

This LEASE AGREEMENT is 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 collecting proceedings, legal action, and/or the loss of fraternity privileges and membership. **DO NOT SIGN UNTIL YOU READ AGREEMENT AND UNDERSTAND THE TERMS THEREIN.**

THIS LEASE is made by and between \_\_\_\_\_  
(Full Name)  
of \_\_\_\_\_  
(Street) (City, State, Zip Code).

hereinafter called "Tenant" and Delta Rho Foundation of Phi Kappa Theta Fraternity, hereinafter called "Landlord."

677 South Milledge Avenue  
Athens, GA 30605

WITNESSETH:

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 Phi Kappa Theta Fraternity House, 677 South Milledge Avenue, Athens., GA 30605, 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. Terms. The term of this lease begins on August 5 \_\_\_\_\_ and terminates on July 31 \_\_\_\_\_ unless sooner terminated as here in after provided.

Landlord shall assign Tenant to room \_\_\_\_\_ in the Fraternity House at the beginning of the term of this lease; Landlord shall have the right to move Tenant to similar accommodation within the Fraternity House if needed.

3. Rent. Tenant agrees to pay the landlord at its office in the Fraternity House rent in the amount of \$ \_\_\_\_\_, without demand or setoff, by the 5<sup>th</sup> day of each month.

Time of rent payment is of the essence and Tenant shall pay a late charge of 5% of monthly rent if any installment is paid after the due and 10% of monthly rent if any installment is paid on or after the eleventh day following the due date. Interest shall accrue at the rate of 12% on delinquent sums.

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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 therefrom 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 part of Tenant shall include, but 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 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 dangerous nature on 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;

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

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

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

I. Violation of any chapter bylaws and/or Constitution, Bylaws, or Membership Responsibility Guidelines of the national Fraternity.

J. Loss of Tenant's status as an undergraduate member o pledge of Phi Kappa Theta as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures.

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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 that 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 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

Tenant acknowledges and agrees that the landlord and Phi Kappa Theta Fraternity, Inc. and their officers, employees, agents and representatives are limited in their ability to protect tenant and tenant's guests from crime, accident or natural catastrophe.

Tenant is hereby advised that insurance does not cover personal property of tenant. Tenant is urged to purchase insurance coverage for loss to personal property due to fire, theft, water damage and other unfortunate events, together with liability coverage. Neither its employees or agents, shall be liable for damage or injury to tenant or any other person, or to any property, occurring on the Chapter House property, and tenant agrees to hold harmless from any claims for damage no matter how caused.

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 the lease shall bind and insure to the benefit of the legal representatives, successors and assigns of the respective parties hereto

9. 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

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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 agree to pay Landlord 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, 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.

10. Pets. Pets will not be permitted in the Fraternity House

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. 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.

14. All notices to tenant shall be sent to, posted at, the Chapter House, 677 S. Milledge Avenue, Athens, Ga., 30605.

15. All notices to Landlord shall be sent to 700 Baxter Street, Athens, GA., 30605.

16. If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the contract.

Tenant: \_\_\_\_\_ Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Parent or Guardian: \_\_\_\_\_

Landlord: \_\_\_\_\_

(Delta Rho Foundation of Phi Kappa Theta Fraternity)

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

Date: \_\_\_\_\_

Initials: \_\_\_\_\_