



## Tau Kappa Epsilon, Delta Nu Chapter TKE DELTA NU HOUSING CORP 2024-25 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 Lease is an agreement between **TKE DELTA NU HOUSING CORP** and the undersigned (hereinafter the “Lessee” or “Frater-Lessee,”) 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 Lease 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 the 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 Lease and may result in termination of this Lease and loss of deposit.
- C. This Lease is for Frater-Lessee's lease for and in consideration of being permitted to reside in the Chapter House (hereinafter referred to as the “TKE House”, “Chapter House,” or “Premises”), situated at **555 West 9th Street, Maryville, Missouri 64468**.

The Frater-Lessee 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 Lease, 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 as outlined in Exhibit A and made payable to the **TKE DELTA NU HOUSING CORP**. Any returned

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checks will be subject to a returned check fee of thirty dollars (\$30), cash only, and the **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 Lease covers the period from August 21, 2024, until May 2, 2025. 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 Lease and agrees to pay reasonable attorney's fees and costs of collection of any unpaid account. Any continued occupancy after April 26<sup>th</sup> shall be considered a holdover tenancy and shall be assessed at the monthly rate set forth in Exhibit A.
- B. Any late charges for delinquent rent or 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. TKE DELTA NU HOUSING CORP further reserves the right to request additional security, including an additional deposit or a Guaranty of future rent obligations, at any time Frater-Lessee is delinquent on rent.
- C. **This Lease 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 and Responsibilities relative to the Chapter House which are posted at the Chapter House, and which are attached as Exhibit B. Frater-Lessee hereby acknowledges that he has read and understands these rules and will abide by them at all times, including any revisions or updates-thereto.
- 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 the 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 food in all other electrical appliances.
- I. Frater-Lessee is allowed to bring furniture for personal use in his room. Waterbeds are not allowed in the Chapter House. Frater-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 **TKE DELTA NU HOUSING CORP** or its **designee and the cost for disposal or storage of those items will be deducted from Frater Lessee's deposit.**
- J. 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 29, 2024.** 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. 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 LEASE**

- A. Loss of Housing Deposit - Cancellation or termination of this Lease for any reason shall result in loss of Housing Deposit.
- B. Cancellation Prior to Occupancy - If Frater-Lessee cancels this Lease 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 Chapter House.

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- 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 Lease for (i) a Default as described in Paragraph 9; (ii) immediately for Criminal Activities as identified in Paragraph 10; or (iii) with reasonable notice and for good cause resulting from 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** (including, but not limited to, a violation of House Rules as specified in Exhibit B), 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 sleeping rooms that are unassigned.

## 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** (as amended from time to time), and all applicable local, state and federal laws.
- B. **House Rules, Regulations and Responsibilities:** Frater-Lessee agrees to comply with all local municipality Fire and Safety Regulations. Items allowed in the Chapter House include irons, radios, and small portable electrical equipment. Items **NOT** allowed in the Chapter House are waterbeds, fireworks, food preparation hotplates, air conditioning units (with the exception of the Housing Advisor's room) and any weapons.

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.

- C. Frater-Lessee shall be liable for all damages to, or losses of, the Chapter House fixtures or furnishings, personal property furnished under this Lease or Fraternity property, which damage or loss is caused by Frater-Lessee. **DAMAGE TO COMMON AREAS FOR THE CHAPTER HOUSE WILL BE CHARGED ON A PRO-RATA BASIS TO ALL RESIDENTS OR MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY AN INDIVIDUAL OR INDIVIDUALS, THE SPECIFIC INDIVIDUAL(S) WILL BE HELD LIABLE FOR THE REPAIR CHARGES.** Charges for damages are **NOT** limited to Housing Deposit.
- D. 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.**
- E. 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.
- 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 agrees to forever release Delta Nu Chapter of Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon Fraternity, **TKE DELTA NU HOUSING CORP**, their officers, employees, agents and representative or any of such entities or organizations (each an “Indemnitee”), and to indemnify and hold each Indemnitee harmless from and against all claims, liability, demands, losses, fines, costs and expenses, including reasonable attorney’s fees and costs incurred in connection with, resulting from or arising out of : (a) Frater-Lessee, its agents, or invitees arising out of or in any way related to Frater-Lessee’s use and occupancy of the Premises. Notwithstanding, Frater-Lessee’s release and indemnification shall not apply to any loss or claim arising from an Indemnitee’s grossly negligent acts or omissions. In case of any actions or proceedings brought against an Indemnitee by reason of any such claim, Frater-Lessee, upon notice from an Indemnitee, covenants to define such action or proceeding with counsel.

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reasonably acceptable to the Indemnitee, provided that such Indemnitee reserves the right to choose counsel acceptable to and acting on behalf of the Indemnitee with Frater-Lessee responsible for all reasonable attorney fees and expenses, therefore. The foregoing provision shall survive any termination or expiration of this Lease.

- 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.

**DEFAULT.** This Lease is a legal and binding contract and must be fulfilled in its entirety. Should Frater-Lessee fail to comply with any term or provision of this Lease, Frater-Lessee shall be in default of this Lease and TKE DELTA NU HOUSING CORP shall be entitled to

9. pursue any and all remedies at law or equity available to TKE DELTA NU HOUSING CORP under Missouri law, including, but not limited to termination of Frater-Lessee's right of tenancy, termination of the lease, and/or eviction. Both parties agree and understand that
  
10. termination of the Lease as a result of Frater-Lessee's default shall not release Frater-Lessee from its obligation under the Lease, including, but not limited to all payment obligations under the Lease. Frater-Lessee further agrees upon Frater-Lessee's default of this Lease, to pay all costs of collection, including but not limited to, all reasonable collection agency fees, interest, court costs and reasonable attorney's fees all of which may be paid or incurred by the holder of this Lease, in addition to any amounts Frater-Lessee may otherwise owe hereunder.
  
11. **CRIMINAL ACTIVITIES.** Neither Frater-Lessee nor Frater-Lessee's invitees shall engage in or facilitate any criminal activity anywhere, including, but not limited to within or near the Premises, including but not limited to, any violent criminal activity or drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substance, as defined in Section 102 of the Controlled Substance Act, 21 U.S.C 802 or marijuana. Violation of this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation shall be grounds for Lessor to immediately terminate Frater-Lessee's tenancy and for Frater-Lessee's immediate eviction.
  
12. **EXPLANATORY PROVISIONS** This Lease is governed by Missouri Residential Landlord Tenant Law, the applicable provisions of which are incorporated herein by reference. Nothing in this Lease is intended to alter or modify the purpose of the Missouri Residential Landlord Tenant Law, nor shall the language herein be construed as a means for evading the terms of such Act. If any of the provisions set forth are inconsistent with the provisions of said Act, said provisions shall be deemed to be ineffective and all other provisions of this Lease shall, nevertheless, remain in full force and effect. No verbal agreements shall be deemed a part of this Lease. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, effective during the term, then it is the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be



13. as a part of the Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

## 12. MISCELLANEOUS

- A. If any section of this Lease is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the Lease.
- B. This Lease 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 Chapter House during the Christmas break and Spring break if there are insufficient residents staying in the Chapter House during those breaks.
- D. This Lease 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.

Any policies on legal alcohol use in or on the property will be established by the Chapter Board of Advisors subject to acknowledgement by the **TKE DELTA NU HOUSING CORP**.

Potential and real incendiary devices are not to be used on the Premises. Such devices include fireworks, fireplaces, portable heating devices, 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 Chapter 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, 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 always maintain the cleanliness and order of both the interior and exterior. 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. Assignments 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 Chapter 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 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 damage incurred by guests or visitors will also be the responsibility of the resident that invited them.

This agreement is for the entire school year 2024-25 and there is no semester only option.

**Requested Room Number**

First choice \_\_\_\_\_ Second Choice \_\_\_\_\_ Third Choice \_\_\_\_\_

**Payment Plan**

Annual \_\_\_\_\_ Semi-annual \_\_\_\_\_ Monthly \_\_\_\_\_

**Occupancy**

Single \_\_\_\_\_ Double \_\_\_\_\_

## Exhibit A - Rate Schedule Options

### 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, made via check or money order. Any insufficient funds draft notices will be subject to a penalty fee of thirty dollars (\$30) payable via cash only.

1-man room \$4,400- 1 payment due August 25 of the school year \_\_\_\_\_ (Check)

2-man room \$3,350 - 1 payment due August 25 of the school year \_\_\_\_\_ (Check)

Due: August 26, 2024

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

##### Option 2: Semester Payment for the entire year.

Two total payments with one payment made each semester via check or money order. Any insufficient funds draft notices will be subject to a penalty fee of thirty dollars (\$30) payable via cash only.

1-man room \$4,600 - 2 payments of \$2,300 each semester \_\_\_\_\_ (Check)

2-man room \$3,560 - 2 payments of \$1,780 each semester \_\_\_\_\_ (Check)

Due: August 26 and January 15 for each semester of the school year.

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, due 1<sup>st</sup> of each month, to be made via direct deposit form which is accessible at nwtke.com under the ACTIVES link (<http://www.nwtke.com/rent-and-chapter-feespay-online/>)

1- man room: \$400 per month with 1<sup>st</sup> payment due May 1, 2024, and last payment due April 1, 2025. \_\_\_\_\_ (Check)

2- man room: \$300 per month with 1<sup>st</sup> payment due May 1, 2024, and last payment due April 1, 2025. \_\_\_\_\_ (Check)

All monthly payments are due on the 1<sup>st</sup> day of each month.

I understand that failure to pay by the due date stated above will result in an accumulating late fee of up to \$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)

House Opens on August 21, 2023, and House Closes May 2, 2025. \_\_\_\_\_ (Initials)

Communication to TKE DELTA NU HOUSING CORP Treasurer, regarding late payments, will be used in determining any late fee assessments.

I HAVE READ AND INDICATE MY LEASEUAL AGREEMENT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN, WITNESS, the signatures of the parties hereto, effective this \_\_\_\_\_.

**FRATER-LESSEE:**

Name: \_\_\_\_\_

Scroll Number (if assigned) \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**GUARANTOR:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**TKE DELTA NU HOUSING CORP REPRESENTATIVE:**

Name: \_\_\_\_\_

Scroll Number (if assigned): \_\_\_\_\_

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

## Exhibit B - House Rules and Responsibilities

The TKE House provides a unique living experience. Its residents will share common quarters. Pleasant co-habitation will require that each resident be sensitive to the concerns, cleanliness, study needs and living space of others. To this end, Lessee agrees to the following terms:

- Lessee agrees to maintain cleanliness of his personal room quarters as all private rooms are shared quarters and Lessee agrees to share in the cleanliness of common quarters by agreeing to complete weekly chores assigned by the House Manager. Lessee agrees to be responsible for cleaning the common kitchen area after personal use.
- Lessee agrees that common areas of the house will be made available from time to time for fraternity social gatherings and other fraternal events. Generally, however, quiet hours will be observed from 11:00 pm – 7:00 am unless otherwise decided upon by a vote of the active chapter at chapter meetings.
- No candles or other open flame device will be allowed to burn in any private room on the premises and there is no smoking allowed in the TKE House and Lessee is not allowed to house any pet in or on the premises of the TKE House
- To ensure that the house has been restored to perfect move-in condition, at the end of the fall and spring semesters, the **TKE DELTA NU HOUSING CORP** will conduct a survey of all common areas of the house for damage, misuse and overall cleanliness. A cost estimate will be submitted by an outside professional cleaning service to return the common areas (hallways, staircases, laundry rooms, kitchen, chapter room, parlor, board room and bathrooms.) The cost for these services, that do not include any personal bathroom or bedroom charges, will be split evenly among all living in the house. The process will be repeated at the end of the school year in May 2024.
- This applies only to the house residents and the costs can be minimized by completely cleaning all common areas BEFORE everyone leaves for the break this ensures that the house will be clean for all upon residents' return the next semester. Cleaning is not considered normal wear and tear and is not covered by the **TKE DELTA NU HOUSING CORP** or parlor fees. Cleaning is the resident's responsibility.
- Each house resident will receive 1 key to his door lock. You are expected to return this key to the house manager at the end of your lease or the cost of the key and retooling the lock will be withheld from your security deposit.
- In addition, you are responsible for removal of any trash, cleaning the fridge out completely and cleaning your room and bathroom thoroughly. You must remove any personal items including furniture unless permission is provided in writing by the Alumni Property Manager to leave it over the summer break.

The TKE DELTA NU HOUSING CORP is fully vested in helping to make the living experience at the TKE House a rewarding one for each of its residents but failure to adhere to these rules may result in disciplinary action on the part of the TKE DELTA NU HOUSING CORP. This decision will be made at the discretion of the TKE DELTA NU HOUSING CORP. I have read the rules above and agree to adhere to them for the duration of my residency at the TKE House.

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Lessee

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Date

*TKE DELTA NU HOUSING CORP*

Active Frater Lease

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