

SAMPLE

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**SAMPLE LEASE**

**HOUSE CORPORATION AND STUDENT LEASE**

**\_\_\_\_\_ CHAPTER  
PHI KAPPA PSI FRATERNITY**

**HOUSING AGREEMENT**

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the undersigned, \_\_\_\_\_, (hereinafter referred to as Student), \_\_\_\_\_, as parent or legal guardian of Student (if applicable), (hereinafter referred to as Parent), and the \_\_\_\_\_ House Corporation, an \_\_\_\_\_ corporation, (hereinafter referred to as Corporation).

WITNESSETH:

- 1. Subject to the terms and conditions of this Agreement, Corporation shall provide room space to Student at the Chapter House located on the University of \_\_\_\_\_ campus at \_\_\_\_\_ for the period set forth below:

Fall Term: [DATES TBD BY HOUSE CORPORATION]  
Spring Term: [DATES TBD BY HOUSE CORPORATION]

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

- 2. For the periods of this Agreement, Student and/or Parent shall pay to Corporation the amount(s) due and payable as outlined below.

Fall Term Rent: [\$\$\$] due on or before [DATE]  
Spring Term Rent: [\$\$\$] due on or before [DATE]

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

- 3. Student shall accept the room space assigned to him by the Corporation, subject to suggestions and decisions made by the officers of the \_\_\_\_\_ Chapter of Phi Kappa Psi Fraternity (hereinafter referred to as “Chapter”).
- 4. For the Term in which Student initiates residency in the Chapter House, he shall pay to Corporation the sum of [\$\$\$] 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.

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The damage deposit may be carried over from semester to semester 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 space or any other part of the Chapter House during such periods.
6. In the event Student withdraws from or is otherwise dismissed by the University of \_\_\_\_\_, 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.
7. 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.
8. All payments hereunder shall be made by cash or check payable to "\_\_\_\_\_ House Corporation" and mailed to \_\_\_\_\_.
9. Student shall observe all rules, regulations, and by-laws of Phi Kappa Psi National Fraternity, Chapter, Corporation, University of \_\_\_\_\_ and the laws of the State of \_\_\_\_\_. The possession and use of illegal substances or of firearms or weapons are strictly forbidden on Chapter premises and the Chapter House.
10. 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.
11. 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.
12. 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 \_\_\_\_\_ 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.
13. 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, University of \_\_\_\_\_ or any law of the State of \_\_\_\_\_.

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- 14. 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.
- 15. 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.

\_\_\_\_\_ HOUSE CORPORATION

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
STUDENT

\_\_\_\_\_  
PARENT OR GUARDIAN

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone