

Common Area Lease Agreement

[CORPORATION]

[CHAPTER] Chapter – [HOST INSTITUTION]

[ACADEMIC YEAR] Academic Year

This Common Area Lease Agreement (hereafter “Agreement”) is entered into this _____ day of _____, [YEAR] between [CORPORATION], a [STATE] corporation (hereafter “Corporation”), and the [CHAPTER] Chapter of Sigma Nu Fraternity, an unincorporated association (hereafter “Chapter”), which Chapter is comprised of college students attending [HOST INSTITUTION] (hereafter “Host Institution”).

WHEREAS, Corporation is the owner of the real property and building situated thereon located at [ADDRESS OF PROPERTY] (hereafter the “Property”); and

WHEREAS, Chapter desires to utilize Common Areas, as defined below, of the Property for its operations as a chapter of Sigma Nu Fraternity, Inc. (the “Fraternity”); and

WHEREAS, Corporation anticipates making rooms in the Property available to college students associated with Chapter; and

WHEREAS, Chapter understands that Chapter derives benefits from, and that college students associated with Chapter who do not enter into agreements with Corporation, but who pay dues to Chapter, derive benefits from, the use of Common Areas of the Property;

NOW, THEREFORE, Corporation and Chapter agree as follows:

1. The “Common Areas” are hereby defined as all areas of the Property other than the rooms available to and occupied by the college students associated with Chapter, including, without limitation, the kitchen, dining room, chapter room and other common rooms in the Property and all furnishing located therein; the hallways, stairs, bathrooms, storage areas, passageways and similar areas; the roof, walls, exterior, porches, doors, windows and all other structural and non-structural components of the building(s) on the Property; and the yard, grounds and related improvements on the Property. As rent under this Agreement, in addition to the utility, maintenance and tax expenses to be paid, as provided in Sections 7, 8 and 9 below, Chapter shall pay to Corporation an Empty Bed Fee and a Parlor Fee. The “Empty Bed Fee” is a fee determined by calculating the difference between full occupancy of the Property (which is [SINGLE PROPERTY OCCUPANCY] single rooms and [SINGLE PROPERTY OCCUPANCY] non-single rooms) and the actual number of college students who have executed agreements with Corporation to live on the Property (“Housing Agreements”) as of July 15 of each academic year for the Host Institution, and multiplying the difference, based on single and non-single rates, times the sum of \$[SINGLE ANNUAL OCCUPANCY PAYMENT] for singles and \$[NON-SINGLE ANNUAL OCCUPANCY PAYMENT] for non-singles, representing the estimated per person occupancy cost for the operation of the Property. The “Parlor Fee” is a per semester fee determined by calculating the number of members in the Chapter’s for the prior academic semester, less the number of members who have executed Housing Agreements and multiplying the number by the sum of \$[PARLOR FEE AMOUNT]. The Empty Bed Fee shall be subject to adjustment after August 15, [YEAR], based on the actual number of college students executing Housing Agreements or as a result of adjustment in the estimated per person occupancy cost for the operation of the Property. Corporation recognizes that the Empty Bed Fee and the Parlor Fee (collectively, the “Fees”) may be recouped by Chapter by imposing a direct charge on all of its members who have not executed Housing Agreements and Corporation further agrees to cooperate with Chapter in imposing such charges, so long as at no cost, expense or liability to Corporation. Notwithstanding the foregoing, as between Corporation and Chapter, Chapter shall be solely and exclusively responsible for paying the Fees, as the same shall be modified from time to time.
2. The Empty Bed Fee owed by Chapter to Corporation pursuant to this Agreement will be provided by written notice to Chapter by July 15 of each academic year or as soon thereafter as the occupancy of the Property is known. The Empty Bed Fee shall be paid by Chapter to Corporation in installments equal and due in accordance to the “Option C” payment option under the Housing Agreements. The amount of each installment is subject to adjustment from time to time as provided in Section 1 above.
3. The Parlor Fee owed by Chapter to Corporation pursuant to this Agreement will be provided by written notice to Chapter by May 1 for the upcoming fall term and December 1 for the upcoming spring term of each academic year or as soon thereafter as the membership information for the chapter is known and provided to Corporation by Sigma Nu Fraternity,

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Inc. in its use in calculating the Risk Management Assessments for the upcoming semester for each collegiate chapter. The Parlor Fee shall be paid by Chapter to Corporation in three equal installments per semester. For the fall semester, payments will be due September 1, October 1, and November 1 and for the spring term, payments will be due February 1, March 1, and April 1. Chapter shall receive a ten percent (10%) discount if payment is received in full on September 1 for the fall semester and February 1 for the spring semester.

4. As of December 1st of each academic year, Chapter will provide a written list to Corporation which states the names, e-mail addresses, phone numbers, and current and summer addresses of those college students associated with Chapter who intend to enter into Housing Agreements for the next academic year.
5. Chapter and the college students associated with it agree to be in compliance with and abide by *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.*, state, federal and municipal laws, and the rules and regulations of the Fraternity and the Host Institution. Chapter and the college students associated with it also agree to be in compliance with and abide by the House Rules, which may be modified by Corporation from time to time and at any time. A copy of the current House Rules is attached to this Agreement as Exhibit A.
6. This Agreement shall continue from year to year unless terminated by Corporation by providing written notice to Chapter. Corporation has the right to terminate this Agreement upon the following events and with the following respective notices by Corporation to Chapter:
 - a. Upon five (5) days' prior written notice by Corporation to Chapter if Chapter ceases to be a Chapter in good standing with Sigma Nu Fraternity, Inc.;
 - b. Upon twenty (20) days' prior written notice by Corporation to Chapter if Corporation, in its sole and absolute discretion, determines that it is no longer financially viable for it to make rooms available to college students associated with Chapter due to the number of college individuals who do have Housing Agreements or who intend to enter into Housing Agreements, due to amounts outstanding and unpaid by college students with whom Corporation enters into agreements concerning the Property, or for any other reason or cause;
 - c. Upon twenty (20) days' prior written notice by Corporation to Chapter that Chapter is delinquent in any amount it owes to Corporation pursuant to this Agreement;
 - d. Upon ten (10) days' prior written notice by Corporation to Chapter that Chapter, or college members associated with it, have breached the terms of paragraph 4 of this Agreement.
7. Chapter understands and agrees that it is not an agent of or an authorized representative of Corporation, that it has no authority to make any representations on behalf of Corporation, and that it has no authority to in any way create any legally binding agreement or obligation on behalf of Corporation.
8. Chapter agrees to maintain the Common Areas in good condition. The maintenance of the Common Areas, include, but is not limited to, the maintenance of interior hallways and rooms open to the Chapter of general use and other external portions of the Property. Chapter agrees to maintain the Common Areas in a presentable fashion so that they are appealing to the public and potential members. In the event that Chapter fails to so maintain the Property, Corporation may perform such maintenance on Chapter's behalf, but shall have no obligation to do so. Chapter agrees to reimburse Corporation, upon demand, for all of Corporation's costs and expenses incurred to keep the Property in a good and presentable condition. Under no circumstances shall the Chapter complete repairs themselves or contract with any outside party to have such repairs completed with out the express written consent of the Corporation. All work done to the Property must be coordinated with the Corporation. Notwithstanding the foregoing, Corporation shall be responsible for all major repairs and restorations of the Property not caused by Chapter or the college students associated with it.
9. [EDIT THIS PARAGRAPH BASED ON THE SITUATION] [SELECT "Chapter" OR "Corporation"] shall pay, on or before the date due, all costs and fees, including connection fees and deposits, related to all utility service to the Property, including, but not limited to, water, sewer, drainage, gas, electric, telephone and other telecommunication service, and cable television, except to the extent that local law expressly requires that the same be paid by the [SELECT "tenant" OR "owner"] of the Property; provided, however, to the extent enforceable under local law, [SELECT "Chapter" OR "Corporation"] hereby expressly waives any such requirements and agrees to pay the same directly, or, if so permitted under local law, Corporation may add such costs as a component of the Empty Bed Fee. [SELECT "Chapter" OR "Corporation"] shall also pay all real estate taxes, assessments, governmental fees, payments and fines related to the Property, [SELECT "Chapter" OR "Corporation"]'s use thereof or to the acts or omissions of [SELECT "Chapter" OR "Corporation"]. The foregoing shall not apply to building permits or similar approvals required due to remodeling or

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similar work undertaken by Corporation. Chapter shall provide Corporation with evidence of the above payments when requested by Corporation.

10. In the event Chapter fails to pay any amounts due under this Agreement when due, Corporation shall be entitled to all rightful remedies set forth above, and to all remedies available at law or in equity, without any further notice being required. In addition to the above remedies, and not in lieu thereof, Corporation shall also be entitled, so long as any default exists, to limit the use of the Property to the room and board for the legal occupants thereof and to expressly prohibit any other party from entering the Premises; and to prohibit the use of the Property for business, academic, social or fraternal purposes. Corporation and Chapter hereby acknowledges that the occupancy of the Property by parties who have not enter into a written agreement with Corporation results in increased common use expenses, which increases the risk of further non-payment by Chapter and, therefore, Corporation's remedy to exclude these persons from the Property is reasonable under the circumstances. Without limiting the foregoing remedies, Corporation shall also be entitled to exercise, or cause to be exercised, all of the same remedies which would be available to the Fraternity as a result of Chapter's failure to pay the dues, insurance payments and other amounts due by Chapter to the Fraternity, regard less of whether Chapter is actually in default on payments to the Fraternity or not.
11. Each of the members of Chapter, by agreeing to their agreement, becoming members of Chapter and occupying the Property are hereby jointly and severally liable for all amounts due by Chapter hereunder.

CHAPTER

CORPORATION

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Its: _____
Commander
Title

Its _____
Title

Date: _____

Date: _____

By: _____
Signature

Printed Name

Its: _____
Lt. Commander
Title

Date: _____

By: _____
Signature

Printed Name

Its: _____
Treasurer
Title

Date: _____

EXHIBIT A

HOUSE RULES

1. All activities occurring in the Chapter House or on the adjacent real estate shall comply with *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.*
2. The Chapter House and grounds shall be kept and maintained in a clean, orderly, sanitary, and habitable condition at all times.
3. No firearms, ammunition, weapons, or explosives may be possessed, stored, or otherwise caused to be present in the Chapter House or on the adjacent real estate.
4. Tampering with, destroying, or misusing in any way, smoke detectors, fire detection and alarm systems, and/or sprinkler systems/fire extinguishers is strictly prohibited.
5. No pets or other animals are allowed in the Chapter House at any time.
6. No one is allowed on the roof at any time.
7. The Chapter House and furnishings will be utilized by the members and their guests in a manner consistent with the purpose for which they were designed. No furnishings should be removed from the Chapter House, at any time, without the express consent of Corporation.
8. No furniture (except furniture specifically designed for such purpose) shall be placed on the front porch of the Chapter House.
9. There shall be no permanent alteration or removal of any interior or exterior, permanent or decorative fixtures or equipment, including, without limitation, any plumbing, heating, water or electrical fixtures, equipment or systems.
10. There shall be no permanent alteration (including painting) of any part of the Chapter House.
11. Any painting, removal of furnishings, or other substantial alteration to individual living quarters requires the express permission of Corporation.
12. Living quarters shall be maintained in a reasonably clean condition at all times.
13. No windows, doors, window frames, door frames, door handles, locks, or latches shall be removed or altered in any way.
14. No bridges, slides, pools, ponds, waterslides, stages, or other structures shall be constructed within the Chapter House or on the adjacent real estate, except by licensed, insured contractors with the express consent of Corporation.