

HOUSING AGREEMENT

This agreement must be completed in ink or typewritten. Read all agreements, including those on any attachments, BEFORE signing.

AGREEMENTS: By signing this housing agreement on _____, 2008, the Housing Corporation of Delta Theta of Alpha Phi (House Corporation), located at 1603 Fraternity Village Dr., Kalamazoo, MI 49006, and hereinafter designated the House Corporation, and _____ (full name), hereinafter designated as Member, hereby agree and exchange mutual promises as follows:

1. DESCRIPTION OF PREMISES AND TERM: The House Corporation maintains a house for the purpose of providing a home for the Alpha Phi Chapter and its members at Western Michigan University. Members of Alpha Phi are required by Alpha Phi Standing Rule, Section 3, the Chapter Facilities Requirement to live in the chapter facility, house or dormitory floor so long as space is available. The chapter house is located at 1603 Fraternity Village Dr., Kalamazoo, MI 49006. The House Corporation agrees to supply the dwelling space during academic year 2007-2008, except during periods when the Chapter House is closed, in accordance with the Western Michigan University Fall and Winter/Spring Semester calendar. Notice of house closure for breaks and the end of the semester will be given by the House Corporation approximately 2 weeks before each occurrence. No occupancy is permitted during scheduled house closures or during the summer. Early move-ins and move-out holdovers are permitted only with prior written approval of the House Corporation Board. An extra security deposit and/or fee may apply.

2008 Contract Commencement Date: **August 24, 2008**

2009 Contract Termination Date: **April 25, 2009**

2. CHARGES. The member agrees to pay the House Corporation for the above term the sum of **\$5,900.00** for room and board. Payments will be made according to the schedule of payments, which is distributed separately. GMI statement fees (\$4.00 per statement issued) will also be applied to Member's account.

The member shall be entitled to meals as described here from the first day of University classes (September 2, 2008) through the end of exams (April 24, 2009), except during periods when the Chapter House is closed. Breakfast is available on a self-serve basis 7 days per week. Prepared lunches are available Monday through Friday at the designated time. Prepared dinners are available Monday through Thursday at the designated time. There is a limited supply of food available for additional self-serve meals on Friday evening through Sunday mid-afternoon.

No part of the charges will be rebated due to missed meals except as stated in writing by the House Corporation.

The charges do not include meals for guests or special receptions/dinners given by the chapter. Surcharges may be required for the aforementioned occasions. Food served for special receptions/dinners during the normal dinner hour may count as an entitled meal.

In the event the member decides to resign or is terminated from the sorority, she is still responsible to pay the House Corporation the amount to which she is obligated by this contract. The member also agrees that she is ineligible to remain on the premises effective with her resignation or termination from the sorority. If the member decides not to return at all for the academic term and withdraws, the member is also still responsible to pay the amount to which she is obligated by this contract.

All payments made to the Alpha Phi House Corporation shall be made by check and sent via US Mail, or may be charged by credit card. Billing statements will be mailed to the home address provided by Member from our billing services provider, GMI.

All communications to the House Corporation shall be directed to Housing Corporation of Delta Theta of Alpha Phi, c/o Kristen Crandle, PO Box 682, Schoolcraft, MI 49087.

3. TERMINATION OR RESIGNATION:

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TERMINATION: If the Member shall fail to meet any of her obligations to the sorority as provided in this agreement or other agreements between herself and the local, state, or national collegiate or alumnae chapters, the House Corporation may, upon 30 days written notice specifying the nature of the default, terminate this agreement. The House Corporation may cancel this agreement upon 48 hours written notice based upon a Member conducting or allowing activities or conditions, which create a health hazard, damage to the premises, or constitute an illegal activity. The House Corporation shall reenter and take possession only by lawful means. In the event of recovery of the premises by the House Corporation, the House Corporation shall use reasonable efforts to fill the premises on reasonable terms with an eligible person and the Member or suspended Member agrees to pay the House Corporation any difference between charges agreed upon herein and charges collected from filling the premises for the remaining term of this agreement. If House Corporation is unable to fill the premises on reasonable terms with an eligible person, Member shall be responsible for payment of all charges and dues outlined in this agreement.

Should this Contract be terminated for any reason, including Member's failing to be a member in good standing, Member's right to occupy a room in the house shall cease immediately and Member shall promptly remove her personal belongings. If Member fails to remove her belongings from the house within seven (7) days, Member agrees that the House Corporation may remove all of her personal belongings and place them in safekeeping at Member's expense until such time as she claims those belongings within said thirty (30) days. If Member fails to claim her belongings with said thirty (30) days, Member's personal property will be deemed to have been abandoned, and may be sold and the proceeds applied to Member's outstanding account with the House Corporation. After deducting funds due the House Corporation, any balance or other funds remaining in Member's security deposit shall be returned to Member.

RESIGNATION: If the Member decides to resign from membership in the sorority after executing this agreement either prior to moving in or while a resident at 1603 Fraternity Village Dr., she is also responsible for all of the obligations set forth in this agreement.

4. **LATE FEES:** In the event payments are not made within 15 days of the due date, a \$20 charge will be assessed and shall become part of the charges due at the same time as the payment and the House Corporation may pursue all other remedies available to it.

5. **RETURNED CHECKS:** A \$20.00 fee will be charged for Member's returned check and the amount will be added to the Member's account balance.

6. **KEY FEE:** There will be a \$5.00 charge for replacement of lost room keys or bike shed keys, payable when replacement is provided. Member agrees to provide notification to the House Corporation upon loss of key.

7. **OCCUPANCY LEVEL:** Shall be set in accordance with applicable housing codes and shall be limited to the persons who have signed this agreement, and at the above rates.

8. **FACILITIES FEE SECURITY DEPOSIT:** The Member has, concurrent herewith, paid to the House Corporation the sum of \$150.00 as a facilities fee security deposit and as a condition of Member receiving possession. In no case is the House Corporation obligated to apply this security deposit to room or other charges in arrears. The House Corporation may use the facilities fee security deposit for:

- 1.) Actual damages, including damages to common areas of the Chapter House.
- 2.) Cost of the removal of personal items left in the Chapter House.
- 3.) Past due charges, late fees and charges due for premature termination of this agreement.
- 4.) Past due charges owed to the sorority.

The security deposit will be held at Portage Commerce Bank, which is located in Portage, MI. This deposit shall be retained during the period of Member's residence in the house and the balance shall be refunded at the time Member is no longer contracted to live in the house.

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Member is responsible for all damages caused by Member or Member's guest even if the damages exceed the amount of the security deposit.

House Corporation will make use of inventory checklists at the beginning and ending of occupancy, and will provide the Member with an inventory checklist when the Member assumes possession. Member will note the condition of the unit and its furnishings and return the form to House Corporation within 7 days. The Member is required to complete the inventory checklist again at move out. The checklists must be signed by a Corporation Board Delegate and returned to the House Corporation.

When there are charges against the facilities fee security deposit, the House Corporation will mail an itemized list of damage charges and other costs to the Member within 30 days of the ending of occupancy along with a check or money order for the difference between these charges and the total amount of the deposit if the Member has notified House Corporation in writing within 4 days after Member moves out of a forwarding address where you can be reached and where you will receive mail; otherwise House Corporation shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure. The Member must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the House Corporation must begin court action within 45 days after the end of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it.

Pursuant to MCLA 554.603, You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you can receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

Please note also, upon resignation or termination of your membership, the facilities fee security deposit will not be refunded.

9. OTHER CHARGES: Member agrees to pay Housing Corporation of Delta Theta of Alpha Phi all debts and charges she incurs as a member of Delta Theta Chapter of Alpha Phi International Fraternity, Inc. during the contract term.

10. FURNISHINGS: The premises are made available as furnished. This agreement entitles the member to bedroom space shared with one or more persons and to general use of the common areas. Each Member shall be entitled to the use of a Bed, Dresser, and shared use of a Desk, and Chair. The Member understands that the exact bedroom space she will occupy may vary from term to term and will be at the discretion of the House Corporation.

11. DAMAGE TO MEMBER/MEMBER'S PROPERTY AND INSURANCE: Member agrees for herself, her heirs and executors, to release and hold harmless House Corporation from all damages, loss, including lost rents, or liability that results from or that may arise out of Member's negligent or illegal use or intentional misuse of the Chapter House, including the common areas. It is the member's responsibility, not that of the House Corporation to obtain insurance for member's personal property, including automobiles. The House Corporation is not responsible for bodily injury to Member.

12. UTILITIES: The House Corporation shall furnish all utilities except premium cable television services and long distance telephone service.

13. SMOKING: Smoking is not permitted anywhere within the Chapter House. Smoking is only allowed outside AND at the rear of the Chapter House.

13. PETS AND ANIMALS: Pets or animals are not allowed, EVEN TEMPORARILY, anywhere in the Chapter House.

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14. **BICYCLES:** No bicycles are allowed in the house common areas or individual rooms. A shed and/or a bicycle rack behind the house are provided for Member's use.

15. **STORAGE OF PERSONAL ARTICLES:** No storage of personal items will be allowed from the last day of Winter/Spring Semester over the summer unless written permission has been obtained from the House Corporation and a storage fee has been paid to the House Corporation. Members who do not obtain written permission and who fail to pay the storage fee will risk having their possessions removed from the premises and disposed of at the House Corporation's discretion. If Member's possessions are so removed, Member will be responsible for the costs of such removal. The House Corporation is not responsible for lost or stolen items except for those items for which a storage fee has been paid.

16. **CONDITION OF PREMISES:** The House Corporation warrants that the premises are clean and fit for residential use at the time of occupancy. The House Corporation agrees to make necessary repairs and to maintain a Certificate of Occupancy from the City of Kalamazoo or other appropriate authority. Violations of the Kalamazoo Housing Code will be corrected as prescribed by the City of Kalamazoo where applicable.

17. **USE AND QUIET ENJOYMENT.** The Member agrees to use the premises for residential purposes only, in a peaceable, and lawful manner, and to refrain from any conduct, which disturbs the privacy of other members or occupants or the neighbors. Member acknowledges that the chapter house is not open to the public. Non-members are allowed in the house only by invitation of and accompanied by Member. Member is responsible for any damage to the house caused by her guests or invitees.

18. **ENTRY:** A Member's right to privacy shall be respected. The House Corporation and its agents have the right to enter to make repairs and to show the premises to prospective Members at reasonable times provided that a good faith effort is made to notify Members and arrange for a mutually convenient time to do so. The House Corporation agrees to enter only after knocking, to leave the premises in as good a condition as when entered, to clean and remove dirt and debris that result from the performance of maintenance and repairs.

19. **HOLDOVER:** The House Corporation and Member agree that time is of the essence for the performance of maintenance, repairs, and the payment of charges, and that Member must vacate the premises at the conclusion of this agreement term. No holdover occupancy is permitted without advance written permission of the House Corporation.

20. **UNFIT FOR OCCUPANCY:** If the housing space, or the building and improvements are damaged or destroyed in whole by fire or other catastrophe without the negligence or fault of the Member, either the Member or the House Corporation may terminate this agreement immediately by written notice to the other party to be effective from the date of the incident. The House Corporation is only obligated to find comparable housing for the residents should there be a property loss where the members have to move out of the chapter house for a period of time.

21. **RETURN OF PREMISES AND FURNISHINGS:** The Member agrees to return the premises and all furnishings to the House Corporation in the same condition as when taken, cleanliness included, reasonable wear and tear excepted.

22. **SUBLETTING/ASSIGNMENT:** The Member will not sublet or assign the premises without the written consent of the House Corporation.

23. **ADDITIONS:** Additional rules, regulations, and covenants attached hereto are hereby incorporated into this agreement. If additional rules, regulations and covenants are attached hereto, the Member will abide by same. The following items are also made a part of the agreement between the parties.

The Member understands that from time to time, she will be required to perform reasonable and ordinary maintenance around the premises, including cleaning and minor repairs. Said chores will be shared reasonably and

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equitably with the other Members. Except by prior written agreement, the Member shall not be entitled to be paid for said chores.

If the Member shall fail to meet any of her financial obligations to the House Corporation, the House Corporation shall be entitled to pursue any and all remedies available to it at law or equity including, but not necessarily limited to, referral of the account to a collection agency, placing the delinquent account status on the Member's credit record, and litigation.

The waiver by the House Corporation of any default by the Member or the extension of time for compliance with this agreement shall not be treated as a waiver of any right to future performance.

There shall be no possession of illegal drugs, alcohol, or firearms in the house or anywhere on House Corporation property at any time. There shall be no hazing on House Corporation property at any time. Member shall comply with all local chapter, House Corporation, Alpha Phi International, and University rules, policies, procedures, regulations. The House Corporation may, from time to time, make and publish reasonable rules and regulations intended to facilitate the common living arrangement among the Members, including, but not limited to rules governing hours of meals, hours for use of common areas, rules regarding noise, cleanliness, etc. and regarding chores and maintenance. As long as said rules and regulations apply equitably to all of the Members and as long as said rules and regulations do not substantially increase the duties and work required of the Members, said rules and regulations shall be effective as and when published. The Member shall absolutely be bound by rules and regulations existing at the time of signing of this agreement.

Member specifically acknowledges that she knows that the legal drinking age in the State of Michigan is 21 years, and that no alcohol may be stored, served or consumed in the Chapter House or on the property. Alpha Phi International Fraternity, Inc. prohibits the use of chapter funds to purchase alcohol.

Members are not allowed to have candles, incense or any other similar items in the premises with the exception of those items needed by the Delta Theta Chapter of Alpha Phi International Fraternity in the conduct of meetings or ceremonies.

The House Corporation may conduct searches of any of the rooms, if deemed necessary. If any alcohol or other items not allowed in the house are found, the House Corporation may confiscate the questionable property and/or take action. If Member fails to conduct herself in accordance with the above standards, she will be subject to immediate action to terminate her occupancy in Chapter House and to disciplinary measures including but not limited to social probation, suspension, and/or termination of membership in Delta Theta Chapter of Alpha Phi International Fraternity, Inc.

24. NOTICE: Michigan law established rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have questions about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

25. SEVERABILITY: The provisions of this agreement are severable. In the event that any provision shall be deemed void or unenforceable, the other provisions shall remain in full force and effect.

26. LEAD-BASED PAINT: Member acknowledges she may request a copy of the lead-based paint and lead-based paint hazard disclosure form and EPA informational publication from the House Corporation.

27. DEFAULT BY MEMBER: If the Member defaults on any obligation under this housing agreement, the House Corporation may recover the House Corporation's expenses for enforcing the House Corporation's rights under the housing agreement and applicable Michigan law and/or incurred as a result of the default, including those court costs and actual attorney fees allowed by statute, from the Member.

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30. MICHIGAN LAW: The provisions of this agreement shall be construed in accordance with the laws of the State of Michigan and the parties including guarantors, agree to submission to the jurisdiction and venue of and in the courts of Kalamazoo County, Michigan.

31. Member and her Guarantor hereby hold harmless and indemnify the House Corporation, the local chapter, and Alpha Phi International from any suit, action at law, or other claim of any kind.

SIGNATURES (Read all documents before signing):

Member acknowledges that she has read this entire Contract and accepts it as written.

Member Signature	
Printed Name	
Date Signed	
Member Social Security Number	
Home Address	
City, State Zip	
Home Phone	
Cell Phone	

I, as Guarantor of the above contract, hereby agree to meet any and all financial obligations imposed upon Member by this Contract if Member fails to meet those obligations within 30 days of their being due.

Guarantor Signature	
Printed Name	
Date Signed	
Relationship to Member	
Guarantor Social Security Number	
Guarantor Address	
City, State Zip	
Home Phone	
Cell Phone	

Housing agreement accepted on behalf of the Housing Corporation of Delta Theta of Alpha Phi by:

Board Member Date:

THE MEMBER SHALL RETURN ALL PAGES OF THIS CONTRACT BACK TO THE HOUSE CORPORATION. IN THE EVENT THE MEMBER FAILS TO PROVIDE ALL OF THE PAGES TO THE HOUSE CORPORATION, IT IS AGREED AND UNDERSTOOD THAT THE MEMBER, HER HEIRS, AND EXECUTORS ARE BOUND BY THE VERSION IN THE POSSESSION OF THE HOUSE CORPORATION. THE MEMBER AGREES TO HOLD HARMLESS THE HOUSE CORPORATION FOR HER FAILURE TO COMPLY.