

ROOM AND BOARD AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by _____ (the "House Corporation"), _____ (the "Student"), and _____ (the "Parent(s)/Guardian(s)") regarding Student's residence in and use of the _____ Chapter House located at _____ and its surrounding land (collectively, the "House") of _____ Chapter (the "Chapter") of _____ Sorority/Fraternity (the "Sorority").

In consideration of their mutual covenants and conditions stated below, the parties agree as follows:

1. The Student hereby contracts for housing in the House for the academic year commencing _____, 20__ and ending _____, 20__. It is understood that this housing is engaged for the entire academic year, except vacation periods scheduled by the university/college (the "Break Periods"). The Student also hereby contracts for the full board program for the entire academic year.

2. The following meals will be available except during the Break Periods:

Breakfast, lunch and dinner – Monday through Thursday

Breakfast and lunch – Friday

Brunch and dinner – Sunday

3. Room and board fees for the academic year are \$_____. This fee includes room and board only. Sorority dues and social fees for the scheduled social functions are the subject of a separate contract between the Student and the Chapter and are not addressed in this Agreement. Payment for each semester/quarter shall be \$_____, payable on _____. **FULL PAYMENT MUST BE RECEIVED BY THE HOUSE CORPORATION BEFORE THE STUDENT WILL BE ALLOWED TO MOVE INTO THE HOUSE.** Room and board fees (or any part thereof) not paid when due shall bear interest from the due date thereof until paid at the rate of fourteen percent (14%) per annum. If any check in payment of room and board fees is returned due to insufficient funds, the House Corporation may charge the Student a fee of \$_____. Room and board fees shall be payable for the entire academic year to which this Agreement applies notwithstanding the fact that the Student ceases to reside in the House for any reason, including (but not limited to) the termination of the Student's right to occupancy by the House Corporation pursuant to the following paragraph 12 or the Student being academically ineligible to enroll in, or withdrawing from, the university/college for any semester/quarter. No part of the charges will be rebated due to missed meals or for any other reason.

4. Concurrently with the execution of this Agreement by the Student and the Parent(s)/Guardian(s), the Student shall pay to the House Corporation a deposit of \$500.00 as security for the Student's performance of her obligations under this Agreement. Subject to

compliance with applicable law, the House Corporation may apply this deposit to pay any amounts due to the House Corporation hereunder and/or as compensation for any loss, damage, cost or expense the House Corporation incurs because of any breach of this Agreement by the Student, including but not limited to (a) costs of cleaning, repair, replacement or damage to the Student's room, regular wear and tear from proper use excepted, (b) costs of repairing damage to the House caused in whole or in part by Student or her guests, (c) costs of repairing damaged common areas of the House (unless that liability is acknowledged by one or more other members), (d) costs, including reasonable attorneys' fees, of collecting amounts owed under this Agreement and (e) costs, including reasonable attorneys' fees, of ejecting the Student if she is in breach of this Agreement. If any portion of the deposit is applied, the Student shall replace or replenish that portion within ten (10) days of written notice by the House Corporation. Unless otherwise required by applicable law, the Student will not be paid interest on the deposit and the deposit may be commingled with other funds of the House Corporation.

5. Notwithstanding the provisions of paragraph 3 above, in the event a Student withdraws from the university/college due to illness or other serious emergency beyond her control, she may make a written request to the House Corporation for an exception from the requirement to pay the room and board fees required under this Agreement, but the House Corporation shall not be obligated to grant such exception.

6. The Student shall pay any special assessments which the House Corporation determines are reasonably necessary to impose. Payment shall be due thirty (30) days after written notice to the Student of the imposition of such assessment.

7. The Student and her Parent(s)/Guardian(s) hereby (a) WAIVE ALL CLAIMS AND RELEASE FROM ALL LIABILITY the House Corporation, the Chapter, the Sorority, and each of their respective agents and employees (the "Released Parties") for all injuries, damages or losses of or to persons or property in any way connected with Student's presence in or occupancy of the House sustained by the Student arising from any cause, including but not limited to **the negligence of the Released Parties** (the "Released Claims") and (b) jointly and severally agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from the Released Claims and from any claim of or on behalf of the Student's guests in any way connected with their presence in the House. Any property kept by the Student in or about the House shall be kept at the Student's sole risk. The House Corporation encourages the Student to obtain insurance to protect her from sicknesses, injury, and loss or damage to property. Student and Parent(s)/Guardian(s) acknowledge that the Chapter and the Sorority are beneficiaries of this Agreement and may enforce its terms.

8. The Student (a) shall observe all housing regulations imposed by the university/college and the House Corporation (including but not limited to those set forth in paragraph 11 below), (b) shall be an enrolled student at the university/college at all times during each semester/quarter covered by this Agreement and (c) shall be a member in good standing of the Sorority at all times during each semester/quarter covered by this Agreement.

9. The House Corporation shall assign a room to the Student for the academic year, and the Student agrees to occupy the room so assigned to her. The Student understands that she may be sharing the room with other persons. It is not the intention of the

parties to create a landlord-tenant relationship, but rather to create a contractual relationship permitting the Student to reside in the House subject to the terms of this Agreement. The House Corporation reserves the right to change the room assignment of the Student and shall have the right to inspect and search the Student's room at any time and for any reason without prior knowledge or consent by the Student or any legal authority. If requested, the Student will cooperate with any search and will open any locking devices and remove any other impediments to such searches.

10. The Student shall keep her room and its equipment and furnishings in good and clean condition and shall surrender the same upon vacating the room in substantially the same condition as received, reasonable wear and tear arising from proper use excepted. Student shall exercise reasonable care in the use of portions of the House other than her assigned room and will assure that no conduct by her or her guests damages those areas. The Student shall vacate her room at the beginning of each Break Period at the hour designated by the House Corporation and within 24 hours following her last final exam at the end of the academic year (except if the Student is graduating, in which event she shall vacate within 24 hours following the graduation ceremony). The Student agrees to pay for the replacement cost of all keys, door locks and bolts in the event her keys to the room or other areas of the House are lost or stolen. Any personal property belonging to the Student remaining in the House at the end of the academic year shall be deemed abandoned by the Student and may be disposed of by the House Corporation at the Student's expense without any liability to the Student. The House Corporation has the right in its sole discretion, but has no obligation, to discuss with any parent or guardian of the Student any facts, circumstances, or conduct of the Student.

11. The Student shall abide by all rules of the House Corporation, including but not limited to the rules listed below. Student agrees to enforce such rules with respect to her guests and will be responsible for their conduct.

(a) No smoking is permitted in the House, and no alcohol, illegal drugs, controlled substances, or firearms may be used in or brought into the House.

(b) No personal furniture is permitted in the Student's room. House furniture shall not be removed from the Student's room.

(c) No hanging shelves, building lofts, wallpaper or painting are permitted in the Student's room.

(d) Personal belongings may not be stored in the basement or attic.

(e) The Student shall not keep any pets or animals in the House.

(f) The House Director shall not be requested to arrange for or move in or out anyone's personal belongings.

(g) No conduct violating any university/college regulation or any law is permitted, including but not limited to hazing.

(h) No conduct that disturbs others' enjoyment of the House or that could adversely affect the health, safety, or well-being of the Student or of any other resident is permitted.

(i) In the event the House Corporation reasonably believes the Student has a health condition that may affect her ability to reside in the House or that could adversely affect the well-being of other residents, upon request of the House Corporation, the Student will execute any consents necessary for the House Corporation to consult the Student's physician(s) or review her medical records consistent with applicable law. Based upon that review, the House Corporation may temporarily suspend or terminate the Student's right to reside in the House or take other appropriate action consistent with applicable law.

(j) Personal belongings shall be delivered to the House no more than 48 hours before move in (or as arranged, in writing, with the House Director).

12. In the event the Student breaches any covenant or obligation of this Agreement, including but not limited to those set forth in paragraphs 8 and 11 above, the House Corporation, in addition to exercising any other right or remedy available to it hereunder or at law or in equity for the Student's breach, may, without terminating the Student's obligations hereunder, terminate the Student's room and board rights under paragraph 1 of this Agreement upon five (5) days written notice to the Student. The Student shall vacate her room within five (5) days after she has received written notice from the House Corporation so terminating her right to room and board. The termination notice will be deemed received five (5) days after it was either sent by First Class United States mail to the Student at the House or delivered to the Student's room in the House. (If reasonably necessary to protect the health, safety or welfare of any resident or the House Corporation's property, however, the House Corporation may immediately suspend or terminate the Student's right to reside in the House without prior written notice. In that event, written notice of the grounds for the suspension or termination will be provided to the Student within forty-eight (48) hours of that immediate action.) The House Corporation shall be entitled to recover its costs and attorneys' fees incurred as a result of the Student's breach of this Agreement and in exercising its rights and remedies under this Agreement from the Student or the Parent(s)/Guardian(s). The right of the House Corporation to terminate this Agreement shall not be limited to circumstances that would support the suspension or expulsion of a member of the Sorority; nor shall the procedures and standards applicable to such a Sorority suspension or expulsion apply to termination on one or more of the grounds set forth in paragraphs 8 or 11.

13. This Agreement shall be governed and construed in accordance with the laws of the state in which the House is located. The Student's rights under this Agreement are personal and may not be assigned to any other person. The Student and the Parent(s)/Guardian(s) expressly agree that any action or proceeding relating to or arising out of this Agreement may be brought in the courts of the county in which the House is located and consent to the jurisdiction of such courts.

14. If the House is rendered uninhabitable by fire, explosion, or other circumstances, this Agreement shall come to an end, except that those obligations incurred through the date of such event shall remain fully due and enforceable.

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

16. Student and Parent(s)/Guardian(s) acknowledge that they have read this Agreement and understand its provisions.

17. In addition to the other obligations Parent(s)/Guardian(s) assume above, by executing this Agreement and as an inducement to the House Corporation to enter into this Agreement the undersigned Parent(s)/Guardian(s) guarantee the full and timely payment of all sums due from the Student under this Agreement and all costs and expenses (including reasonable attorneys' fees and costs) paid or incurred by the House Corporation in endeavoring to collect such sums and/or in enforcing this guaranty. The undersigned Parent(s)/Guardian(s) expressly agree that any action or proceeding to enforce this guaranty may be brought in the courts of the county in which the House is located and consent to the jurisdiction of such courts.

HOUSE CORPORATION:

STUDENT:

By _____

Student's Signature

Its _____

Student's Social Security Number

Date _____

Please Print:

Student's Name

Student's Home Address

Date _____

PARENT(s)/GUARDIAN(s)

Parent's Signature

Parent's Signature

Please print:

Parent's Name(s)

Address

Telephone Number (home)

Telephone Number (office)

Date

PARENT(s)/GUARDIAN(s)

Parent's Signature

Parent's Signature

Please print:

Parent's Name(s)

Address

Telephone Number (home)

Telephone Number (office)

Date

Document titling: In the context of real estate, a lease creates a real property interest and grants the tenant the exclusive right to occupy the property leased. Conversely, a license merely creates a contractual right to use the property. It does not create an interest in the real property itself. Generally, in the fraternity/sorority housing situation, a license more accurately reflects the factual situation, as the student most likely shares a room with other students and the fraternity/sorority housing entity wants to control the assignment and reassignment of rooms.