

HOUSING AGREEMENT--Employing House Director and Employing Husband

The House Corporation/Chapter of _____ Chapter of _____ Sorority or Fraternity ("Corporation"), _____, ("House Director") and "House Director's" Husband, _____ ("Husband") (collectively, the "Parties"), enter into this Housing Agreement (the "Agreement") on _____, [insert date], with respect to the _____ Chapter House ("Chapter House").

1. "House Director" and "Husband" may reside in quarters within the Chapter House designated by the Corporation (the "Quarters") while employed by the Corporation (the "Term of Employment"). The Corporation reserves the right to change the location of the Quarters within the Chapter House and shall have the right to inspect and search the Quarters at any time and for any reason without prior knowledge or consent of its occupants or any legal authority. The right to reside in the Quarters shall expire upon suspension or termination of employment. "House Director" and "Husband" shall return the Quarters and its contents in substantially the same condition as received, reasonable wear and tear excepted. Any property of "House Director" or "Husband" remaining in the Chapter House or on or about any adjacent land after the Term of Employment shall be deemed abandoned and may be disposed of by the Corporation at "House Director's" or "Husband's" expense without any liability to them.

2. "House Director" and "Husband" acknowledge that the Corporation has no obligation to provide housing for the "Husband". Nevertheless, the Corporation shall permit the "Husband" to reside in the Quarters during the Term of Employment. Such area where "Husband" is allowed is noted on the addendum to this contract.

"House Director" and "Husband" will maintain the Quarters, and conduct themselves, in accordance with the Corporation's rules, regulations, and policies. These rules for the Chapter House and any adjacent land include, but are not limited to, the following: no smoking; no possession or use of alcohol, illegal drugs, or controlled substances; no possession or use of firearms; no pets or animals, including service animals; and no conduct that is in violation of the law, including but not limited to hazing.

The Corporation reserves the right to terminate the "Husband's" permission to live in the Quarters with or without cause.

3. In consideration for the Corporation permitting the "Husband" to reside in the Quarters, "House Director" and "Husband" **RELEASE AND FOREVER DISCHARGE** the Corporation, the _____ Chapter of _____ Sorority or Fraternity (the "Chapter"), _____ Sorority or Fraternity (the "Sorority"), and each of their respective present and former officers, agents, insurers, employees, and members (collectively the "Released Parties") from **ALL CLAIMS**, whether known or unknown, that the "House Director" or "Husband" had, now have, or may in the future have against any one or more of the Released Parties, including without limitation all claims based upon, arising out of, or in any manner connected with: (A) any of the Released Parties' own negligence, recklessness or intentional misconduct; or (B) the "Husband's" (i) residence in the Chapter House or (ii)

accidents, injuries, or exposure to substances within the Chapter House or on or about any adjacent land (all claims released in this paragraph are referred to individually as a "Released Claim" and collectively as the "Released Claims"). "House Director" and the "Husband" further agree that the Chapter and the Sorority are beneficiaries of this Agreement and may enforce its terms.

The "House Director" and the "Husband" acknowledge that, among other things, this paragraph bars recovery from any of the Released Parties of personal medical costs incurred to treat for any injury they sustain within the Chapter House or on or about any adjacent land, including but not limited to injuries caused by Chapter members or by visitors or intruders to the Chapter House or any adjacent land. This does not affect those injuries sustained while performing duties for the "Corporation".

This paragraph does not release any claim the "House Director" or the "Husband" can make under any personal insurance policy procured by "House Director" or the Husband. "House Director" and "Husband" are encouraged to procure such insurance for their personal liability and personal possessions.

4. In further consideration for residence in the Quarters, the "House Director" and the Husband agree to defend, indemnify, and hold harmless the Released Parties from any Released Claims.

5. All property kept by "House Director" and "Husband" within the Chapter House or on or about any adjacent land shall be kept at their sole risk (including but not limited to electronics, cars, books, or clothing) ("Personal Property"). "House Director" and "Husband" **RELEASE AND FOREVER DISCHARGE** the Released Parties from **ALL CLAIMS** arising from loss, theft, damage or destruction of Personal Property regardless of cause, including but not limited to claims arising from or in any way connected with any of the Released Parties' negligence, recklessness or intentional misconduct. This paragraph does not release any claim the "House Director" or the "Husband" can make under any insurance policy procured by "House Director" or the Husband. "House Director" and "Husband" are encouraged to procure insurance to protect them from loss or damage to Personal Property.

6. No waiver, modification, or amendment of any term or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by each of the Parties, the Chapter, and the Fraternity/Sorority.

7. This Agreement represents the entire agreement among the Parties regarding the subject matter it addresses. There are no other agreements, written or oral, among the Parties regarding that subject matter.

8. This Agreement shall be interpreted and applied in accordance with the laws of the State of _____. "House Director" and "Husband" agree that the courts located in the county where the Chapter House is located shall have non-exclusive jurisdiction and venue of any dispute arising out of or relating in any way to this Agreement.

9. Should a court determine that any provision of this Agreement is unenforceable, all remaining provisions of the Agreement remain in full force and effect.

10. "House Director" and "Husband" acknowledge that they have read this Housing Agreement and understand its provisions.

11. This Agreement may be executed in counterparts.

12. The Parties have executed this Agreement on the dates indicated opposite their names.

The House Corporation/Chapter of
_____ Chapter of
_____ Sorority/Fraternity

By _____
Printed _____

Date

"House Director"

Date

"Husband"

Date