

**CORPORATION AND STUDENT LEASE**

**OHIO NU CHAPTER  
PHI KAPPA PSI FRATERNITY**

**HOUSING AGREEMENT**

THIS AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of November, 2009, by and between the undersigned, \_\_\_\_\_, (hereinafter referred to as Student), \_\_\_\_\_, as guarantor, (hereinafter referred to as Parent), and the C.P.T. Moore Housing Corporation, an Ohio corporation, (hereinafter referred to as Corporation).

WITNESSETH:

1. Subject to the terms and conditions of this Agreement, Corporation shall provide that certain room, as set forth on Exhibit A to this Agreement (the "Room") to Student at the Chapter House located on the Ohio University campus at 20 South College Street, Athens, Ohio for the period set forth below:

Autumn 2010 \_\_\_\_\_ Spring 2011 \_\_\_\_\_  
Student Signature Student Signature

Winter 2011 \_\_\_\_\_  
Student Signature

Corporation shall provide the specific room during periods of this Agreement as hereinabove set forth, except on holidays and/or during official Ohio University vacation periods or at such other times as Corporation sees fit to close the Chapter House.

2. As rental for occupancy of the House pursuant to this Agreement, the Student agrees to pay to the Corporation, through its designated agent, the following amounts:
  - (A) Rental Amount. For Each Quarter, the total amount of room rent for that quarter will be set forth on Exhibit A to this Agreement, (the "Room and Board Amount"):
  - (B) Payment Due Date. For the quarter for which the Student initiates his residency in the House, the total amount Room and Board Amount for that quarter will be payable prior to moving into the House. For any quarter subsequent to the initial quarter of residency outlined above, the total amount of Room and Board Amount for that quarter will be payable on or before 12:00 p.m. on the first day of classes for that quarter, as determined by the University. Failure to pay by that date without receiving a waiver by the Corporation shall be considered a material breach of this agreement and will result in the Student forfeiting his right to occupancy.

A late charge of \$100.00 may be assessed if rent is not paid within ten (10) days of its due date.

3. Student shall accept the Room assigned to him by the Corporation, subject to suggestions and decisions made by the officers of the Ohio Nu Chapter of Phi Kappa Psi Fraternity (hereinafter referred to as "Chapter") and all decisions by said Chapter as to room assignments shall be final.
4. For the Term in which Student initiates residency in the Chapter House, he shall pay to Corporation the sum of \$600.00 as a damage deposit. The damage deposit may be applied to the cost of cleaning the Chapter House or repairing any damage in excess of ordinary and reasonable wear (in Corporation's sole discretion) to the structure, fixtures, landscaping, or furnishings of the Chapter House.

Where damage to the structure, fixtures, landscaping, or furnishings of the Chapter House is the direct or indirect result of the actions of Student or his guests, the damage deposit will be applied to the cost of cleaning, repair, or replacement of such damage. If the foregoing damage to the Chapter House is the result of an unascertainable person, the damage deposit, along with the damage deposit of other residents of the Chapter House, will be applied on a pro-rata basis to the cost of cleaning, repair, or replacement of such damage.

The damage deposit may be carried over from quarter to quarter during the term of this Agreement and may also be applied toward any future deposits. In any case, the damage deposit, minus any amounts owing for cleaning, repair, or replacement of damage, will be refunded subsequent to Student's vacancy of residence in the Chapter House.

Should it be determined by Corporation (in their sole discretion) at any time that Student or his guest is responsible for damage in excess of the damage deposit, then Student and/or Parent may be required to pay an amount sufficient to repair said damage. Failure to pay said amount shall be a breach of this Agreement.

5. Corporation may cause the Chapter House to be closed on days and for such periods not otherwise hereinabove set forth and in such event Student shall not be entitled to occupy the assigned Room or any other part of the Chapter House during such periods.
6. The Chapter, through its officers, shall be the agent of the Corporation and shall be solely responsible to the Student and the Corporation for the following.
  - (A) The collection of all rents, deposits, damage assessments, and other fees which from time to time may be payable by the Student to the Chapter and/or the Corporation.
  - (B) Establishing and enforcing rules and regulations for the Students living within the House and pertaining to the occupancy and operation of said House.

(C) Maintaining the House in a reasonable and secure manner, with due regard to the personal health and safety of the Student.

7. The Chapter shall provide to the Student as board, ten (10) hot meals and per week, Monday thru Friday during the periods if this Agreement, except on holidays, during official University vacation periods, and at such other times as may be determined by the Chapter. A continental breakfast will also be provided Monday through Friday.

The Chapter may alter this meal plan upon the agreement of the majority of the members.

Any unreasonable failure by the Chapter to provide such meals shall not be a material breach of this Agreement by the Corporation and shall in no way relieve Student from his obligations to said Corporation hereunder. Such failure shall be remedied by the Chapter in an appropriate manner.

8. In the event Student withdraws from or is otherwise dismissed by the Ohio University, or shall otherwise withdraw from active membership with the Chapter or fails to comply with the terms of this and other agreements entered into with Corporation and/or Chapter, Student's rights, at the option of Corporation, to the room assigned to him and the use of the Chapter House shall terminate and any unused portion of the amount hereinabove set forth for the Room assigned to Student may not be refunded at the sole option of Corporation.
9. In the event accommodations for Student in the Chapter House should be destroyed or otherwise be or become unavailable and Corporation is unable to furnish accommodations in said Chapter House, this Agreement shall be terminated and the amounts due shall be adjusted proportionately as of the date of termination.
10. All payments hereunder shall be made utilizing the Corporation's contracted billing representative, Omega Financial, Inc. ("Omega"). Student shall establish an account with Omega to facilitate such billing. The damage deposit should be sent directly to the Corporation. All other payments are to be sent through Omega.
11. Student shall observe all rules, regulations, and by-laws of Phi Kappa Psi National Fraternity, Ohio Nu Chapter, Corporation, Ohio University, the laws of the State of Ohio and the Code of Conduct set forth as Exhibit B, attached hereto (the "Code of Conduct"). The possession and use of illegal substances or of fireworks, firearms or weapons are strictly forbidden on Chapter premises and the Chapter House.
12. Neither the Chapter nor the Corporation shall be responsible for loss or damage to any of Student's property placed in or about the House, regardless of cause.
13. No Student shall tamper with or disable the smoke detectors in their room or any other room or section of either of the Chapter houses. **ANY PERSON FOUND TO HAVE DISABLED OR TAMPERED WITH A SMOKE DETECTOR OR OTHER LIFE SAFETY DEVICE WILL BE EVICTED IMMEDIATELY.**

14. Student shall not have in his possession on the premises at any time any electric, gas, propane, kerosene, gasoline, or other combustion fueled heater or the fuels thereof.
15. Student shall not undertake any modification, demolition, or remodeling of the premises or any part thereof without the express written consent of Corporation. Student shall not damage any Chapter House finish by driving nails, screws, anchors, or other such devices into the ceilings, walls, floors, or other elements of the structure. No paneling, covering, paint, stain, or varnish may be applied to any portion of Chapter House without the express written consent of Corporation. Windows to any space in Chapter House shall not be covered by any object other than appropriate window coverings as determined by Corporation. Waterbeds are not permitted under any circumstance.
16. Corporation, or a designated representative thereof, may enter all rooms in the Chapter House for the purpose of inspection and repair and reserves the right to reassign rooms in the Chapter House at any time. Student, in consideration of being permitted to take residence in Chapter House expressly consents to the search of the space utilized and occupied by Student, as well as of any personal property located upon or within said premises, at any and all times, and without prior notice. Said search may be conducted by any authorized officer or designate of Corporation, or by any law enforcement officer of the State of Ohio or its political subdivisions. Student shall, upon request, open any locking devices or remove any impediments to such search. Student indemnifies and holds Corporation and Chapter, and all its respective agents, directors, officers, and members harmless from any and all claims, demands, or liabilities, of whatsoever nature, which may result by reason of loss or damages to Student as a consequence of any such search.
17. Corporation, at its sole option, may terminate Student's rights to the room assigned to him and the use of the Chapter House and remove Student from the premises if Student fails to meet or breaches any provision of this Agreement, or if Student violates any rule, regulation, or by-law of the Phi Kappa Psi National Fraternity, Chapter, Corporation, Ohio University or any law of the State of Ohio.
18. Student indemnifies and holds Corporation and Chapter, and all its respective agents, directors, officers, and members harmless from any suit, action at law or other claim whatsoever resulting from or arising out of theft or damage to personal property, injury to Student or Student's guests while an occupant of Chapter House. Corporation or Chapter does not assume any legal obligation to pay for loss of or damage to the personal property of Student or Student's guests or injury to said persons if it occurs in Chapter House or on its grounds prior to, during, or subsequent to the term of this Agreement. Student is encouraged to carry appropriate insurance coverage to cover such losses.
19. Student agrees to maintain his allocated room space in a safe, healthful, and habitable condition and shall not maintain any condition or nuisance which would pose a threat to the health and well-being of the other occupants or present a danger to the structure.

20. Student shall not assign or transfer his rights under this Agreement, nor duplicate keys, or extend services of Corporation or Chapter without the prior written approval of Corporation. This Agreement is binding upon the parties hereto, including the heirs, assigns, successors and legal representatives of all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

C.P.T. MOORE HOUSING CORPORATION

\_\_\_\_\_  
STUDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTY FOR HOUSING CORPORATION AND STUDENT LEASE

In consideration for, and as an inducement to the Corporation (as all such capitalized term is defined in the Lease) to enter into that certain Housing Corporation and Student Lease attached. hereto (the "Lease") by and between Student and Corporation, the undersigned guarantor ("Guarantor") hereby guarantees to Corporation, its successors, assigns and designated beneficiaries, the payment of all sums of money now or hereafter due from Student to Corporation under the Lease. No delay or failure on the part of Corporation in enforcing any of its rights or remedies against Student or Guarantor or the release of any party from liability hereunder or under the Lease or of any security thereto shall affect or impair any rights or remedies that Corporation may have against Student or Guarantor.

Guarantor's obligations hereunder shall not be terminated, reduced or affected in any way by Student's bankruptcy or other insolvency or by reason of the assertion by Corporation :against Student of any right or remedy for the enforcement of the obligations of Student under the Lease, or by reason of the waiver by Corporation of, or its failure to enforce, any of the terms, covenants or conditions of the Lease, or the granting of any indulgence or extension of time or other forbearance to Student; provided, however, any such forbearance shall be applicable to the relevant payment by the undersigned to the same extent applicable to Student.. The undersigned Guarantor waives notice of acceptance of this Guaranty.

If Corporation shall employ attorneys to perform legal services in connection with the enforcement or collection of the Lease or this Guaranty in connection with any default by Student or Guarantor, Guarantor shall in addition to all other amounts owed to Corporation, be obligated to pay Corporation's reasonable attorneys' fees and court costs.

All duties and obligations of Guarantor pursuant to this Guaranty shall be binding upon the heirs, representatives, successors and assigns of Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of Ohio. Guarantor's address for notices shall be as set forth below until changed by written notice to Corporation. Notices shall be given pursuant to the notice provision of the Lease

Executed as of the \_\_\_ day of November, 2009.

STUDENT:

GUARANTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print Students Name

Print Guarantor's Name

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Relationship to Student: \_\_\_\_\_

**Exhibit A.**

Room Number \_\_\_\_\_

Room and Board Amount (per quarter)

Double Room \_\_\_\_\_ (Student to initial applicable rate)

Room Rental	\$1,800
Board	<u>\$1,200</u>
Total	\$3,000

Single Room \_\_\_\_\_ (Student to initial applicable rate)

Room Rental	\$2,200
Board	<u>\$1,200</u>
Total	\$3,400

**Exhibit B**

Code of Conduct

See Attached