

Sigma Phi Epsilon California Phi Undergraduate Lease Agreement

Room # _____



This LEASE AGREEMENT is a LEGALLY BINDING CONTRACT. Upon completion and signature, you will become obligated to make all payments as set forth herein. Failure to comply with the Agreement may result in collection proceedings, legal action, and/or the loss of fraternity privileges and membership.

DO NOT SIGN UNTIL YOU READ THE AGREEMENT AND UNDERSTAND THE TERMS THEREIN.

LEASE AGREEMENT

THIS LEASE is made by and between _____ (Full Name) hereinafter called "Tenant" and the California Phi Alumni Corporation of **5259 N. Millbrook Ave, Fresno, CA**, hereinafter called "Landlord."

NOTICE:

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

1. **Description.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, the premises in the Sigma Phi Epsilon Fraternity Facility, **5259 N. Millbrook Ave, Fresno, CA** hereinafter called "room," to be used by Tenant for residential purposes only. Tenant is also entitled to make reasonable use of the common areas of the Fraternity House, subject to the rules and regulations of the chapter and alumni and volunteer corporation.

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

Landlord shall assign Tenant to a room in the Fraternity Facility at the beginning of the term of this lease; Landlord shall have the right to move Tenant to similar accommodations within the Fraternity Facility.

3. **Rent.** Tenant agrees to pay the Landlord at its office in the Fraternity House rent in the amount of \$350 for double occupancy and \$550 for single occupancy, without demand or setoff, in installments as follows:

Initials _____

\$ 11.66/day or \$ 18.33/day on August, 2010 (pro-rated)

\$ 350(double) or \$ 550(single) on Sept 1st, 2010

\$ 350(double) or \$ 550(single) on Oct 1st, 2010

\$ 350(double) or \$ 550(single) on Nov 1st, 2010

\$ 350(double) or \$ 550(single) on Dec 1st, 2010

Time of rent payment is of the essence and Tenant shall pay a late charge of \$ 25 if any installment is paid after the 5th of the month.

a. If Rent is not collected in a timely matter as set forth in this Agreement, a Collection Agency may be used, upon authorization by the AVC Board, to collect on all past due balances.

b. According to the Office of the Attorney General and California's Fair Debt Collection Practices Act, a Collection Agency can add interest to your bill. The fee set forth by the AVC Board is 33% of the outstanding balance.

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

5. **Default.** In the event the Tenant is in default under this lease, Landlord shall have the right to terminate this lease and Tenant shall peacefully surrender the premises to the Landlord. The Landlord may, without formal demand or further notice of any kind, reenter the premises and repossess it there from without being liable for any damages therefore. No such termination of this lease by Landlord shall relieve Tenant of Tenant's liability and obligations under this lease and such liability and obligation shall survive any such termination. Even in default the Tenant shall remain liable to Landlord for the rent stated in paragraph three (3). Default on the part of Tenant shall include, but is not limited to, the following:

A. Delinquency in the due and punctual payment of any rent or other payment required hereunder for more than five (5) days after the date such payment is due;

B. Maintaining a nuisance within the premises;

C. Disorderly or illegal behavior on the part of Tenant or Tenant's guests;

D. Keeping any handguns, firearms or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the premises.

E. Misuse of alcoholic beverages or the illegal manufacture, sale, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals within premises or house by Tenant or Tenant's guests;

Initials _____

F. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a fraternal residence environment;

G. Violation of any of the rules and regulations made by Landlord and/or the university;

H. Violation of any of the covenants or conditions of this lease.

I. Violation of any chapter bylaws and/or Bylaws and Administrative Policies and Procedures of the national Fraternity.

J. Loss of Tenant's status as an undergraduate member of Sigma Phi Epsilon as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures.

K. Violation of the Fraternity's "Statement on Chapter & Individual Responsibility."

6. **Liability and Indemnity.** The Landlord shall not be liable for injury, loss or damage to person or property occurring within the premises or property. Tenant assumes all risk of loss or damage of Tenant's property within the property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant in the property. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any person or persons for loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant, his agents or guests, in or in connection with the use and/or occupancy of the premises by Tenant.

7. **Damage or Destruction of Premises.** If, in the option of Landlord, the premises or property should become untenable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this lease, or move Tenant to similar accommodations within the property and repair and restore the premises or property. In the event of such damage or destruction to the premises or property without the fault of Tenant, his agents or guests, Tenant's obligation to pay rent hereunder shall be abated only if Landlord terminates this lease, or does not furnish Tenant similar accommodations within the property.

8. **Assignment.** Tenant shall not assign this lease nor sublet the whole or any part of the premises without the prior written consent of Landlord. Subject to the foregoing, all of the terms, provisions, covenants and conditions of this lease shall bind and insure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

9. **Pets.** Pets will not be permitted in the Fraternity Facility. Any exceptions will need to be cleared with the AVC at time of lease signing.

Initials_____

10. **Condition of Premises.** Prior to occupancy Tenant will examine the premises, including the furnishings, and Tenant agrees that upon the expiration or termination of this lease Tenant will peacefully surrender possession of the premises and the furnishings to Landlord in as good condition as they are at the beginning of the term of this lease, normal wear and tear excepted. Tenant further agrees to take good care of the premises, including the furnishings, and the common areas of the house, to permit and suffer no waste to be committed in the premises, and to make no changes or alterations to the premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord **150%** of the cost for all repairs required to be made to the premises, including the furnishings, and the property, resulting from the misuse, neglect, carelessness, misconduct, or fault of Tenant or Tenant's guests. If any part of the common areas of the house is damaged from misuse, neglect, carelessness, or misconduct, the cost of repairs shall be paid by all tenants residing within the area of the damaged common area if the responsible party cannot be ascertained by the Landlord and if in the reasonable control of such tenants.

11. **Right of Refusal.** Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever provided; however, such refusal shall not be based on Tenant's race, religion, or national origin or any other protected status consistent with local law. In the event of a refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.

12. **Attorney's Fees.** Tenant agrees to pay Landlord's attorney's fees and court costs in any action relating to this lease in which Landlord prevails.

13. **Right of Reentry.** If Landlord's right of reentry is exercised following a ten (10) day abandonment of the premises by Tenant without notice, or default and failure to cure, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned. Landlord may then dispose of all such personal property in any manner Landlord deems proper and is hereby relieved of all liability for doing so.

**** I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.**

Tenant (print): _____

Tenant (sign): _____

Date: _____

Landlord: _____
(Alumni and Volunteer Corporation of Sigma Phi Epsilon)

Date: _____

Initials _____