

Housing Agreement
[CHAPTER] Chapter – [INSTITUTION]
[ACADEMIC YEAR] Academic Year

STUDENT INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

Have you ever resided in this property before? Yes No

First Name:

Middle Name:

Last Name:

Summer/Break Address:

City: State: Zip Code:

Social Security Number: - - Driver's License Number:

Summer/Break Phone: () - School Phone: () -

Mobile Phone: () -

E-mail Address:

PARENT/GUARDIAN INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

Name(s):

Address (if different from above):

City: State: Zip Code:

Home Phone: () - Work Phone: () -

Mobile Phone: () -

E-mail Address:

OCCUPANCY DATES

FALL [YEAR]

SPRING [YEAR]

Move-in/House Opening [OPEN DATE]
House Closes for Semester Break [CLOSE DATE]

House Reopens [OPEN DATE]
House Closes [CLOSE DATE]

SUMMARY OF OCCUPANCY PAYMENTS

A Housing Deposit of \$[DEPOSIT AMOUNT] ([DEPOSIT AMOUNT]) will be due upon signing of this Agreement or by June 1, 2008, which ever is later, as set forth in Section 3 below. The Housing Deposit shall be deposited with SunTrust Banks, Inc. The Housing Deposit can be paid via check or money order payable and mailed to: Fifth Point Properties, LLC, P.O. Box 773, Lexington, VA 24450.

Occupancy Payments for the period commencing [START DATE] and ending [END DATE] is in the amount of \$[RENT AMOUNT] ([RENT AMOUNT]). Occupancy Payments is due under three options outlined in the following schedule. Please select the option that you wish to pay under. Failure to select an option will result in the selection of Option B.

PAYMENT OPTIONS: Option A Option B Option C

FALL 2009				SPRING 2010			
Date	Option A Amount	Option B Amount	Option C Amount	Date	Option A Amount	Option B Amount	Option C Amount
[COMPLETE]							

Occupancy Payments must be made via a recurring Credit/Debit Card transaction or an ACH Direct Debit to your checking account, unless you wish to pay for each semester in advance. **You must complete the Payment Authorization form (the “Payment Option”)** based on how you wish to make your payments. These transactions will be processed on the dates and amounts indicated above. Credit/Debit Card transactions that are denied will be considered a late payment and will result in the applicable late fees. ACH Direct Debit transactions that are returned for insufficient funds or closed account will result in a \$30.00 (Thirty Dollars) charge plus any applicable late fees.

HOUSING CONTRACT

1. PARTIES AND AGREEMENTS

- A. This Agreement is an agreement between [HOUSE CORPORATION] (“Corporation”) and the undersigned (the “Student”) for a room assignment. It shall be effective upon execution by Student and acceptance by an authorized representative of Corporation. THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGMENT THAT CREATES A REVOCABLE LICENSE.
- B. This Agreement is personal to Student and may not be assigned or otherwise transferred by Student to any other organization or person. Student space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity without the express written consent of an authorized representative of Corporation. Student may use the room space for residential purposes only. Other uses are in violation of this Agreement and may, at the Corporation’s option result in termination of this Agreement and loss of deposit, and any other remedies available to Corporation.
- C. In consideration of being permitted occupy a part of the “Chapter House”, situated at [STREET], [CITY, STATE ZIP] the Student agrees to obligations set forth herein.

2. TERMS OF HOUSING

- A. This Agreement covers the period of time set forth in the Occupancy Dates above. Rooms are engaged for both fall and spring terms of the year for which contract are made. Student agrees to pay full charges for space, subject to this Agreement, even if Student vacates said space before the end of the term of this Agreement and agrees to pay reasonable attorney's fees and costs of collection of any unpaid account as permitted by law. The dates that Chapter House will open and close are as set forth above in the Occupancy Dates above. Any occupancy during periods which the house is closed or after the final closing date shall be considered a holdover tenancy at will (not on a month to month basis), which shall be terminable by Corporation upon 24 hours notice to Student. Payment for any such period shall be at a rate of \$50.00 (Fifty Dollars) per day.

- B. Occupancy Payments shall be considered late if it has not been received within five (5) business days of due date. Late payment is subject to a late fee of \$30.00 (Thirty Dollars) (or the highest amount allowed by law, if lower), as well as interest charges, retroactive to the due date, on the outstanding balance at a rate of 1.5% interest per month (18% per annum) (or the highest amount allowed by law, if lower).
- C. Any unpaid balances remaining due after termination of the occupancy shall be subject to 1.5% interest per month (18% per annum) (or the highest amount allowed by law, if lower) and will be considered additional occupancy charges hereunder.
- D. Charges for the academic year are based upon the occupancy dates and the scheduled payments, terms, and due dates as set forth above.
- E. This Agreement is for a right to occupy only. Corporation reserves the right to assign or reassign individual rooms as it sees fit. Initial room and roommate assignments will be made by [CHAPTER] Chapter's Commander, but are subject to change from time to time.
- F. Student agrees to be contractually responsible for all dues and assessments charged by the [CHAPTER] Chapter of Sigma Nu Fraternity during each semester Student attends the university. A failure of Student to pay such dues and assessments shall be deemed a breach of this Agreement.
- G. Student accepts and agrees to all House Rules relative to the House (as they may be amended from time to time). Student hereby acknowledges that he has received and understands these rules.
- H. Student accepts and agrees to abide by *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.* (as they may be amended from time to time). Student hereby acknowledges that he has received and understands this document. A copy of *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.* can be obtained from the [CHAPTER] Chapter's Commander.
- I. Corporation makes no commitment to the Student about what furniture, (if any) will be available in the room assigned to the Student. The Student agrees to maintain his room, all common areas, and the contents assigned to him in good condition and in accordance with all regulations of the [CHAPTER] Chapter, Sigma Nu Fraternity, Inc. and Corporation, as now exist or as may be subsequently created.
- J. No alterations may be made to any portion of the Chapter House without the prior approval of Corporation. Any loft which is constructed must be free standing and shall not be connected to any portion of the structure of the Chapter House. All loft construction shall be in compliance with the appropriate local building codes and regulations and Corporation or Chapter House's permission for any improvements or inspection of the same is solely for their benefit and is in no way a representation that such improvements comply with any laws or codes, that the same is constructed in a safe or careful manner, or is suitable for its intended purpose.
- K. Student shall return all keys to the Chapter House upon termination of occupancy for any cause. Student agrees to pay Corporation \$250.00 (Two Hundred Fifty Dollars) as liquidated damages for Students failure to return keys. This is in addition to any and all damages which might be allowed pursuant to this Agreement or law.
- L. Student must at all times be a student in good standing with [INSTITUTION].
- M. The Common Area Lease Agreement with [CHAPTER] Chapter of Sigma Nu Fraternity must at all times be in full force and effect. A termination of the Common Area Lease Agreement may also terminate this Agreement if so elected by Corporation.

3. HOUSING DEPOSIT

- A. A \$[DEPOSIT AMOUNT] ([DEPOSIT AMOUNT]) housing deposit ("Housing Deposit") is required, as set forth above. THE HOUSING DEPOSIT SHALL NOT BE USED FOR THE LAST MONTH'S OCCUPANCY CHARGE. To the extent that the Housing Deposit is not applied in the manner permitted by applicable law, it shall be returnable to Student; provided, however, that Student and Corporation acknowledge that the Housing Deposit relates only to this Agreement and is not, and shall not be deemed to be, a security deposit, as defined under state law. Student shall remain liable for any deficiencies or balances remaining unpaid, and/or other damages to the Room, Chapter House, furnishings and contents, after application of the housing deposit, and the same may be paid directly from the Payment Option selected by Student upon signing this Agreement. In the event that any part of the Housing Deposit is applied by Corporation for payments owed by Student, Student shall, within five (5) days of receipt from Corporation, pay to Corporation the sum required to bring the Housing Deposit to an amount equal

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to twice the amount of the Housing Deposit as of the date the Agreement is signed; thereafter Student shall make additional payments to Corporation to maintain the Housing Deposit at this increased amount. In addition, damages which have been done by a person or persons unknown shall be apportioned among all residents of the Chapter House as determined by an official representative of Corporation and Student shall be responsible for his share of such amounts. Student shall receive no interest on the Housing Deposit. The Housing Deposit will be maintained in a bank account together with all other Housing Deposits paid by other Students (if any) at [BANK NAME], whose address is [BANK ADDRESS]. The following notice is provided to the Student:

You must notify Corporation in writing within 10 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise Corporation shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

4. CANCELLATION OF CONTRACT

- A. Loss of Housing Deposit – Subject to section B and C below, cancellation of this Agreement for any reason by Student, or cancellation “for good cause” (as defined in section D below) by Corporation, by prior to the stated termination date, shall be deemed a premature termination of the agreement, and may result in loss of Housing Deposit, in addition to all other remedies at law or in equity.
- B. Cancellation Prior to Occupancy - If Student cancels this Agreement prior to occupancy and finds a suitable replacement, whose substitution for Student hereunder is accepted in writing by Corporation, Corporation at its discretion, may refund Housing Deposit. "Occupancy" means acceptance of a room key and placing of personal belongings in the House.
- C. Cancellation After Occupancy - After occupancy, cancellation will be accepted only if Student withdraws from the University and only with respect to amounts not due and payable under this Agreement as date of withdrawal.
- D. Termination By Corporation for Cause - Corporation reserves the right to terminate this Agreement with reasonable notice and for good cause. Good cause means any conduct which disrupts the orderly administration and/or function for the [CHAPTER] and/or Corporation or is a violation of any obligations or duties of this Agreement. Reasonable notice means forty-eight (48) hours unless a longer period is required by law.
- E. Corporation reserves the right to terminate this Agreement with reasonable notice for any breach of the Agreement by Student, if Student ceases to be a student in good standing at [INSTITUTION], a member in good standing with the [CHAPTER] Chapter or with Sigma Nu Fraternity, Inc., and if the [CHAPTER] Chapter ceases to be a Chapter in good standing with Sigma Nu Fraternity, Inc.
- F. Should Student fail to pay occupancy charges or other charges when due or breach any other condition of the Agreement after three days notice in writing to pay the occupancy charges due or comply with the conditions of this Agreement, Corporation may, at its election, (a) declare all occupancy charges and other payments for the entire unexpired term of this Agreement at once due and payable, and if not paid immediately upon demand by Corporation then to resort to legal process for collection of all unpaid and accelerated payments due under this Agreement; (b) terminate this Agreement and resort to legal process for collection of damages and/or removal from the Chapter House; and/or (c) lawfully remove all persons and property from the Chapter House, and store the property in a public warehouse or elsewhere at the cost and for the account of Student.

5. RIGHT OF ENTRY

- A. Corporation reserves the right to enter Student rooms at any times convenient to Chapter members for purposes of inspection, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim any Corporation property.

6. REGULATIONS

- A. The Student agrees to comply with all of the terms and conditions of this Agreement, the bylaws and regulations of the [CHAPTER] Chapter, the laws and regulations of Sigma Nu Fraternity, Inc., and all applicable local, state and federal laws.
- B. Student agrees to comply with all local municipality housing, fire and safety regulations. Items allowed in the house include irons, radios, and small portable electrical equipment. Items NOT allowed in the Chapter House include, but are not limited to air conditioning units, waterbeds, fireworks, food preparation hotplates, illegal drugs and any weapons.
- C. (a) Student's agrees to use the Chapter House for private residential purposes only; (b) Student shall not disturb, annoy, endanger or inconvenience neighbors; (c) at the time of occupancy, Student shall inspect his assigned room in the Chapter

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[ACADEMIC YEAR] Academic Year

House and verify the room is in a clean, habitable and undamaged condition except as noted on the Student Check-in form provided during Move-in/House Opening; (d) property left on the Chapter House after Student vacates the Chapter House will be deemed abandoned and may be disposed of immediately as Corporation sees fit, without liability or accountability; (e) Student will comply with all laws and/or city ordinances now in effect or hereafter instituted by any governmental agency having jurisdiction, together with all rules, regulations or policies now in effect for the Chapter House of hereafter reasonably imposed by the [INSTITUTION], Sigma Nu Fraternity Inc., or Corporation; (f) Student will not use the Chapter House for any immoral or unlawful purpose, nor commit waste or nuisance upon or about the Chapter House; (g) Student shall practice good housekeeping and keep the Chapter House neat and clean; and (h) Student shall not, (nor shall Student knowingly permit any member of Student's guests or other person under Student's control), engage in unlawful activity or drug related criminal activity, in or about the Chapter House. Unlawful activities include, but are not limited to, acts of violence that damage or destroy the Chapter House or disturb or injure other Students, neighbors, or anyone else in the Chapter House. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

- D. Student shall be liable for all damages to, or losses of, the Chapter House fixtures or furnishings, personal property furnished under this Agreement or Fraternity property, which damage or loss is caused by the Student. **DAMAGE TO COMMON AREAS FOR THE HOUSE WILL BE CHARGED ON A PRO-RATA BASIS TO ALL OCCUPANTS or MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY INDIVIDUALS AND THEY CAN BE CLEARLY IDENTIFIED BY AN OFFICER OF THE CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE HELD LIABLE FOR THE REPAIR CHARGES.** Charges for damages are NOT limited to Housing Deposit.
- E. For health and safety reasons, no pets of any kind shall be kept in or about the Chapter House without the prior written consent of the Corporation.
- F. This Agreement shall not be assigned nor subleased without prior written consent of the Corporation.

7. LIABILITY

- A. **RELEASE:** STUDENT HEREBY RELEASES SIGMA NU FRATERNITY, INC, CORPORATION, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF SUCH ENTITIES OR ORGANIZATIONS FROM ANY LIABILITY FOR DEATH, INJURY OR LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUEST(S) CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE ROOM, ACTS OF GOD, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF CORPORATION, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT.
- B. STUDENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SIGMA NU FRATERNITY, INC., CORPORATION, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FOR ANY LIABILITY, INCLUDING COSTS AND ATTORNEY'S FEES, DUE TO DEATH, INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY OF STUDENT, GUESTS, INVITEES, OR OTHER PRESENT IN THE ROOM OR CHAPTER HOUSE WITH STUDENT'S CONSENT FROM ANY CAUSE, INCLUDING LIABILITY CAUSED BY THE NEGLIGENCE OF THOSE INDEMNIFIED HEREUNDER, OTHER THAN THE GROSS NEGLIGENCE OF SIGMA NU FRATERNITY, INC., CORPORATION, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF EMPLOYMENT AND FROM ANY LIABILITIES ARISING AS THE RESULT OF THE ACTS OF STUDENT OR OTHERS PRESENT WITH STUDENT'S CONSENT.
- C. STUDENT IS HEREBY ADVISED THAT INSURANCE DOES NOT COVER PERSONAL PROPERTY OF STUDENT. STUDENT IS URGED TO PURCHASE INSURANCE COVERAGE FOR LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, WATER DAMAGE AND OTHER UNFORTUNATE EVENTS, TOGETHER WITH LIABILITY COVERAGE. NEITHER CORPORATION, ITS EMPLOYEES OR AGENTS SHALL BE LIABLE FOR DAMAGES OR INJURY TO STUDENT OR ANY OTHER PERSON, OR TO ANY PROPERTY, OCCURRING ON THE CHAPTER HOUSE, AND STUDENT AGREES TO HOLD HARMLESS FROM ANY CLAIMS FOR DAMAGE NO MATTER HOW CAUSED.

8. MISCELLANEOUS

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HOUSE RULES

1. All activities occurring in the Chapter House or on the adjacent real estate shall comply with 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.

Payment Authorization

[CHAPTER] Chapter – [INSTITUTION]
[ACADEMIC YEAR] Academic Year

SUMMARY OF OCCUPANCY PAYMENTS

Occupancy Payments for the period commencing [START DATE] and ending [END DATE] is in the amount of \$[RENT AMOUNT] ([RENT AMOUNT]). Occupancy Payments is due under three options outlined in the following schedule. Please select the option that you wish to pay under. Failure to select an option will result in the selection of Option B.

PAYMENT OPTIONS:

Option A Option B Option C

FALL 2009				SPRING 2010			
Date	Option A Amount	Option B Amount	Option C Amount	Date	Option A Amount	Option B Amount	Option C Amount
[COMPLETE]							

Occupancy Payments must be made via a recurring Credit/Debit Card transaction or an ACH Direct Debit to your checking account, unless you wish to pay for each semester in advance. **You must complete the Payment Authorization form (the “Payment Option”) based on how you wish to make your payments.** These transactions will be processed on the dates and amounts indicated above. Credit/Debit Card transactions that are denied will be considered a late payment and will result in the applicable late fees. ACH Direct Debit transactions that are returned for insufficient funds or closed account will result in a \$30.00 (Thirty Dollars) charge plus any applicable late fees.

Occupancy Payments shall be considered late if it has not been received within five (5) business days of due date. Late payment is subject to a late fee of \$30.00 (Thirty Dollars) (or the highest amount allowed by law, if lower), as well as interest charges, retroactive to the due date, on the outstanding balance at a rate of 1.5% interest per month (18% per annum) (or the highest amount allowed by law, if lower).

CREDIT/DEBIT CARD INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

Card Type: Visa MasterCard American Express Discover

Name on Card:

Card Number:

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Expiration Date:

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Billing Address:

City: State: Zip Code:

Cardholder's E-mail Address:

Daily Transaction Limit: Yes No If yes, my limit is \$, therefore I authorize multiple concurrent daily transactions for the full amount due.

By signing below, I hereby authorize Fifth Point Properties, LLC to charge my credit/debit card for the amounts and on the dates listed above along with any accumulated late fees.

Signature

Date

ACH DIRECT DEBIT INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

Bank Account Type: Checking Savings

Name on Bank Account:

Bank Name:

Bank Routing Number:

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Account Number:

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Billing Address:

City: State: Zip Code:

Account Holder's E-mail Address:

By signing below, I hereby authorize Fifth Point Properties, LLC to initiate debit entries to the bank account named above for the amounts and on the dates listed above along with any accumulated late or return fees.

Signature

Date

FOR CHECKING ACCOUNTS - PLEASE PROVIDE A COPY OF A VOIDED CHECK

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