

**TAU KAPPA EPSILON
RENTAL AGREEMENT AND LEASE**

Entered into by and between the undersigned, _____ ("Student"), and _____ parent or legal guardian of Student ("Parent"), and TKE Housing Incorporated ("Landlord"):

- 1) **Term:** For double occupancy for the academic year, Student and Parent, jointly and severally, shall pay to Landlord: \$_____ payable on August 1, 2015 or at the option of Student and Parent, in 2 installments of \$_____ payable on August 1, 2015 and January 1, 2016. A premium of \$_____ per semester (\$_____ per year) will be added to all singles. Singles are available only with Landlord's consent. For purposes of this Agreement, the academic year shall begin one week prior to University's first Fall Class (August 20, 2015) and terminate on the Friday following University's Commencement (____ __, 2015).
- 2) **Space:** Landlord shall assign room space to Student at a Fraternity House located at _____ ("Fraternity House") for the academic year as described in Paragraph 1. Student shall accept and retain the room space assigned to him by Landlord. If Student's assigned space shall change from single to double occupancy, or vice versa, rent shall be adjusted accordingly. Space is assigned at the sole discretion of the Landlord.
- 3) **Meal Plan:** Landlord shall provide Student with a meal plan consisting of 16 meals a week for 32 weeks. The current meal plan consists of 6 breakfasts, 5 lunches, 4 dinners, and 1 brunch. This meal plan is subject to change at the sole discretion of Landlord, as long as a comparable meal plan is provided.
- 4) **Utilities:** Basic utilities (electric, gas, water, sewer, trash) are included in this Agreement and will be paid by Landlord up to an amount set in the Landlord's annual budget. Landlord reserves the right to obtain other services on Student's behalf and bill Student for the applicable charges on a monthly, quarterly, annual, or other appropriate basis.
- 5) **Use:** The use and occupancy of the Fraternity House shall be subject to the rules and regulations of Landlord and University. Student shall observe all the regulations and By-Laws of Tau Kappa Epsilon Fraternity and Chapter, the University, and Landlord. These rules may be amended at any time by their respective issuing body.
- 6) **Personal Property:** Landlord is not responsible for loss or damage to any of Student's personal property or property placed in or about the Fraternity House by Student from any cause whatsoever. Student and Parent are advised to purchase Renter's Insurance for personal belongings including furniture, stereo, jewelry, computer, etc. prior to occupancy. Personal property may not remain in the Fraternity House after the academic year without the written permission of Landlord. In no cases whatsoever shall the Landlord assume responsibility to personal property.
- 7) **Damage:** Student and Parent shall reimburse Landlord for all damage to the Fraternity House and for all damage to, or loss of, any fixtures, furnishings or property furnished under this Agreement, caused by Student's negligence.
- 8) **Student Withdraws:** If Student shall withdraw or be dismissed from the University, or shall withdraw from the Chapter, or shall fail to comply with the terms of this Agreement, then, at the option of Landlord, his rights to room and the use of the Fraternity House shall terminate and, in the event of the exercise of such option, the amounts due under this Agreement shall be adjusted proportionately to the date of such termination.
- 9) **Student Dismissed:** If Student shall be dismissed from the Chapter and shall remain a student at the University for the term during which such dismissal occurs, then, at the option of Landlord, his rights to room and to use of the Fraternity House shall terminate and, in the event of the exercise of such option, the amounts due shall be adjusted proportionately to the date of such termination.

- 10) **Accommodations Unavailable:** If accommodations for Student in the Fraternity House should be destroyed or otherwise become unavailable and Landlord is unable to furnish other accommodations in the Fraternity House, Student's rights to room and use of the Fraternity House shall terminate and the amounts due under this Agreement shall be adjusted proportionately to the date of such termination.
- 11) **Late Payments:** A late fee of 15% of the balance due, or \$10 per day, whichever is greater, will be due on any payment that is made more than 10 days after the due date. All late payments must be paid with a money order or cashier's check. If late fee is not paid, Landlord has the sole and absolute right of canceling and terminating this Agreement without notice and Student shall surrender possession of premises within 3 days after notice of cancellation. Sufficient notice shall be given in writing, mailed by United States mail, or delivered to the premises. Such surrender of possession will in no way deprive Landlord of recovering any sums due under this Agreement.
- 12) **Encumbrance:** Student agrees that at the request of Landlord or Tau Kappa Epsilon Fraternity Chapter, University may encumber the Students academic records and/or transcripts for failure to pay any and all charges when due. Student expressly authorizes the University to make such encumbrances with full knowledge that such encumbrances may deny the Student access to his academic records and prohibit him from enrollment in University.
- 13) **Bad Checks:** Landlord shall have the right to charge a \$25 handling fee for each bad check, and shall also have the right to pursue any remedies, including eviction, provided by this Agreement or by Law.
- 14) **Accelerate Balance:** In addition to any other remedy available to Landlord, the failure of Student or Parent to make payment within 15 days after the payment is due shall entitle Landlord, at its option, to accelerate the entire balance of the total amounts due under the terms of this Agreement. Acceptance by Landlord of a portion of any monies owed by Student and Parent shall not be deemed to be a waiver of any provision of this Agreement or any right conferred on Landlord by Law.
- 15) **Security Deposit:** Student and Parent submit with this Agreement a deposit of \$400. The deposit will be retained by Landlord until termination of this Agreement. The deposit will be used as payment of any damages incurred and any outstanding debt owed to the Landlord. The remaining balance, if any, will be returned to Student or Parent within fifteen days of the termination of this Agreement.
- 16) **Inspection:** Landlord shall have the right to enter into all rooms in the Fraternity House for the purpose of inspection and repair and shall have the right to reassign rooms in the Fraternity House at any time. Landlord shall have the right to enter the premises without prior notice upon a finding of reasonable suspicion that Student is in violation of the terms of this Agreement, University rule or regulation, any laws, or fraternity policy.
- 17) **Pets:** Pets are not allowed in the Fraternity House or on the grounds for any reason.
- 18) **Alterations:** Student shall not make alterations to the room, or redecorate it in any way that would constitute the making of alterations, or repaint the walls or woodwork without first obtaining Landlord's written consent to such alterations or redecoration.
- 19) **Fire Safety:** Student agrees to conform to the fire safety requirements as determined by University and applicable local, state, and federal laws.
- 20) **Smoking:** Student agrees that smoking is prohibited in the Fraternity House.
- 21) **Weekly Task:** Student shall be assigned a weekly task by the Landlord, or its designee, which shall be completed by 5pm Thursday and 5pm Sunday, of each week of the month. If Student fails to perform the assigned task within the time allotted, Student shall become immediately obligated to pay an additional \$25 fee to the Landlord for each failure thereof.
- 22) **Parking:** Student may be granted a license to use no more than 1 parking space in the parking lot of the Fraternity House, for the purpose of parking one motor vehicle during the term of this Agreement, on a priority basis as determined by Tau Kappa Epsilon Fraternity Chapter or the

Chapter President. Landlord shall not be liable for loss of, or damage to, any vehicle or personal property located in the Fraternity House parking lot from any cause whatsoever.

- 23) **Assignment:** Student may not assign or otherwise transfer rights under this Agreement without approval of Landlord.
- 24) **Venue and Cause of Law:** The only venue for settling disputes of this Agreement shall be Marion County, Indiana.
- 25) **Time is of the Essence:** It is agreed that time is of the essence in the execution and compliance of all terms and conditions contained within this Agreement.
- 26) **Notice:** All notices and demands made by Student and Parent to Landlord, or its Agent, must be made in writing and mailed to: Tau Kappa Epsilon Fraternity, Tau Kappa Epsilon 7439 Woodland Drive Suite 100 Indianapolis, IN 46278
- 27) **Landlord's Right to Terminate:** Landlord may at its sole option terminate this Agreement for breach of any term, condition, or covenant of this Agreement, by giving 5 days written notice of such termination to Student. Sufficient notice shall be given in writing, mailed by United States mail, or delivered to the premises.
- 28) **Collections:** In the event of the employment of an attorney by Landlord, or in the event that Landlord sues Student and Parent because of violation of any term or condition of this Agreement, then Student and Parent agree to pay to the Landlord any and all Attorney's fees, court costs, and expenses incurred by the Landlord in enforcing this Agreement.
- 29) **Binding:** The conditions and agreements contained herein are binding and may be legally enforced. Failure to enforce a breach of any condition shall not be construed to be a waiver of that or any other condition.
- 30) **Complete Agreement:** This Agreement represents an integration of all contractual obligations between the parties. No agreements were made between the parties that are not in this Agreement. Modifications to this Agreement must be in writing.

Student's Signature _____ Student's Printed Name _____ Date _____

Parent's Signature _____ Parent's Printed Name _____ Date _____

Address: _____

Phone: _____

For Landlord: _____ Date _____