

NOTICE

This LEASE AGREEMENT is a LEGALLY BINDING CONTRACT. Upon completion and signature, you will become obligated to make all payments as set forth herein. Failure to comply with the Agreement may result in collection proceedings, legal action, and/or the loss of fraternity privileges and membership. **DO NOT SIGN UNTIL YOU READ THE AGREEMENT AND UNDERSTAND THE TERMS THEREIN.**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between

(Chapter Corporation) (Hereinafter referred as Landlord)

(Student Member) (Hereinafter referred as Tenant)

WITNESSETH:

That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. **Description.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, the premises in the Tau Kappa Epsilon Fraternity House:
 - a. _____
(Chapter House Address)
 - b. hereinafter called "room," to be used by Tenant for residential purposes only. Tenant is also entitled to make reasonable use of the common areas of the Fraternity House, subject to the rules and regulations of the chapter and alumni and volunteer corporation.

2. **Term.** The term of this lease begins on _____, 20____, and terminates on, _____ 20__, unless sooner terminated as hereinafter provided. The term of this lease does not include the periods of time between academic semesters of the _____.

3. **Rent.** Tenant agrees to pay the Landlord at its office in the Fraternity House rent (which includes board and parlor fee, if applicable) in the amount of \$_____, without demand or setoff, in installments as follows:
 - a. \$ _____ on _____, 20__
 - b. \$ _____ on _____, 20__
 - c. \$ _____ on _____, 20__
 - d. Time of rent payment is of the essence and Tenant shall pay a late charge of \$_____ if any installment is paid after the due date and \$_____ if any installment is paid on or after the eleventh day following the due date. Interest shall accrue at the annual rate of 12% on delinquent sums.

4. Right of Entry. Landlord and/or its agents shall have the right to enter the room by passkey or otherwise at all reasonable and necessary times without notice to inspect the room as well as any personal property for any reasonable purpose. It is further agreed that any locking devices or impediments to such a search shall be readily opened by the Tenant.

5. Default. In the event the Tenant is in default under this lease, Landlord shall have the right to terminate this lease and Tenant shall peacefully surrender the premises to the Landlord. The Landlord may, without formal demand or further notice of any kind, reenter the premises and repossess it therefrom without being liable for any damages therefore. No such termination of this lease by Landlord shall relieve Tenant of Tenant's liability and obligations under this lease and such liability and obligation shall survive any such termination. Even in default the Tenant shall remain liable to Landlord for the rent stated in paragraph three (3). Default on the part of Tenant shall include, but is not limited to, the following:
 - a. Delinquency in the due and punctual payment of any rent or other payment required hereunder for more than five (5) days after the date such payment is due;
 - b. Maintaining a nuisance within the premises;
 - c. Disorderly or illegal behavior on the part of Tenant or Tenant's guests;
 - d. Keeping any handguns, firearms or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the premises.
 - e. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;
 - f. Violation of any of the local, state, or federal laws or rules and regulations made by Landlord and/or the university; and
 - g. Violation of any of the covenants or conditions of this lease.
 - h. Violation of any chapter bylaws and/or Bylaws and Administrative Policies and Procedures of the national Fraternity.
 - i. Loss of Tenant's status as an undergraduate member or pledge of Tau Kappa Epsilon as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures.

6. Liability and Indemnity. The Landlord shall not be liable for injury, loss or damage to person or property occurring within the premises or property. Tenant assumes all risk of loss or damage of Tenant's property within the property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant in the property. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any person or persons for

loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant, his agents or guests, in or in connection with the use and/or occupancy of the premises by Tenant.

7. Damage or Destruction of Premises. If, in the option of Landlord, the premises or property should become untenantable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this lease, or move Tenant to similar accommodations within the property and repair and restore the premises or property. In the event of such damage or destruction to the premises or property without the fault of Tenant, his agents or guests, Tenant's obligation to pay rent hereunder shall be abated only if Landlord terminates this lease, or does not furnish Tenant similar accommodations within the property.
8. Assignment. Tenant shall not assign this lease nor sublet the whole or any part of the premises without the prior written consent of Landlord. Subject to the foregoing, all of the terms, provisions, covenants and conditions of this lease shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.
9. Condition of Premises. Prior to occupancy Tenant will examine the premises, including the furnishings, and Tenant agrees that upon the expiration or termination of this lease Tenant will peacefully surrender possession of the premises and the furnishings to Landlord in as good condition as they are at the beginning of the term of this lease, normal wear and tear excepted. Tenant further agrees to take good care of the premises, including the furnishings, and the common areas of the house, to permit and suffer no waste to be committed in the premises, and to make no changes or alterations to the premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs required to be made to the premises, including the furnishings, and the property, resulting from the misuse, neglect, carelessness, misconduct, or fault of Tenant or Tenant's guests. If any part of the common areas of the house is damaged from misuse, neglect, carelessness, or misconduct, the cost of repairs shall be paid by all tenants residing within the area of the damaged common area if the responsible party cannot be ascertained by the Landlord and if in the reasonable control of such tenants.
10. Pets. Pets will not be permitted in the Fraternity House.
11. Right of Refusal. Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever provided; however, such refusal shall not be based on Tenant's race, religion, or national origin. In the event of a refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.
12. Attorney's Fees. Tenant agrees to pay Landlord's attorney's fees and court costs in any action relating to this lease in which Landlord prevails.
13. Right of Reentry. If Landlord's right of reentry is exercised following a ten (10) day abandonment of the premises by Tenant without notice, or default and failure to cure, then Landlord may consider any personal property belonging to Tenant and left on the premises to

also have been abandoned. Landlord may then dispose of all such personal property in any manner Landlord deems proper and is hereby relieved of all liability for doing so.

Tenant Lease Accepted By Student and Parent or Guardian:

Student's signature: _____ Date _____
Student's name printed: _____
Social Security Number: _____
Telephone Number: _____ Email: _____
Parent or Guardian signature: _____ Date: _____
Parent or Guardian's name printed: _____
Social Security Number: _____
Address: _____
City/State/Zip: _____
Business phone: _____ Home phone: _____

Tenant Lease Accepted By Chapter:

Chapter President's Signature: _____
Date: _____
Chapter Treasure's Signature: _____
Date: _____

Tenant Lease Accepted By Chapter Corporation:

Chapter Corporation President's Signature: _____
Date: _____
Chapter Corporation Treasure's Signature: _____
Date: _____

**AGREEMENT OF PERSONAL GUARANTY
ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT**

Date: _____ 20____
Agreement between: _____ (Landlord) _____ and _____ (Tenant) _____

The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the financial duties and obligations under the Lease Agreement.

It is recognized and agreed that this Agreement of Guaranty by Guarantor is a substantial part of the consideration for the signing of the Lease Agreement by Landlord and that the Lease Agreement would not have been signed by Landlord without the agreement of Guarantor to sign this Guaranty Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by

Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of _____
(TENANT).

EXECUTED to be effective as of the _____ day of _____, 20__.

GUARANTOR:

Name: _____

ADDRESS: _____

PHONE NUMBER: _____

SOCIAL SECURITY NUMBER: _____