

## **LEASE AGREEMENT**

This Lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20[**YEAR**], by and between [**SIGMA NU HOUSE CORPORATION**] a [STATE] not-for-profit corporation (hereinafter called “Landlord”), and [**TENENT HOUSE CORPORATION**], a [STATE] not-for-profit corporation (hereinafter called “Tenant”).

ARTICLE I: PREMISES. Landlord is the true and lawful owner, agent of the owner, or is otherwise authorized on behalf of the owner, and does hereby let and lease unto Tenant the following described premises: [**ADDRESS OF PROPERTY**] (such real estate, improvements and appurtenances hereinafter jointly and severally referred to as the “Leased Premises”), under the following terms and conditions. Tenant expressly acknowledges that it has been afforded the opportunity to make inspections of the Leased Premises as it believes are necessary to determine the condition thereof, and that it is relying solely on the results of such inspections to determine that condition of the Leased Premises and is not relying on any statement or consent of Landlord with regard to the same. Tenant is taking the Leased Premises in their “AS-IS” condition, without any representation or warranty from Landlord regarding the same. Landlord shall have no obligation to make any improvements, repairs or upgrades of the Leased Premises or to conduct any sort of “build-out” of the same. All additions, repairs and upgrades shall be performed by Tenant, at its sole cost and expense, and in compliance with Article IX below.

ARTICLE II: TERM. The terms of this Lease shall commence on the [**LEASE BEGIN DATE**], and continue for one year (12) months, until [**LEASE END DATE**]. The agreement may be extended upon agreement of both parties.

ARTICLE III: TENANT’S USE. The Leased Premises shall be used, occupied and maintained by Tenant as a student dormitory for the members of [**TENENT CHAPTER NAME**] only. Tenant agrees not to use or permit the Leased Premises or any part thereof to be used for any other purpose. Tenant shall not abandon the Leased Premises. Tenant further agrees that at all times during the term of this Lease, Tenant shall conform to and comply with, at its own expense, all laws, ordinances and governmental regulations applicable to the Leased Premises and the requirements of all carriers of insurance on the Leased Premises or the building of which the Leased Premises are a part (the “Building”). Tenant shall not store, display, distribute or sell any alcoholic liquors, nor shall Tenant keep on the Leased Premises any inflammables, such as gasoline, kerosene, naphtha or benzene or other volatile chemicals or compounds or any other articles of intrinsically dangerous nature. Tenant shall, at all times, comply with the requirements of [**UNIVERSITY NAME**] as they relate to Tenant’s operations as a fraternity or are otherwise binding on Tenant, the Leased Premises, or the occupants thereof. All occupants of the Leased Premises shall be enrolled students at [**UNIVERSITY NAME**], except for not more than one (1) house supervisor.

ARTICLE IV: MINIMUM BASE RENTAL AMOUNT. Tenant hereby covenants and agrees to pay Landlord as a fixed minimum base rental (“Minimum Rent”) for the term of this Lease, in equal monthly installments of [**RENT AMOUNT**] during the term hereof.

Any other payments due by Tenant to Landlord under this Lease shall be defined as “Additional Rent” and, together with the Minimum Rent, shall be “Rent”.

ARTICLE V: RENT COMMENCEMENT. The obligation of Tenant to pay the Minimum Rent as well as all additional rental amounts shall commence on [FIRST RENT PAYMENT DUE]. Said date shall be deemed to be the rent commencement date for all purposes hereunder. The payment of Minimum Rent for the first month of the term of this Lease has been paid by Tenant concurrently with the execution of this Lease, the receipt of which is hereby acknowledged. The next installment shall be due on [NEXT DATE RENT IS DUE].

Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing. Tenant hereby waives any right of presentment or notice with regard to the payment of rent.

ARTICLE VI: SECURITY DEPOSIT. Concurrently with Tenant’s execution of this Lease, Tenant shall deposit with Landlord the sum of [DEPOSIT AMOUNT] as a Security Deposit. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any rent or other sum in default, or for the payments of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default without prejudice to any other rights and/or remedies of Landlord. If any portion of said Deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant’s failure to do so shall be a default under this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord’s option, to the last assignee of Tenant’s interest hereunder) within twenty (20) days following expiration of the Lease term. In the event of termination of Landlord’s interest in this Lease, Landlord shall transfer said deposit to Landlord’s successor in interest. As further security for the performance by Tenant of all of the terms conditions and covenants herein, and for the payment and performance of all existing and future indebtedness, obligations and liabilities, direct or contingent, of Tenant to Landlord, Tenant hereby pledges, assigns, transfers and grants to Landlord a security interest in and to all of Tenant’s property tangible or intangible, including, but not limited to all of Tenant’s leases, subleases and contracts with third parties and all proceeds thereof.

ARTICLE VII: SUBORDINATION. Tenant agrees to subordinate this Lease to any mortgage, trust deed, or other encumbrance which may hereafter be place on the Leased Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements and extensions thereof. Tenant agrees to execute any instrument or instruments which Landlord may reasonably require to effect such subordination, provided that Tenant, its successors and assigns

shall have the right to freely, peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises so long as Tenant shall not be in default under this Lease. In the event any mortgagee, trustee or encumbrancer elects to have this Lease as a prior lien to its mortgage, trust deed or encumbrance, then in such event upon mortgagee, trustee or encumbrancer notifying Tenant to that effect, this Lease shall be deemed a prior lien to said mortgage, trust deed or encumbrance whether or not this Lease is dated prior to said mortgage, trust deed or encumbrance.

#### ARTICLE VIII: INSURANCE.

A. Landlord's Property Insurance. Landlord, at its expense, during the term of this Lease and any extensions or renewals thereof, shall secure and maintain property insurance coverage, with full replacement cost coverage, on the Building and related improvements, personal property and any other property owned by Landlord on the Leased Premises.

Landlord's property insurance shall waive any right of subrogation against Tenant to which any insurer of Landlord may be entitled.

Landlord's property insurance shall be provided by an insurance company authorized to write such insurance in [STATE], and payments thereunder shall be made solely to Landlord.

Landlord shall furnish Tenant with a certificate or other evidence of Landlord's property insurance within twenty (20) days after Tenant provides to Landlord the certificate of insurance required by Paragraph B below and not less than ten (10) days prior to the termination of any such insurance.

B. Tenant's Property Insurance. Tenant, at its expense, during the term of this Lease and any renewals or extensions thereof, shall secure and maintain property insurance coverage, with full replacement cost coverage, on its personal property, improvements and betterments, and any other property owned by Tenant on, or any other occupants of, the Leased Premises. Tenant acknowledges that Landlord's insurance will not provide coverage against any personal property on the Leased Premises and will further make, in all writing, all occupants of the Leased Premises aware of such fact and encourage the same to obtain their own insurance coverage.

Tenant's property insurance shall waive any right of subrogation against Landlord to which any insurer of Tenant may be entitled.

Tenant's property insurance shall provide that it may not be canceled or otherwise terminated, unless the insurer has first provided to Landlord via certified mail, not less than thirty (30) days' prior written notice.

Tenant's property insurance shall be provided by an insurance company authorized to write such insurance in [STATE], and payments thereunder shall be made solely to Tenant.

C. Tenant's Liability Insurance. Tenant, at its expense, during the term of this Lease and any extensions or renewals thereof, shall secure and maintain standard commercial general liability

insurance coverage, or its equivalent, insuring Tenant against liability or claims for bodily injury, property damage and personal injury.

Tenant's liability insurance shall afford coverage limits of not less than \$2,000,000 combined single limit. Tenant's liability insurance may be provided pursuant to the coverage offered by the insurance coverage obtained by [TENENT CHAPTER NATIONAL NAME], so long as the same is reasonably acceptable to Landlord and Landlord is named as an additional insured.

Tenant's liability insurance shall name Landlord and the property management company, if any, as additional insureds. Any coverage available to Landlord under Tenant's liability insurance shall be excess of Landlord's own insurance. Tenant's liability insurance shall include fire legal liability coverage with a coverage limit of not less than \$100,000 combined single limit. Tenant's liability insurance shall provide that it may not be canceled or otherwise terminated, unless the insurer has first provided to Landlord via certified mail, not less than thirty (30) days' prior written notice.

Tenant's liability insurance shall be provided by an insurance company authorized to write such insurance in [STATE], and approved by Landlord, which approval shall not be unreasonably withheld.

D. Mutual Waivers of Subrogation. Anything in the Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, or other cause of action against the other, its agents, officers, or employees, for any loss or damage that may occur to any property of the other party, which would be insured against under the terms of the respective parties insurance, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and each covenants that no insurer shall hold any right of subrogation against such party.

However, with respect to damage to Landlord's property by fire, Tenant shall remain liable for its negligence, and/or the negligence of its subtenants, agents, or employees to the extent of the "deductible" contained in Landlord's property insurance policy.

E. Policies. Each policy required to be carried by Tenant hereunder shall be subject to the prior approval of Landlord as to form and insurer. A duplicate original or certificate of all policies procured by Tenant in compliance with its obligations under this Article shall be delivered to Landlord at least thirty (30) days prior to Tenant taking possession of the premises, and thereafter, at least thirty (30) days prior to the expiration of any such policy. In the event of Tenant's failure, in whole or in part, at any time during the term hereof, to obtain insurance required to be carried by Tenant under the provisions of this Article or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay on demand to Landlord the costs and expenses thereof as additional rent.

F. Increases in Rates. If, for any reason directly attributable to Tenant's use of the Leased Premises, the premiums on any insurance carried by Landlord shall be increased, any increase

attributable to Tenant's use shall be paid by Tenant to Landlord as additional rent, on demand by Landlord.

G. Risk. Tenant agrees to use and occupy the Leased Premises at its own risk, and hereby (for itself and all persons claiming under, by or through Tenant) releases Landlord, its agents, servants, contractors, employees, successors and assigns from all claims and demands of every kind resulting from any accident, damage or injury occurring therein, unless due to Landlord's gross negligence. Landlord shall have no responsibility or liability for any loss of, damage, or injury to, fixtures, improvements or other personal property of Tenant, or any of them from any source whatsoever, unless due to its gross negligence.

ARTICLE IX: INDEMNIFICATION. Except as otherwise expressly provided in this Lease, Tenant shall indemnify, defend and hold harmless Landlord, the property management company, if any, and their officers, directors, agents, and employees, and shall cause [TENENT CHAPTER NATIONAL NAME] to so indemnify and hold harmless, from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, and other liabilities arising out of this Lease including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, arising from or related to the negligence or willful acts or omissions of Tenant, its officers, agents, partners, or employees, or any parties occupying the Leased Premises as the tenant or licensee of Tenant, or any party occupying the Leased Premises with the consent of said tenants or licensees, or arising from or related to Tenant's default under this Lease, Tenant's use or occupation of the Leased Premises, or the acts or omissions of any other party on the Leased Premises, including, without limitation, any acts of vandalism.

ARTICLE X: UTILITIES. Tenant shall pay for all water, gas heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. Upon Landlord's request, Tenant shall provide copies of paid receipts showing that Tenant is current on all payments due to the utilities providers. This obligation shall begin on the date Tenant takes possession of the Leased Premises.

ARTICLE XI: ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to the Leased Premises or any part thereof without first obtaining the written consent of Landlord, which consent may be withheld at Landlord's sole discretion; and any alterations, additions or improvements to the Leased Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Leased Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. In making any such alterations, additions, or improvements, Tenant shall use only contractors previously approved by Landlord in writing, and such work shall be in compliance with all rules, regulations, ordinances, codes and laws of all applicable governmental bodies. In addition, if any such alterations, additions or improvements in any way involve or require penetration of the roof of the building, such work shall be performed by Landlord's contractor, at Tenant's expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least

thirty (30) days prior to the end of the term, or within fifteen (15) days thereafter, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Leased Premises caused by such removal; and in default thereof, Landlord may effect said removals and repairs and Tenant will pay to Landlord, on demand, the cost thereof with interest at 15% per annum from the date of such removal by Landlord. All trade fixtures that are attached to the Leased Premises with Landlord's written consent may be removed at the expiration of the term of this Lease or at the expiration of any extensions or renewals thereof, provided that the Leased Premises are restored by Tenant to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Tenant as aforesaid shall become the property of Landlord.

## ARTICLE XII: REPAIRS.

A. Tenant shall, at Tenant's sole cost and expense, maintain the Leased Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any doors, window casements, glazing, plumbing fixtures and pipes, electrical fixtures, wiring and conduits, and heating and air-conditioning systems when such replacements or repairs are necessitated in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees. Tenant shall provide Landlord with notice of all repairs conducted on the Leased Premises. As part of Tenant's maintenance obligations, Tenant shall have the HVAC system inspected twice (2) per year with a contractor reasonably approved by Landlord, which inspection shall be similar to that customarily obtained by other fraternity and sorority houses on the [UNIVERSITY NAME] campus.

Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Leased Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Leased Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article XII, Section A above, but subject to all other provisions of this Lease, including Articles VIII and IX, Landlord shall repair and maintain the structural portions of the Building, including exterior walls, foundation and roof, and major repairs to the HVAC, electrical, plumbing, drainage and sewer systems of the Leased Premises (but excluding such maintenance and repairs as are described in Section A above). However Landlord shall not be liable for any failure to make any repairs or to perform any maintenance, unless and until Tenant has specifically notified Landlord, in writing, of the required repair and maintenance. Landlord shall have thirty (30) days to complete any required repairs or maintenance; provided, however, in the event that such repair or maintenance can not be reasonably completed within said thirty (30) day period, or such longer period as would be reasonably required, then Landlord shall not be in default under this Lease so long as Landlord commences the repair or maintenance within thirty (30) days of Landlord's receipt of Tenant's notice and Landlord continues to use commercially reasonable efforts to complete the repair or maintenance in a reasonable period of time. Notwithstanding the foregoing, the parties agree that

certain repairs must be made quickly, such as repairs needed in an emergency situation or repairs to remedy a situation that materially affects the normal operation of the Leased Premises. Tenant shall immediately notify Landlord of such repairs, either by telephone or by electronic mail. Such repairs or replacements will be made by Landlord as quickly as commercially reasonable after notice of such emergency situation is received or, at Landlord's option, Tenant may be required to make such repairs, the reasonable cost of which shall be paid by Landlord unless Tenant would otherwise be obligated to pay for such repairs under this Lease. In the event that Tenant is unable, despite its good faith efforts, to contact Landlord within a reasonable time period, in consideration of the type of repair required, Tenant may engage a reputable contractor to make such repair without prior notice to Landlord, but with notice as soon thereafter as is reasonably possible, and Landlord shall be responsible for the reasonable cost of such repairs, unless Tenant would be otherwise obligated to pay for such repairs under this Lease; provided, however, that if Landlord has provided Tenant with a list of approved contractors, Tenant shall engage only a contractor from the approval list if applicable to such repairs. Except as expressly provided otherwise herein, there shall be no abatement of rent or other payments required under this Lease and there shall be no liability on the part of Landlord by reason of any injury to or interference with Tenant's use and occupancy or property arising from, or relating to, Landlord's actions under this Article XII or under any other provision on this Lease or otherwise available to Landlord, providing Landlord with access to the Building or the Leased Premises.

**ARTICLE XIII: MECHANICS' LIENS.** No act by Tenant, or its employees, contractors or agents, or any other party acting on Tenant's behalf or with its consent ("Tenant Parties"), shall be allowed or suffered which may create any mechanic's lien or claim against the Leased Premises or the Building or real property of which the Leased Premises may be a part. In the event any lien or claim for lien upon Landlord's title or the Leased Premises or the Building results from any act or neglect of any Tenant Party, and Tenant fails to remove said lien or satisfy such claim for lien within twenty (20) days after Landlord's written notice to do so, Landlord may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof, and Tenant shall pay Landlord promptly upon demand, and as additional rent, the amount paid out by Landlord, including Landlord's costs, expenses and attorney's fees. Prior to making any alterations or additions as provided in Section XI, Tenant shall deliver to Landlord the plans, specification therefor and the names and addressee of all contractors proposed to perform such work and copies of all proposed contracts and Tenant shall obtain all permits necessary to lawfully carry out such work.

**ARTICLE XIV: ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or any interest therein and shall not sublet the Leased Premises, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the Leased Premises, or any portion thereof, without the prior written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any other person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. This Lease and any interest therein shall not be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

Landlord hereby consents to the occupation of the Leased Premises by the members of, or candidates for membership in, the [TENENT CHAPTER NAME] only, and only so long as the same are in good standing with the [TENENT CHAPTER NATIONAL NAME] national fraternity and are enrolled students and in good standing with [UNIVERSITY NAME]. The occupancy by such members shall be a license between Tenant and the members only and shall in no way limit any liability or any obligations of Tenant under this Lease. Notwithstanding the foregoing, however, Landlord shall have the option, but not the obligation, following a default by Tenant hereunder, of assuming all rights and obligations of Tenant with regard to such license agreements which option may be exercised by Landlord by providing written notice to Tenant. Tenant shall include in the license agreement an obligation of the members to recognize the assumption of the rights and obligations by Landlord, but only if such option is expressly exercised by Landlord, in writing.

B. The consent of Landlord required under Paragraph A above, may not be unreasonably withheld, provided, should Landlord withhold its consent for any of the following reasons, which list is not exclusive, such withholding shall be deemed to be reasonable:

- (i) Financial inadequacy of the proposed subtenant or assignee;
- (ii) The proposed Tenant, or use would cause a diminution in the reputation of the Leased Premises;
- (iii) A proposed user who is unacceptable to [UNIVERSITY NAME];
- (iv) The proposed subtenant or assignee intends to use the Leased Premises for any purpose not authorized by this Lease or has the reputation, as determined by Landlord, of not maintaining property as would be required by this Lease; or
- (v) Less than the entire Leased Premises is to be assigned or sublet.

C. Notwithstanding the foregoing, the following conditions shall apply to any proposed assignment or sublease hereunder:

- (i) Each and every covenant, condition, or obligation imposed upon Tenant by this Lease and each and every right, remedy, or benefit afforded Landlord by this Lease shall not be impaired or diminished as a result of such assignment or sublease;
- (ii) Tenant shall assign to Landlord any and all consideration paid directly or indirectly for the assignment by Tenant to the assignee of Landlord's leasehold interest or any and all sub-rentals payable by subtenants which are in excess of the minimum monthly rental provided herein (computed on a square footage basis);
- (iii) If Tenant is a corporation which is not deemed a public corporation, or is an unincorporated association, limited liability company or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, company or partnership in the aggregate in excess of fifty percent (50%) shall be deemed an assignment within the meaning of this Article;



(iv) Tenant shall reimburse Landlord as additional rent for Landlord's reasonable costs and attorney's fees incurred in conjunction with the processing and documentation of any such requested assignment, subletting, transfer, change of ownership or hypothecation of this Lease of Landlord's interest in and to the Leased Premises;

(v) Landlord may condition the approval of any assignment or subletting as specified herein upon an increase in the minimum guaranteed rental and additional rental payable by Tenant or Tenant's successor in interest;

(vi) No subletting or assignment, even with the consent of Landlord, shall relieve Tenant, or the Guarantor, as defined below, of its obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting;

(vii) Notwithstanding anything to the contrary contained herein, at Landlord's election, the following provisions shall be in effect:

(a) In the event that any time or from time to time during the term of this Lease, Tenant desires to assign or sublet all or part of the Leased Premises, Tenant shall notify Landlord in writing (hereinafter referred to as "Transfer Notice") of the terms of the proposed assignment or sublease and shall give Landlord the right to terminate this Lease. Such option shall be exercisable by Landlord in writing for a period of fifteen (15) days after receipt of the Transfer Notice, and shall be effective fifteen (15) days after Landlord's election.

(b) If Landlord fails to exercise such option, and Tenant fails to complete negotiations for a valid and bona fide assignment to or sublease with a third party within sixty (60) days thereafter in accordance with the terms of the Transfer Notice, Tenant shall again comply with all the conditions of this Article XIV, Paragraph C, as if the initial notice and option herein above referred to had not been given and received.

(c) In the event Landlord does not exercise its option and Tenant completes negotiations for an assignment or sublease with a third party within the sixty (60) day period, Tenant shall deliver an executed copy of such assignment or sublease to Landlord to obtain its consent as required in Paragraph A above. If Landlord consents to a sublease, then such sublease shall be subject to the following terms:

(I) Any such sublease shall be subject to the terms of this Lease and the term thereof may not extend beyond the expiration of the term of this Lease;

(II) The use to be made of the Leased Premises shall be a use permitted hereunder;

(III) Such assignment or sublease shall not violate any negative covenant as to use contained in any deed of trust affecting the Leased Premises, and;

(IV) No subtenant shall have a right to further sublet the Leased Premises.

ARTICLE XV: RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations set forth as Exhibit A, attached hereto and incorporated by reference herein, or which Landlord may, from time to time, promulgate and/or modify. Any new rules and regulations shall be binding upon Tenant upon delivery of a copy of the same to Tenant. A breach of any of the rules and regulations shall constitute a default under this Lease.

ARTICLE XVI: PROHIBITED USES. Tenant shall not do, or permit anything to be done, in or about the Leased Premises, nor bring or keep anything therein which is not permitted in the Leased Premises, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not allow the Leased Premises to be used, or allow others to use the Leased Premises, for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. Tenant shall not commit or allow to be committed any waste in or upon the Leased Premises.

ARTICLE XVII: HOLDING OVER. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in an amount equal to 150% of the Minimum Rent set forth in Article IV, plus all the provisions hereof applicable to a month to month tenancy. In the event of any holdover by Tenant without said consent, Tenant shall be obligated to pay Landlord for any such period on a prorated basis, an amount equal to 200% of the most recent base monthly rental. Such payment by Tenant shall not limit any other rights of Landlord hereunder or otherwise permitted by law. Tenant hereby acknowledges that Landlord's consent to a holdover shall be evidenced solely and only by a valid, and fully executed, amendment of this Lease, in a form prepared by Landlord, expressly setting forth Landlord's consent to the holdover tenancy and that no other written or oral consent by Landlord, nor any other course of action by Landlord (including without limitation, (i) Landlord's failure to object to continued occupancy by Tenant, (ii) Landlord's acceptance of rent, with or without the holdover premium set forth above, or (iii) Landlord's failure to take action to remove or eject Tenant from occupancy of the Demises Premises) shall be deemed to establish a consensual holdover under this Lease.

ARTICLE XVIII: ENTRY BY LANDLORD. Landlord reserves, and shall at any and all times have the right to enter the Leased Premises to inspect the same, to submit the Leased Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable without abatement of rent; and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further providing that the occupancy and use of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's occupancy and use , any loss of

occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Leased Premises obtained by Landlord by any of said means or otherwise under the provisions of this Article, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant, either actual or constructive, from the Leased Premises or any portion thereof.

ARTICLE XIX: TENANT'S DEFAULT. Notwithstanding any of the other provisions of this Lease, the occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The vacating or abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent, additional rent or any other payment required to be made by Tenant hereunder, or failure to perform any other obligation which can be satisfied with the payment of money, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph B above, where such failure shall continue for a period of twenty (20) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty (20) days are necessarily required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said twenty (20) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

ARTICLE XX: REMEDIES IN DEFAULT.

A. In the event of any default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach:

(i) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all expenses incurred by Landlord by reason of Tenant's default including, but not limited to: the cost of recovering possession of the Leased Premises, cleaning and repairs to the Leased Premises necessitated by Tenant's tenancy, expenses of reletting, including necessary renovation and alteration of the Leased Premises, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid base rental for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease; and reasonable attorney's fees and court costs. Unpaid installments of rent or other sums due under this Article shall bear interest from the date due at fifteen (15%) percent or the maximum legal rate at the option of Landlord.

(ii) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the minimum base rent and any other charges as may become due hereunder; or

(iii) To maintain an action for specific performance by Tenant of the lease terms and provisions, whether or not Tenant has taken possession of the Leased Premises; or

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of [STATE].

B. Cumulative Remedies. It is further agreed that the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and that no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

C. Acceptance of Rent. No receipt of moneys by Landlord from Tenant, after an act of default by Tenant, after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the Term of this Lease or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of rent and any other sums of money and other charges herein reserved and agreed to be paid by Tenant then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Leased Premises, Landlord may demand, receive and collect, any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit, or judgment, except as herein otherwise specifically provided. All such moneys collected shall be deemed payments on account of the use and occupation of the Leased Premises, or, at the election of Landlord, on account of Tenant's liability hereunder.

D. Landlord's Right to Cure. In the event of any breach of this Lease by Tenant, Landlord may (but shall not be obligated to) at any time, after five (5) days' written notice to Tenant, cure such breach for the account and at the expense of Tenant. If Landlord at any time so elects or is compelled by any other person to cure such breach or is compelled to incur any other expense arising out of such breach by Tenant (including without limitation, reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce Landlord's rights under this or any other paragraph of this Lease or otherwise) the sum or sums so paid by Landlord, with all interest and costs, shall be paid by Tenant to Landlord within five (5) days following written demand. The failure of Tenant to thereafter pay said sums shall constitute an act of default. Such expenses may be recovered in the same action or proceeding forming the basis of default.

E. No Counterclaims. Tenant hereby waives its right to plead any counterclaim, affirmative defense, or offset in any action or proceeding brought by Landlord against Tenant for non-payment of Rent or default hereunder. This shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant.

F. Additional Rent. Landlord shall have the same rights and remedies upon Tenant's failure to pay Additional Rent as are available to Landlord upon Tenant's failure to pay Minimum Rent.

ARTICLE XXI: RECONSTRUCTION. In the event the Leased Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees forthwith to repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the base rent from the date of damage until such repairs are substantially completed; such proportionate reduction shall be based upon the extent to which the damage and making of such repairs shall reasonably interfere with Tenant's use and occupancy of the Leased Premises.

In the event the Leased Premises are damaged as a result of a cause other than the perils covered by standard fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Leased Premises. In the event the damage of the Leased Premises is not due to the perils or covered by standard fire and extended coverage insurance or is to an extent of ten percent (10%) or more of the full replacement cost then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the base rent to be proportionately reduced as herein above in this Article provided; or (2) to give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be not more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on the date so specified in such notice and the base rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with Tenant's use and occupancy of the Leased Premises, shall be paid up to the date of said termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the

damage resulting from any casualty covered under this Article which would cost \$50,000 or more occurs, so long as Landlord makes such election within sixty (60) days of the date of the casualty loss. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on the date so specified in such notice and the base rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with Tenant's use and occupancy of the Leased Premises, shall be paid up to the date of said termination.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property belonging to Tenant or its members, licensees, tenants, subtenants, employees, guests or agents.

ARTICLE XXII: EMINENT DOMAIN. If more than twenty-five (25%) percent of the Leased Premises (or any lesser portion which materially affects Tenant's use or occupancy of the Leased Premises) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty-five (25%) percent of the Leased Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. In the event of any taking or appropriation whatsoever, Landlord shall be solely entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

ARTICLE XXIII: PARKING AREA. Landlord covenants that a parking area shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority, sale in lieu of condemnation, or the temporary unavailability due to damage or repairs, of any or all of such parking area shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas. Tenant, in the use of said parking area, agrees to comply with such reasonable rules and regulations for parking as Landlord may adopt from time to time for the orderly and proper operation of said parking area. Such rules may include but shall not be limited to the following: (1) the restricting of Tenant's parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Tenant shall be responsible for extraordinary repairs resulting from the acts or omissions of Tenant or any party occupying the Lease Premises with the consent or approval of Tenant, or its employees, agents, or licensees. Landlord shall have no liability for, and Tenant shall hold Landlord harmless from, any loss, damage, injury or claim arising out of, or related to, the parking area or the upkeep or maintenance thereof, including without limitation, any damage, regardless of the cause of such damage, to any vehicle parked on or using the parking area, regardless of whether the same is owned by Tenant or by any other party.

ARTICLE XXIV: AUCTIONS. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Leased Premises whether said auction be voluntary, involuntary,

pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

#### ARTICLE XXV: GENERAL PROVISIONS.

(i) Exhibits. Exhibits, riders and addenda, if any, affixed to this Lease are a part hereof, as if fully set forth herein.

(ii) Waiver. The waiver by Landlord of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition or any subsequent breach of the same of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

(iv) Marginal Headings. The marginal headings and article titles are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(vi) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) Recordation. Neither Landlord nor Tenant shall record this Lease.

(viii) Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, tenant shall have quiet possession of the Leased Premises for the entire term hereof, subject to all the provisions contained herein.

(ix) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of the Minimum Rent is not paid when due, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, five percent (5%) of such overdue amount), plus any attorneys' fees incurred by Landlord by

reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount or any subsequent payments required hereunder, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(x) Prior Agreement. This Lease and attached Exhibits contain all of the agreements of the parties hereto with respect to any matter contained herein, and no prior agreements or understandings either oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xi) Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

(xii) Partial Invalidity. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

(xiii) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xiv) Choice of Law. This Lease shall be governed and construed in accordance with the laws of the State of [STATE]. In no event shall any term of this Lease be deemed to require a waiver of any right which is prohibited from being waived under [STATE] law and the parties hereby agree and acknowledge that any such apparent waiver shall be deemed null and void and as having no effect on the parties to this Lease.

(xv) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeals, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvi) Sale of Leased Premises by Landlord. In the event of a sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of Building shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out all of the covenants and obligations of Landlord under this



Lease. Upon the sale of the Leased Premises, Landlord shall have the right to terminate this Lease effective as of fifteen (15) days following the next commencement exercises of [STATE] State University for the spring semester, so long as notice of such termination is at least sixty (60) days in advance.

(xvii) Notices. All notices and demands which may or are required or permitted to be given by either party on the other party hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by certified United States Mail or by national overnight courier, postage prepaid, addressed to Tenant at the Leased Premises, at the address set forth herein, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by certified United States Mail or by national overnight courier, postage prepaid, addressed to Landlord at the address set forth herein, and to such other person or place as Landlord may from time to time designate in a notice to Tenant. All notices hereunder shall be deemed given upon the date of mailing.

To Landlord at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(xviii) Estoppel Certificate/Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord, Landlord's proposed mortgagee, or purchaser, a statement in writing and/or certificate in recordable form: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. In the event Tenant should refuse to execute and deliver said statement and/or certificate; Landlord shall have the right to cancel this Lease by giving Tenant an additional ten (10) days notice in writing whereupon this Lease shall be of no further force and effect.

(xix) Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

(xx) Specific Performance. With respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make,

any claim for, and Tenant hereby waives any claim for money damages; by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

(xxi) Representations and Agreements of Lease. This Lease is and shall be considered to be the only agreement between the parties, their representatives and agents hereto. All negotiations and oral agreements acceptable to both parties have been merged into are included herein. There are no other representations or warranties, oral or written, between the parties.

(xxii) Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, consideration, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord, Landlord's agent, or their successors, and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

(xxiii) Financial Statement. Tenant shall provide to Landlord a copy of their monthly financial statements as prepared by their accountant within thirty (30) days of the end of each month.

ARTICLE XXVI: BROKERS: Tenant and Landlord warrant that they have no dealings with any real estate broker or agent in connection with the negotiation of this Lease and they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease.

ARTICLE XXVII: GUARANTY: This Lease shall not be effective until [TENENT CHAPTER NATIONAL NAME] has entered into a guaranty in the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:  
  
[SIGMA NU HOUSE CORPORATION], a  
[STATE] not-for-profit corporation

Tenant:  
  
[TENENT HOUSE CORPORATION], a  
[STATE] not-for-profit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### **RULES AND REGULATIONS**

1. Any construction projects built within the dormitory rooms shall be free standing. This specifically means that no nails, holes, anchors, or other devices may be placed within the walls, floors and ceilings of the rooms. Painting of the dormitory rooms is not allowed. Nothing shall be affixed to either side of the door which does not come completely off without damaging the surface or finish of the door. There shall be no rewiring or replacement of any electrical fixtures within the room. Room locks shall not be tampered with and, if replacement is necessary for any reason, must be replaced with a lock of identical quality and nature as to not undermine the master key setup of the property. No additional locks may be installed on any door.
2. Window air conditioners are not allowed. The disassembly of windows is not allowed. Only one window in each room may be blocked by construction, furniture or other items. The open windows must be clear from side to side, must be openable, and may not have anything obstructing it from the sill to a height of 34 1/8" above the sill.
3. There shall be no house improvement projects within the common areas of the house, both internal and external, without the express written consent of Landlord. This includes, but it not limited to, the following: construction of any item outside of the house, painting or construction within the house, remodeling or renovations.
4. During the school year, if the occupants will be away from their rooms for an extended period of time they will ensure that their windows are closed and in the winter, their heat is on and turned to low. At the end of the school year, the occupants will ensure that the blower motor is set to off in their rooms. Room keys and common doors keys shall be tagged and turned in prior to leaving the property at the end of the school year.
5. All common areas will be kept clean and free from clutter. Items will not be stored in the stairwell area or on the first floor under the stairwell.
6. Fire alarms, sensors, extinguishers, will not be tampered with. Fire doors will not be propped open or kicked with a foot as a means of ingress or egress. Drinking fountains shall be kept clean and clean and foreign objects and liquids will not be poured with them.
7. Parking lot curbs and other construction shall not be tampered with. No vehicles shall be parked on the lawn or grounds surrounding the premises.
8. When leaving the premises at the end of the lease term, all personal belongings shall be removed, keys returned and tagged with room number on them, the room broom clean, all windows securely closed and HVAC unit set to off.
9. It is the responsibility of each tenant to coordinate their usage of shared electrical circuits with their neighbors to insure that circuits are not overloaded.
10. Kitchen hood filters are to be cleaned at a minimum of once per week.
11. There shall be no smoking within the entire premises. Smoking shall be allowed outside in designated areas only.
12. Candles may not be used in any sleeping room or hallway. Candles may be used in the common areas for ritual purposes only.

## **Exhibit B**

### **GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (the “Guaranty”) is entered into by and between [SIGMA NU HOUSE CORPORATION] (“Landlord”), a [STATE] not-for-profit corporation and [TENENT CHAPTER NATIONAL NAME] (“Guarantor”), a [STATE] not-for-profit corporation, who acknowledge that the following facts are true:

#### **RECITALS:**

WHEREAS, [TENENT HOUSE CORPORATION] (“Tenant”) and Landlord are, contemporaneously herewith, entering into a Lease Agreement dated of even date herewith (the “Lease”), whereby Landlord will lease to Tenant a fraternity house in [CITY], [STATE] (the “Leased Premises”);

WHEREAS, Guarantor will benefit from the execution of the Lease because Tenant operates a chapter of Guarantor’s fraternity on the campus of [STATE] State University;

WHEREAS, Landlord is unwilling to enter into and execute the Lease unless Guarantor agrees to guaranty Tenant’s obligations under the Lease;

WHEREAS, Guarantor is willing to guarantee Tenant’s obligations under the Lease in accordance with the terms and provisions of this Guaranty; and

WHEREAS, “Obligations” shall mean all obligations, liabilities, and indebtedness of Tenant to Landlord, now or hereafter existing under the Lease or with respect to the Leased Premises (including, without limitation all rent payable by Tenant to Landlord), together with all: (a) interest accruing thereon; and (b) costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred by Landlord in the enforcement or collection thereof; whether such obligations, liabilities, and indebtedness are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained, and each act to be performed hereunder, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above, including, without limitation, all defined terms, are incorporated herein by reference as if more fully set forth herein.

2. Guaranty. Guarantor absolutely and unconditionally guarantees the full and prompt payment and performance when due of the Obligations. This Guaranty shall continue, in full force and effect throughout the term of the Lease and thereafter, until all of the Obligations are paid and performed in full.

3. Waiver. Guarantor expressly waives (a) presentment for payment, demand, notice of demand and dishonor, protest, and notice of protest and nonpayment or nonperformance of the Obligations, and (b) diligence in (i) enforcing payment or performance of, or collecting, the Obligations, (ii) exercising their rights or remedies under the Lease, or (iii) bringing suit against

Tenant, Guarantor or any other party. Landlord shall be under no obligation to (a) notify Guarantor, except as provided below, of (i) its acceptance of this Guaranty or (ii) the failure of Tenant to timely pay or perform any of the Obligations, or (b) use diligence in (i) preserving the liability of Tenant or any other party or (ii) bringing suit to enforce payment or performance of, or to collect, the Obligations. To the full extent allowed by applicable law, Guarantor waives all defenses (a) given to sureties or guarantors at law or in equity, other than the actual payment and performance of the Obligations, and (b) based upon questions as to the validity, legality, or enforceability of the Obligations. The payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title, or interest (whether by way of subrogation or otherwise) in and to (a) any of the Obligations, (b) any proceeds thereof, or (c) any security therefor. Guarantor unconditionally waives (a) any claim or other right now existing or hereafter arising against Tenant or any other party that arises from, or by virtue of, the existence or performance of this Guaranty (including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or to payment), and (b) any right to participate or share in any right, remedy, or claim of Landlord.

4. Continuation and Reinstatement. Guarantor's obligations hereunder with respect to the Obligations shall be continuing obligations until such time as all such Obligations have been paid and satisfied, in full. If at any time any payment made to Landlord (i) by Tenant under the Lease, or (ii) by Guarantor under this Guaranty, in either case, is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Tenant or otherwise, the obligations of Guarantor hereunder with respect to any such payment shall be reinstated as though such payment had been due but not made at such time.

5. Notice. Landlord hereby agrees to provide Guarantor with a copy of any notice which it gives to Tenant on account of any default or any notice relating to a demand for payment from, or performance by, Tenant under the Lease at the same times and in the same manner as provided or otherwise required under the terms of the Lease. Landlord shall endeavor to provide notice to Guarantor of Tenant's default under the Lease within thirty (30) days. If Landlord fails to provide such a notice within that period of time, Guarantor shall remain obligated hereunder for all of the Obligations, excluding interest or late charges assessed on account of the delinquent payment for which a timely notice was not given. Notwithstanding the foregoing, the exclusion of interest and late charges provided for herein shall not apply to any interest or late charges which would otherwise accrue for any period of time after the date thirty (30) days after Landlord actually gives such a notice to Guarantor. In addition, the exclusion of interest and late charges described herein, if applicable, will not in any way limit or exclude attorneys' fees or other costs of collection associated with the Obligations.

6. Indulgences. Landlord, without (a) authorization from, or notice to, Guarantor and/or (b) impairing or affecting the liability of Guarantor hereunder, from time to time, at its discretion and with or without consideration, may (a) alter, compromise, accelerate, or extend the time or manner for the payment or performance of any or all of the Obligations; (b) increase or reduce the rate of interest payable on, any or all of the Obligations, as permitted under the Lease; (c) release or discharge the obligations of Tenant; (d) add, release, discharge, or increase the obligations of Guarantor, or any other endorsers, sureties, guarantors, or other obligors; (e) settle or compromise with Tenant or any other party on such terms and conditions as Landlord may determine to be in its best interests; and (f) apply all moneys received from Tenant, Guarantor or

any other party against the payment of the Obligations (regardless of whether then due) as Landlord may determine to be in its best interests, without in any way being required to (i) marshal securities or assets or (ii) apply all or any part of such moneys against any particular part of the Obligations. Landlord is not required to retain, protect, exercise due care with respect to, perfect security interests in, or otherwise assure or safeguard any collateral or security for the Obligations. No exercise, or failure to exercise, by Landlord of any right or remedy in any way shall (a) affect (i) any of the obligations of Guarantor hereunder or (ii) any collateral or security furnished by Guarantors, or (b) give Guarantor any recourse against Landlord.

7. Modifications. Guarantor will not be bound by any amendment or modification to the terms of the Lease which affects Guarantor's obligations hereunder to the extent such amendment or modification is made or entered into by and between Landlord and Tenant without Guarantor's prior written consent; provided, however, no such amendment or modification shall release or relieve Guarantor from any liability for any Obligations under the terms of the Lease as if the Lease had not been so amended or modified or under any prior modification or amendment to which Guarantor has given its written consent.

8. Estoppel. Guarantor hereby agrees, upon the request of Landlord, to execute, acknowledge and deliver to Landlord, within twenty (20) days of its receipt of a written request, a statement in writing certifying, if this be the fact, that this Guaranty of the referenced Lease is unmodified, in full force and effect, and there are no defenses or offsets thereto; certifying that Guarantor has not consented to any modifications of the referenced Lease and has no notice of any defenses or offsets to such Lease (or if modified, that the Lease is in full force and effect as modified and that this Guaranty extends to and fully covers such Lease as modified); and certifying that Guarantor has received no notice that Tenant has not made any payments when due.

9. Demand for Payment. In the event Tenant fails at any time to pay any Obligations when due, subject to applicable notice and cure provisions in the Lease (if any), then Guarantor, within five (5) days of receipt of written notice and a demand from Landlord, shall make payments of Guarantor's Share of such Obligations, as if they constituted the direct and primary obligations of Guarantor; and such obligations of Guarantor shall be due with attorneys' fees and without relief from valuation or appraisal laws.

10. Binding Effect. The rights and obligations created by this Guaranty shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of Guarantor and Landlord. Notwithstanding the foregoing, Guarantor shall have no right to assign or transfer any of its rights or obligations under this Guaranty without Landlord's prior written consent which consent may be withheld in Landlord's sole discretion.

11. Insurance and Indemnity. Notwithstanding the generality of this Guaranty, Guarantor expressly agrees that it shall be responsible for obtaining and continuing to maintain in full force the insurance coverage required under Article VIII, Section C of the Lease. In addition, Guarantor shall indemnify and hold Landlord, the property manager, if any, and their officers, directors, agents and employees harmless from any of those matters set forth in Article IX of the Lease.

12. Guarantor's Representations. Guarantor hereby represents and warrants to Landlord that (a) this Guaranty is the legal, valid, and binding obligation of Guarantor,

enforceable against Guarantor in accordance with its terms and conditions; (b) there is no action or proceeding at law or in equity, or by or before any court or governmental instrumentality or agency, now pending against or, to the knowledge of Guarantor, threatened against, Guarantor that may materially and adversely affect the financial condition of Guarantor; (c) all balance sheets, earnings statements, and other financial data that have been or hereafter may be furnished to Landlord in connection with this Guaranty do and shall represent fairly the financial condition of Guarantor as of the dates on which, and for the periods for which, such balance sheets, earning statements, and other data are furnished; (d) all other information, reports, and other papers and data furnished to Landlord shall be (i) accurate and correct in all respects at the time given; and (ii) complete, such that Landlord is given a true and accurate reporting of the subject matter; and (e) Guarantor is solvent.

13. Authority. The undersigned persons executing this Guaranty on behalf of Guarantor represent and certify that they are duly elected officers of Guarantor and have been fully authorized to execute and deliver this Guaranty, and that all necessary corporate action for the making of such guaranty has been taken and done.

14. Miscellaneous. The rights of Landlord are cumulative and shall not be exhausted (a) by its exercise of any of its rights and remedies against Guarantor under this Guaranty or otherwise; or (b) by any number of successive actions, until and unless each and all of the obligations of Guarantor under this Guaranty have been paid, performed, satisfied, and discharged in full. This Guaranty (a) shall be deemed to have been made under, and shall be governed by, the laws of the State of [STATE] in all respects; and (b) shall not be modified or amended, except by a writing signed by Landlord and Guarantor. This Guaranty shall (a) bind Guarantor and its successors, assigns, and legal representatives; and (b) inure to the benefit of all transferees, credit participants, endorsees, successors, and assigns of Landlord. If the status of Tenant changes, then this Guaranty shall (a) continue and (b) cover the Obligations of Tenant in its new status; according to the terms and conditions hereof. Landlord is relying, and is entitled to rely, upon each and every one of the terms and conditions of this Guaranty. Accordingly, if any term or condition of this Guaranty is held to be invalid or ineffective, then all other terms and conditions shall continue in full force and effect. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty of Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20[YEAR].

Landlord:  
[SIGMA NU HOUSE CORPORATION], a  
[STATE] not-for-profit corporation

Guarantor:  
[TENENT CHAPTER NATIONAL NAME],  
a [STATE] not-for-profit corporation

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_