

Colorado Gamma Chapter of Sigma Phi Epsilon Fraternity
Lease Agreement for Room, Board, and Membership

For the 2009-2010 academic year

This LEASE AGREEMENT is a LEGALLY BINDING CONTRACT. Upon completion and signature, you will become obligated to make all payments in the manner set forth herein. Failure to comply with all terms of this agreement may result in collection proceedings, legal action, loss of fraternity privileges and membership, as well as eviction from the premises. Colorado law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the truth in renting act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek the assistance of legal counsel. **ALL FIELDS ARE REQUIRED. DO NOT SIGN UNTIL YOU HAVE FULLY READ AND UNDERSTAND THE TERMS HEREIN.**

This lease agreement is made
by and between _____ of

(Permanent Address, **NOT 121 E LAKE ST**)

_____, _____
(City) (State) (Zip Code)

(Phone #) (Social Security #)

(Drivers License State) (Drivers License #)

(Email Address)

(Common Room Name in Facility)

hereinafter referred to as "Tenant", and COLORADO GAMMA OF SIGMA PHI EPSILON HOUSE CORPORATION, INC., PO BOX 2051, FORT COLLINS, CO 80522, hereinafter referred to as "Landlord".

FACILITY CAPACITY

The capacity of the Sigma Phi Epsilon Chapter Facility at 121 East Lake Street, Fort Collins, Colorado is deemed to be 36 live-in members by the Landlord, based on Landlord's assessment of reasonable capacity. Poudre Valley Fire Authority has been consulted on this policy, while they do not specify live-in capacity for the facility (only maximum occupancy for common areas). The distribution of capacity within the facility is as follows; Basement - 7 members, 2nd Floor - 16 members, 3rd Floor - 13 members. No undergraduate member shall be permitted to inhabit the 1st Floor without the express written consent of the Landlord. Total capacity and capacity on each floor must not surpass the designations above without express written consent of the Landlord.

TERMS

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

1 .DESCRIPTION:

Landlord leases does hereby lease to Tenant and Tenant does hereby lease from Landlord, a room in the Sigma Phi Epsilon Fraternity house located at 121 East Lake Street, Fort Collins, Colorado 80524, 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 Colorado State University, the Inter-Fraternity Council, Sigma Phi Epsilon Fraternity, and Landlord.

2. TERM:

THE TERM OF THIS LEASE BEGINS AUGUST 16, 2009 AND ON SHALL TERMINATE ON MAY 22, 2010. Landlord has the right to assign Tenant to any room in the Fraternity House at the beginning of this lease; Landlord shall have the right to move Tenant to similar accommodations within the Fraternity House during the term of this lease.

3. RENT:

Tenant agrees to pay Landlord, or its designated agent, rent (which includes board (during the academic term) and parlor fees) and security deposit, without demand or set-off, in the following manner and in the sums below. **EXACT DUE DATES WILL BE SPECIFIED ON STATEMENTS/INVOICES.**

1. A SECURITY DEPOSIT TOTALING \$250.00 IS PAYABLE AT THE SIGNING OF THIS LEASE, IF NOT ALREADY SUBMITTED.

2. PAYMENT SCHEDULE FOR SINGLE OCCUPANCY ROOM

- \$1,200 – AUGUST, 2009
- \$1,200 – SEPTEMBER, 2009
- \$800 – OCTOBER, 2009
- \$1,200 – JANUARY, 2010
- \$1,200 – FEBRUARY, 2010
- \$800 – MARCH, 2010

3. PAYMENT SCHEDULE FOR DOUBLE OCCUPANCY ROOM

- \$1,100 – AUGUST, 2009
- \$1,100 – SEPTEMBER, 2009
- \$600 – OCTOBER, 2009
- \$1,100 – JANUARY, 2010
- \$1,100 – FEBRUARY, 2010
- \$600 – MARCH, 2010

Please contact the Undergraduate VP of Finance if you have any questions about paying your invoices. Time of rent payment is of the essence and **TENANT SHALL PAY A LATE FEE OF 4% OF OUTSTANDING BALANCE PAST DUE THE DAY AFTER THE SEPTEMBER, OCTOBER, FEBRUARY, AND MARCH DUE DATES. THERE IS A \$20 SERVICE FEE FOR ALL RETURNED CHECKS.**

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:

If Tenant fails to punctually pay the rent or any installment thereof in accordance with the deadlines set forth herein, or if Tenant fails to reimburse Landlord for damages or extraordinary repairs due under this lease, or if Tenant or guests of the leased premises violate this Lease or applicable State or local laws, or if Tenant abandons the leased premises, then Landlord shall be authorized to repossess the premises and evict the Tenant. If this should occur, Tenant shall pay Landlord the expense incurred in obtaining possession of the premises to the extent permitted by law, and all other damages. Landlord shall have the right to accelerate rental payments upon breach of this Lease by Tenant.

6. CONDUCT:

Tenant agrees that the conduct of himself, his guests and invitees shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts or conveniences of other persons in the Fraternity House. Any actions to the contrary shall be deemed misconduct by the Landlord, in its sole discretion, and may result in the termination of this lease by the Landlord. Misconduct on the part of the Tenant shall include, but is not limited to, the following:

- A. Maintaining a nuisance within the premises;
- B. Disorderly or illegal behavior on the part of Tenant or Tenant's guests;
- C. Keeping any handguns, firearms or weapons of any type, or any explosive, inflammable or any extra hazardous substances, or any article of thing of a dangerous nature on the premises;
- D. Possession of alcoholic beverages or the illegal manufacture, sale or use of controlled substances, including but not limited to narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known harmful or habit forming drugs and/or chemicals within the premises or House by Tenant or Tenant's guests;
- E. Inability or refusal on the part of the Tenant to adjust to the concept and requirements of living in a student residence environment;
- F. Violation of any of the rules and regulations made by Landlord, City of Fort Collins or other Governmental Bodies and/or Colorado State University;
- G. Violations of any of the covenants or conditions of this lease;
- H. Violations of any Sigma Phi Epsilon Fraternity, Colorado Gamma Chapter Bylaws and/or Bylaws and Administrative Policies and Procedures of Sigma Phi Epsilon Fraternity;
- I. Loss of Tenant's status as a member or new member of Sigma Phi Epsilon Fraternity as prescribed in the Bylaws and Administrative Policies and Procedures of Sigma Phi Epsilon Fraternity;
- J. Violation of the Sigma Phi Epsilon Fraternity's "Statement on Chapter and Individual Responsibility."

7. CONDITION OF PREMISES:

Prior to occupancy, Tenant will examine the premises, including the furnishings, and Tenant agrees to accept the leased premises, including the fixtures and furniture contained therein, in their present condition, and agrees to keep the same in good repair during the term of this lease. Tenant shall have the right to report defects or damages to Landlord, or designated agent, in writing or email within 24 hours after Tenant is given Possession of the leased premises. Tenant further agrees to repay Landlord, on demand, the cost or repair or service made necessary by the negligent or care-less use of leased premises, fixtures and/or furniture by Tenant, his agents, family, invitees and/or guests. Tenant agrees to surrender the leased premises, fixtures and/or furniture in like condition as when taken, reasonable wear excepted.

If any part of the common areas of the facility are damaged by misuse, neglect, carelessness or misconduct, the cost of repairs shall be paid by Tenant in amount which is a pro-rata share to be charged to all Tenants residing in the area of the common area; provided the person(s) responsible for the damage cannot be ascertained by Landlord after reasonable inquiry, and if such area was within the reasonable control of Tenant and such Tenants.

8. LIABILITY:

Landlord and its employees or agents shall not be responsible or liable to Tenant for any personal injury and/or property damage or loss that may be occasioned by or through acts or omission or other tenants, their guests or invitees, or of persons who are trespassers. Landlord shall not be responsible or liable for any personal injury and/or property damage or loss from theft, vandalism, fire, water, rain, storms, explosions, act or omission of any other tenant in the premises, sonic booms or other causes whatsoever. Landlord shall not be liable for loss or damage resulting from failure, interruptions or malfunctions of the utilities provided Tenant under this lease nor shall such failure, interruption or malfunction in any way operate as a release from the prompt and punctual performance by Tenant of the covenants contained within this lease. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any other person or persons for the loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant and his agents, guests or invitees, in or in connection with the use and/or occupancy of the premises by Tenant.

9. WAIVER OF SUBROGATION:

Each party releases the other party from and liability for loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and waiver of insurer 5 rights of subrogation) is carried by the insured party, to the extent of any recovery by the insured party under such policy.

10. DAMAGE OR DESTRUCTION OF PREMISES:

If, in the sole discretion of the Landlord, the premises or property should become uninhabitable 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, guests or invitees, Tenant's obligation to pay rent hereunder shall be abated if Landlord terminates

this lease, or does not furnish Tenant similar accommodations within the property.

11. STUDY ABROAD PROGRAMS:

If tenant is enrolled in a Colorado State University sanctioned study abroad/internship program for University credit that prevents the tenant from residing in Fort Collins, Colorado, the tenant is exempted from the lease for the duration of the previously mentioned program.

12. 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 inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

13. PETS:

PETS ARE NOT PERMITTED IN THE FACILITY. THE PRESENCE OF PETS WILL BE SUFFICIENT REASON FOR EVICTION. IF YOU WISH TO HAVE A LIVING PET OF ANY KIND, YOU MUST REQUEST A WRITTEN EXCEPTION FROM THE LANDLORD PRIOR TO OCCUPANCY.

14. ALCOHOL POLICY:

COLORADO STATE UNIVERSITY INTER-FRATERNAL COUNCIL POLICY SPECIFIES THAT **ALCOHOL IS NOT PERMITTED AT THE FACILITY** AT 121 EAST LAKE STREET, FORT COLLINS, COLORADO. VIOLATION OF THIS REGULATION **COULD RESULT IN THE EVICTION OF INDIVIDUAL TENANTS OR ALL TENANTS** OF FACILITY BY THE LANDLORD, REGARDLESS OF INVOLVEMENT IN VIOLATION.

15. 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.

16. NON-OCCUPANCY BY TENANT:

If the Tenant does not occupy the premises for the entire term specified herein, Landlord is entitled to the full amount stated herein under Section 3 RENT.

17. 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.

18. SECURITY DEPOSIT REFUND:

Tenant will request their security deposit refund in writing; stating that they have satisfied the move-out requirements set forth by the Landlord; providing an address where the refund should be mailed **no more than 30 days after the last day of classes for that semester** by email or in writing to PO BOX 2051, FORT COLLINS, CO 80522. If a member moves out prior to the conclusion of the lease term or the request is not received within 30 days of the last day of class for that semester, the Tenant's security deposit will be forfeit to the Landlord.

19. TRUTH IN RENTING ACT:

Landlord and Tenant agree that this lease is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease violates, or is deemed to violate, such Act, then such provision shall be null and void but all other provisions of the lease shall continue to remain in full force and effect.

20. SIGMA PHI EPSILON MEMBERSHIP AGREEMENT:

IN ADDITION TO ALL PROVISIONS OF THIS LEASE, BY SIGNING BELOW, TENANT IS AGREEING TO ABIDE BY ALL PROVISIONS OF THE SIGMA PHI EPSILON MEMBERSHIP AGREEMENT AND STATEMENT OF INDIVIDUAL AND CHAPTER EXPECTATIONS. TENANT MUST REMAIN A MEMBER IN GOOD STANDING OF THE SIGMA PHI EPSILON FRATERNITY TO REMAIN ELIGIBLE TO LIVE AT 121 EAST LAKE STREET, FORT COLLINS, CO 80524.

TENANT SIGNATURE:

Colorado Gamma of Sigma Phi Epsilon
Undergraduate Member

(Print Name)

(Signature)

Date: ____/____/____

LANDLORD:

Colorado Gamma of Sigma Phi Epsilon
House Corporation, Inc.

By: Anthony Mauro

Corporation Position: President

Date: ____/____/____