



Tau Kappa Epsilon, Delta Nu Chapter
TKE DELTA NU HOUSING CORP
2020-2021 School Year

Tau Kappa Epsilon aspires to become the leading 21st century college fraternity with a focused mission on building better men who, in turn, will build a better world. We will define our success by how well we advance our members' character and personal development so that society is enriched by their leadership and contributions throughout their lives.

Active Frater Room Lease

1. PARTIES AND AGREEMENTS

- A. This contract is an agreement between **TKE DELTA NU HOUSING CORP** and the undersigned (the "Frater-Lessee," hereinafter) for a room assignment. It shall be effective upon execution by Frater-Lessee and acceptance by an authorized representative of **TKE DELTA NU HOUSING CORP**.
- B. This contract is personal to Frater-Lessee and may not be assigned or otherwise transferred by Frater-Lessee to any other organization or person. Frater-Lessee's space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity without the express written consent of an authorized representative of **TKE DELTA NU HOUSING CORP**. Frater-Lessee may contract for room space for residential purposes only. Other uses are in violation of this contract and may result in termination of this contract and loss of deposit.
- C. This contract is for Frater-Lessee's lease for and in consideration of being permitted to reside in the Chapter House ("Chapter House," hereinafter), situated at **555 West 9th Street, Maryville, Missouri 64468**.

The tenant agrees to the following:

2. RENT

- A. Frater-Lessee agrees that he will, during the term of this agreement and for such further time as the resident shall occupy the premises or any part thereof for the Occupancy Dates, pay unto the **TKE DELTA NU HOUSING CORP** or its successors or assigns, rent at the rate selected and on the schedule selected on Exhibit A of this contract, attached hereto and made part hereof. The Frater-Lessee and Guarantor, if any, signatures on Exhibit A shall be legally binding. For the protection of the Frater-Lessee and the **TKE DELTA NU HOUSING CORP**, rent payments will only be accepted in the form of debit or credit card payments made through GreekBill, or personal checks, cashier checks or money orders made payable to the **TKE DELTA NU HOUSING CORP**. Any returned checks will be subject to a returned check fee of thirty dollars (\$30) and the

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TKE DELTA NU HOUSING CORP may request that subsequent payments be made with cashier checks or money orders. Your cancelled check will serve as your receipt of rent payment.

3. TERMS OF HOUSING

- A. This contract covers the period of time from August 14, 2020 until May 11, 2021. Rooms are engaged for the full school year of Northwest Missouri State University (“University,” hereinafter). Frater-Lessee agrees to pay full charges for space released herein even if Frater-Lessee vacates said space before the end of the term of this contract and agrees to pay reasonable attorney's fees and costs of collection of any unpaid account. Any continued occupancy after May 11 shall be considered a holdover tenancy and shall be assessed at a rate equal to 150% of the rent set forth above.
- B. Any unpaid balances remaining due after termination of the tenancy shall be subject to 1.5% interest per month (18% per annum) and will be considered additional rent hereunder.
- C. **This contract is for space only. TKE DELTA NU HOUSING CORP** reserves the right to assign or reassign rooms as it sees fit. Initial room and roommate assignments will be made by the House Manager of the Delta Nu Chapter of Tau Kappa Epsilon Fraternity or his designee.
- D. Frater-Lessee accepts and agrees to all House Rules relative to the House and which are posted at the chapter house and/or which have been provided to all members from time to time. Frater-Lessee hereby acknowledges that he understands these rules.
- E. **TKE DELTA NU HOUSING CORP** makes no commitment to the Frater-Lessee about what furniture will be available in the room assigned to the Frater-Lessee. The Frater-Lessee agrees to maintain his room, all common areas, and the contents assigned to him in good condition and in accordance with all rules and regulations of the Delta Nu Chapter of the Tau Kappa Epsilon Fraternity and the **TKE DELTA NU HOUSING CORP**.
- F. **Utilities:** Water, electricity, gas, trash, internet, cable service (except for individual cable boxes in any bedrooms, if applicable) and laundry facilities are included in rent.
- G. **Alterations, Electrical Appliances, and Personal Belongings:** Alterations to the premises will not be allowed without first obtaining written consent of the **TKE DELTA NU HOUSING CORP**. If removal of the alteration is necessary, Frater-Lessee agrees to pay removal costs associated with returning the room to its original condition.
- H. Each room is allowed one microwave oven. In the observance of fire safety, the designated kitchen area of the Chapter House is to be used for cooking of food in all other electrical appliances.

- I. Lessee is allowed to bring furniture for personal use in his room. Waterbeds are not allowed in the Chapter House. Lessee is responsible for all personal items brought into the premises. Upon termination of this agreement, Frater-Lessee is responsible for the prompt removal of his personal items; otherwise, said items are subject to removal from the premises by The Association or its designee and the cost for disposal or storage of those items will be deducted from Frater-Lessee's deposit.
- H. No alterations may be made to any portion of the Chapter House without the prior approval of **TKE DELTA NU HOUSING CORP**. Any loft which is constructed must be free standing and shall not be connected to any portion of the structure of the Chapter House.

4. HOUSING DEPOSIT

\$300 housing deposit ("Housing Deposit") must be paid to TKE DELTA NU HOUSING CORP no later than February 28, 2020. The Frater-Lessee agrees to pay a Three Hundred dollar (\$300.00) damage fee for room, common area, key and rent deposit if cash or check are paid directly to the chapter Treasurer. An additional \$10 charge is added if a credit card, debit card are used or processed thru GreekBill or PayPal. If the deposit is received after this date it increases to \$350. The Housing deposit and any other deposits paid by Frater-Lessee will be refunded by **TKE DELTA NU HOUSING CORP** in whole or in part, to the Frater-Lessee within Sixty (60) days after termination of this Lease, provided: (a) all provisions and conditions of this Lease have been complied with; (b) Frater-Lessee has maintained and left the Chapter House in a clean, undamaged and rentable condition, normal wear and tear excepted; (c) all outstanding charges due to the Fraternity or **TKE DELTA NU HOUSING CORP** have been paid; and (d) the Chapter House has been vacated and all keys have been returned to the house corporation. All refunded deposits shall be mailed to Frater-Lessee at the last known address. Frater-Lessee agrees to leave a forwarding address with **TKE DELTA NU HOUSING CORP** upon termination of the tenancy. The Frater-Lessee's living accommodations will be inspected by the house manager and/or a designee of **TKE DELTA NU HOUSING CORP**. In addition, damages which have been done by a person or persons unknown, shall be apportioned among all residents of the Chapter House as determined by an official representative of **TKE DELTA NU HOUSING CORP**.

5. CANCELLATION OF CONTRACT

- A. Loss of Housing Deposit - Cancellation of this contract for any reason shall result in loss of Housing Deposit.
- B. Cancellation Prior to Occupancy - If Frater-Lessee cancels this contract prior to occupancy and finds a suitable replacement, whose substitution for Frater-Lessee hereunder is accepted in writing by **TKE DELTA NU HOUSING CORP**, at its discretion, may refund Housing Deposit. "Occupancy" means acceptance of a room key and placing of personal belongings in the House.

- C. Cancellation After Occupancy - After occupancy, cancellation will be accepted only if Frater-Lessee withdraws from the University and only with respect to amounts not due and payable under this Agreement date of withdrawal.
- D. Termination by TKE DELTA NU HOUSING CORP for Cause - **TKE DELTA NU HOUSING CORP** reserves the right to terminate this contract with reasonable notice and for good cause. Good cause means any conduct which disrupts the orderly administration and/or function for the **Northwest Missouri State University, Delta Nu Chapter of Tau Kappa Epsilon Fraternity**, and/or **TKE DELTA NU HOUSING CORP**, or for non-payment of rent or security withholding. Reasonable notice will normally mean three days unless a longer period is required by state law.
- E. Should Frater-Lessee fail to pay rent or other charges when due or breach any other condition of the Lease after three-days' notice in writing to pay the rent due or comply with the conditions of this Lease, Fraternity may, at its election, either (a) declare the term hereof ended and re-enter and resume possession of the Chapter House, change the locks or keys, and remove all persons and property there by force or otherwise, without being held liable to prosecution or for damages, or (b) declare the entire unpaid rent for the term immediately due and payable and bring suit therefore at once. If Frater-Lessee remains in possession of the Chapter House after termination of the tenancy, Frater-Lessee shall be deemed guilty of forcible entry and detained under the applicable statute, thereby waiving all notice, and shall be subject to eviction and removal. No re-entry by Fraternity, or its agent or employees, shall be deemed an acceptance or surrender of this Lease. If Frater-Lessee abandons or vacates the Chapter House before the end of the term of this Lease, Fraternity may, at its option, enter the Chapter House and re-let the same on such terms and conditions as it may see fit, making such changes to the Chapter House as Fraternity deems necessary or desirable for the purpose of such re-letting, and if a sufficient sum is not realized each month (after payment of all the expenses of such changes and the expense of re-letting), to equal the monthly rental agreed to be paid by Frater-Lessee hereunder, Frater-Lessee agrees to pay such deficiency each month upon written request of the **TKE DELTA NU HOUSING CORP**.

6. RIGHT OF ENTRY

- A. The **TKE DELTA NU HOUSING CORP** reserves the right to enter Frater-Lessee's rooms at times convenient to its members for purposes of inspection, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim any **TKE DELTA NU HOUSING CORP** property.
- B. Frater-Lessee may not enter rooms that are unoccupied.

7. REGULATIONS

- A. The Frater-Lessee agrees to comply with all of the terms and conditions of this agreement, the bylaws of the Fraternity, the regulations of **Delta Nu Chapter of Tau Kappa Epsilon Fraternity**, the laws and regulations of **Tau Kappa Epsilon Fraternity**, and all applicable local, state and federal laws.

- B. **House Rules, Regulations and Responsibilities:** It is understood that respect for those with whom the premises is shared is critical to enjoyable group living. To this end, Frater-Lessee agrees to abide by the Terms of Group Living outlined in Exhibit B of this agreement, attached hereto and made part hereof. It is understood that the decision to terminate this agreement due to violations pertaining to Exhibit B will be made at the discretion of the **TKE DELTA NU HOUSING CORP** with input from any of its representatives.
- C. Frater-Lessee agrees to comply with all local municipality Fire and Safety Regulations. Items allowed in the house include irons, radios, and small portable electrical equipment. Items **NOT** allowed in the house are waterbeds, fireworks, food preparation hotplates, air conditioning units (with the exception of the Housing Advisor's room) and any weapons.
- D. Frater-Lessee's agrees to use the Chapter House for private residential purposes only; (b) Frater-Lessee shall not disturb, annoy, endanger or inconvenience neighbors; (c) Frater-Lessee has inspected the Chapter House and found it in a clean, habitable and undamaged condition except as noted on the attached Frater-Lessee Check-in form; (d) Property left on the Chapter House after Frater-Lessee vacates the Chapter House will be deemed abandoned and may be disposed of immediately as **TKE DELTA NU HOUSING CORP** sees fit, without liability or accountability; (e) Frater-Lessee will not use the Chapter House for any immoral or unlawful purpose, nor commit waste or nuisance upon or about the Chapter House; and (f) Frater-Lessee shall practice good housekeeping and keep the Chapter House neat and clean.
- D. Frater-Lessee shall be liable for all damages to, or losses of, the Chapter House fixtures or furnishings, personal property furnished under this contract or Fraternity property, which damage or loss is caused by the Frater-Lessee. **DAMAGE TO COMMON AREAS FOR THE HOUSE WILL BE CHARGED ON A PRO-RATA BASIS TO ALL RESIDENTS or MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY INDIVIDUALS AND THEY CAN BE CLEARLY IDENTIFIED BY A MEMBER OF THE CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE HELD LIABLE FOR THE REPAIR CHARGES.** Charges for damages are **NOT** limited to Housing Deposit.
- E. For health and safety reasons, **no pets of any kind shall be kept in or about the premises** without the prior written consent of the **TKE DELTA NU HOUSING CORP**.
- F. This lease shall not be assigned nor subleased without prior written consent of the **TKE DELTA NU HOUSING CORP**.

8. LIABILITY

- A. Frater-Lessee acknowledges and agrees that Delta Nu chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP**, and their officers, employees, agents and representatives are limited in their ability to protect Frater-Lessee, Frater-Lessee's guests and Frater-Lessee's invitees, from crime, accident or natural catastrophe.

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- B. Delta Nu Chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP**, their officers, employees, agents and representatives of any of such entities or organizations will not be liable for death or losses or damages to person or property of Frater-Lessee, Frater-Lessee's guest(s) caused by theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, explosion interruption or utilities, electrical shock, defect in any of the contents or the room, latent defect in the room or house, acts of god, other unexplained phenomena, acts of other residents or any other cause other than the gross negligence of the **TKE DELTA NU HOUSING CORP**, or representatives acting in the scope and course of their employment.
- C. Frater-Lessee will indemnify, defend and hold harmless Delta Nu Chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP**, or their officers, employees, agents and representatives for any liability, including costs and attorney's fees, due to death, loss or damage to person or property of Frater-Lessee, guests, invitees, or other present in the room or house with Frater-Lessee's consent from any cause, including liability caused by the negligence of those indemnified hereunder, other than the gross negligence of Delta Nu Chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP**, or their representatives acting in the scope and course of employment and from any liabilities arising as the result of the acts of Frater-Lessee or others present with Frater-Lessee's consent.
- D. Frater-Lessee is hereby advised that **insurance does not cover personal property of Frater-Lessee**. Frater-Lessee 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 damages or injury to Frater-Lessee or any other person, or to any property, occurring on the chapter house or its outdoor property, and Frater-Lessee agrees to hold harmless Delta Nu Chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP** from any claims for damage no matter how caused.
- E. The **TKE DELTA NU HOUSING CORP** may bring suit for and collect rent, assessments, damages and other charges in the event of default as set forth above, without prior notice and without entering into possession, such right to sue and such right to forfeit and re-enter being cumulative and not exclusive. In any court action brought by the **TKE DELTA NU HOUSING CORP** to recover such amounts due and unpaid under the terms hereof of for the breach of any of the terms and conditions of this lease or to recover possession of the chapter house, whether or not such court actions shall proceed to judgment, Frater-Lessee shall pay the **TKE DELTA NU HOUSING CORP** for all costs, including reasonable attorney fees and interest on unpaid rent and other charges, at the rate of 1.5% per month (18%) per annum.

9. MISCELLANEOUS

- A. 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 provisions of the contract.

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- B. This contract and its exhibits represent the entire agreement between the parties and may not be modified except by mutual agreement, in writing and signed by both parties.
- C. **TKE DELTA NU HOUSING CORP** reserves the right to close the house during the Christmas break and Spring break if there are insufficient residents staying in the house during those breaks.
- D. This contract shall be governed by the laws of the State of **Missouri** and is entirely performable in City of Maryville, Nodaway County, Missouri.
- E. All notices to Frater-Lessee shall be sent to, or posted at, the Chapter House, **555 West 9th Street, Maryville, Missouri 64468**, or another address that the Frater-Lessee designates in writing.
- F. All notices to **TKE DELTA NU HOUSING CORP** shall be sent to **TKE DELTA NU HOUSING CORP, 1805 Arabian Ave, Naperville, IL 60565**

By signing this agreement, you will abide by all stated items while on the property known as the TKE House. Further, this agreement reaffirms that you understand remedies available to the **TKE DELTA NU HOUSING CORP**, in the event of agreement violation. Remedies available to **TKE DELTA NU HOUSING CORP** include, but are not limited to, monetary assessments and eviction.

Alcohol and controlled substances, such as illicit drugs and prescription drugs written for another party, are prohibited from the house and outdoor property owned by **TKE DELTA NU HOUSING CORP**.

Potential and real incendiary devices are not to be used on the premises. Such devices include: fireworks, fireplaces, candles, incense, halogen lamps, or oil burning devices with the exception of use of candles for TKE ritual ceremonies.

The smoking of tobacco products including vapor and Hookah is only permissible when doing so outside the house. Additionally, all associated waste must be disposed of in specified receptacles.

Access to the roof or any non-common area is strictly prohibited. Further, the tampering with any mechanical systems or fire suppression equipment or sprinklers is not allowed.

The sounding of fire alarm requires that all individuals present immediately evacuate the structure until reentry is authorized by law enforcement or fire services official or such permission is granted by a member of the **TKE DELTA NU HOUSING CORP**. Additionally, a mandatory disaster drill will be held at the beginning of each semester.

Residents of the property are required to maintain the cleanliness and order of both the interior and exterior at all times. Hallways, stairwells, balconies, fire escape, etc. should be kept clear of trash and other items. Interior furniture, other than folding chairs and tables, is not to be moved without approval from the **TKE DELTA NU HOUSING CORP**. Any physical modifications to the property including bedrooms must be approved by **TKE DELTA NU HOUSING CORP** prior to any action. Assignment of house chores will be completed by each resident on a daily, weekly or as needed basis as directed by the chapter house manager.

Automobiles are not allowed to park or drive on unpaved areas of the property.

Physical damage to any part of the Fraternity house will be remedied through the assessment of a fine to either the individual resident and/or the entire chapter as a whole if said damage is found in a space for which they bear personal responsibility. No holes may be made in concrete, brick, drywall or other solid surfaces except to hang pictures and posters. Putty or removable adhesive products are preferable; however, all traces of such products must be completely eliminated upon the termination of each individual agreement.

No pets of any kind are allowed to live on the property.

One 16.1 cubic refrigerator is allowed per suite. This will be provided by the **TKE DELTA NU HOUSING CORP** and is the responsibility of the men living in that suite. Each member will be charged for the cleaning of the refrigerator. Power strips are to be used in a responsible manner.

Throw rugs and carpet remnants are permitted only if they are not glued to the floor. No modifications to the room without prior written **TKE DELTA NU HOUSING CORP** approval.

All individuals on the premises agree to behave in a respectable and socially responsible manner. Permission should be sought from the house manager to host overnight guests. Any such guests will be limited to short term stays and must spend the night in the room of the resident, not in an empty unoccupied room. The resident will be held responsible for their guest's behavior. Any damages incurred by guests or visitors will also be the responsibility of the resident that invited them.

This agreement is for the entire school year 2020-2021

Requested Room Number

First choice _____ Second Choice _____ Third Choice _____

Payment Plan

Annual _____ Semi-annual _____ Monthly _____

Occupancy

Single _____ Double _____

I HAVE READ AND INDICATE MY CONTRACTUAL AGREEMENT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN, WITNESS, the signatures of the parties hereto, effective this ____ day of _____, 2020.

FRATER-LESSEE

Name, Date and Scroll Number (if assigned) _____

TKE DELTA NU HOUSING CORP REPRESENTATIVE

Name, date and Scroll Number (if assigned) _____

TKE DELTA NU HOUSING CORP Room Lease Rates

2 Man Suite Options (One person per bedroom a/k/a “single occupancy”)

Option 1: Annual Payment for the entire School year

One Annual payment at the beginning of school

1 man room \$4,200 - 1 payment _____ (Initials)

2 man room \$3,200 - 1 payment _____ (Initials)

Due: August 25, 2020

If Lessee is using student loan or scholarships to pay rent; due Sept 15th

Option 2: Semester Payment for the entire year.

Semester payment beginning of school and spring semester

1 man room \$4,400 - 2 payments of \$2,200 each semester _____ (Initials)

2 man room \$3,400 - 2 payments of \$1,700 each semester _____ (Initials)

Due: August 25, 2020 and January 15, 2021

If using student loan or scholarships to pay rent; due Sept 15th and February 1st

Option 3: Monthly Payments for the entire year.

12 monthly payments

1 man room \$4,200 – 12 monthly payments of \$350 for single occupancy if set up for recurring monthly charges on PayPal and \$355.00 each month if paid outside of PayPal. _____ (Initials)

2 man room \$3,200 – 12 monthly payments of \$266.67 for a double occupancy room if set up for recurring monthly charges on PayPal and \$271.67 each month if paid outside of PayPal. _____ (Initials)

Due: May 1, 2020 & 1st of each month thereafter. Last payment due April 1, 2021

I understand that failure to pay by the due date stated above will result in an accumulating late fee of \$5 per day for each day that passes without payment. _____ (Initials)

I understand the terms of this payment schedule and agree to abide by it in full. _____ (Initials)

I understand that all payments made after the due date above will result in an accumulating late fee of \$5 per day for each day that passes without payment. _____ (Initials)

House Opens on August 14, 2020 and House Closes May 8, 2021