises. A Member 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 Chapter House 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.
 - n. Students, guests, invitees and anyone on the Chapter House 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.
 - o. Members shall not make or cause to be made any alteration, addition, improvement, or change on the Chapter House Premises or any part of the Chapter House Premises without first obtaining the House Corporation's consent, which consent shall not be unreasonably withheld.
18. The House Corporation and the Fraternity intends to employ Omega Financial as their billing and collection agency and the Members and Guarantor's agree to make all payments due under this Contract 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 Members and Guarantor's.
19. The House Corp and the Fraternity understand that many Students utilize financial aid to make the payments required by this Contract. It is also understood that the Students 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 Contract, Members and Guarantor's agree to execute a Financial Aid Information form authorizing the House Corp to gain access to such information.

20. Members and Guarantor's agree to a reasonable search of Student's Room and personal property within, at or near the Chapter House 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. Members and Guarantor's further agree that, upon request, they will open any locking devices and remove any impediments to such a search.
21. Release: It is agreed that oral or written releases by the Fraternity of any obligation the Member has contracted for herein, will be null and void and shall have no effect regarding the terms and conditions of the Contract without the express written consent of the House Corporation.
22. Notice: Any notice given pursuant to the Contract shall be deemed received upon (i) receipt of actual notice by the party to whom such notice was sent or (ii) three (3) business days after such notice is deposited in the United States certified or registered mail, postage prepaid or by another recognized form of document delivery service such as Federal Express, United Parcel Service or DHL prepaid addressed to the respective party's last known address.

To the House Corporation:

- a. Mike Farmer
5432 Walmer
Mission, KS 66202

- b. To the Member:
The permanent address listed herein.

23. Chapter House Closings. During extended official breaks in the Baker University school year, when classes are not in session, the members will not be allowed to reside in the Chapter House subject to approved exceptions. Those members who are required to be on campus to participate in organized university sports/activities may reside in the house. Other members who can establish that, out of necessity, they need to remain on campus for official school purposes or other material, legitimate reasons such as significant distant costs to travel home, may submit such requests to the House corporation in advance. A request to stay in the Chapter House to study is, by itself, an insufficient reason. No meals will be served during most official breaks in the Baker University school year with no kitchen access.

Requests for exceptions will be considered on a case by case basis. The House Corporation will consult with the Chapter Adviser and House Corporation to get input on each case.

24. Representation: The Fraternity has made no representations or promises except these contained in the Contract, which contains the entire Contract between the parties hereto.
25. Modification: It is understood and agreed by the parties that there shall be no modification of this Contract unless said modifications have been reduced to writing and signed by the parties.
26. Severability: If any paragraph, sentence, clause, or provision of this Contract is declared to be illegal, invalid, or unenforceable by a Court of competent jurisdiction, then it is the parties' intention that the remainder of this Contract shall not be affected thereby.
27. Initiation: It is understood and agreed by the parties that nothing contained in this Contract shall obligate the Fraternity to initiate any new Member who enters into this Contract and may terminate any non-initiated Member from the Fraternity with or without cause at any-time. Upon termination of such membership, any amounts due under this Contract shall be prorated to the date of such termination and this contract will be declared null and void as of such date.
28. Waiver: It is agreed that the failure of the House Corporation or Fraternity to enforce any of its rights under this Contract shall not be construed as a waiver of said rights.
29. Laws: This Contract shall be construed under and in accordance with the laws of the State of Kansas.
30. Titles Disregarded: The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
31. Comprehension: **The member and his guarantors acknowledge that they have read, understand and comprehend all the terms and conditions of the above and foregoing Housing Contract, including, but not limited to, the Security and photographic surveillance policies and practices provisions.**

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first indicated below:

GAMMA THETA CHAPTER,
DELTA TAU DELTA, INC.

MEMBER
Please Print Name

House Corporation Representation

Date Signed

Member Signature

Email Address

Permanent Street Address

City, State, Zip

Permanent Home Telephone Number

Date Signed

PERSONAL GUARANTOR

For good and valuable consideration, the undersigned parent and/or guardian of the above-named Member does hereby personally guarantee each and all of the monetary and non-monetary obligations of the above-named Member set forth in the above and foregoing HOUSING CONTRACT.

GUARANTOR(S)

Signature of Parent and/or Guardian

Printed Name

Email Address

Street Address

City, State, Zip

Telephone Number

Date Signed

PERSONAL GUARANTOR

For good and valuable consideration, the undersigned parent and/or guardian of the above-named Member does hereby personally guarantee each and all of the monetary and non-monetary obligations of the above-named Member set forth in the above and foregoing HOUSING CONTRACT.

GUARANTOR(S)

Signature of Parent and/or Guardian

Printed Name

Email Address

Street Address

City, State, Zip

Telephone Number

Date Signed