

General Individual Housing Contract

Disclaimer- this is a general template. Your contract may be slightly different as different states, cities, and campuses have different requirements for contracts.

For good and valuable consideration, XYZ Chapter of Sigma Tau Gamma Fraternity (hereinafter referred to as "Chapter") and the individual signing below (the "Member") do hereby mutually covenant and agree as follows:

1. In exchange for the payments provided for herein, Chapter shall provide a sleeping room, and, if hereinafter required by this Contract, meal services, in the Sigma Tau Gamma facility located at XYZ ("Chapter Facility") to Member and Member shall be allowed to occupy a room, as assigned to member from time to time, for the periods as chosen by the Member set forth in Term of Contract ("Term") and Fee and Payment ("Schedule"). This Contract is a contract between Chapter, Member, and Responsible Parties and is intended to provide Member with a room, but not to provide any rights to a specific room, in the Chapter Facility for the Term selected by Member by the Schedule. THIS CONTRACT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE OF OCCUPANCY. To the extent any parking is available to members of the Chapter, such rights shall be allocated by Chapter policies. This Contract provides no parking rights. Sigma Tau Gamma Fraternity, Inc. ("Fraternity") and WPN Management Company, LLC ("WPN") are both third-party beneficiaries under this Contract and shall have the right to enforce the obligations of Member hereunder either in conjunction with, or independent of, the Chapter, but shall not be obligated to do so.
2. Member, by taking possession of his room, acknowledges and agrees that he (a) accepts the room and the Chapter Facility as suitable for the intended purpose; (b) accepts the room and the Chapter Facility as being in a good and satisfactory condition; and (c) waives any defects in the room or the Chapter Facility. Member acknowledges that Chapter shall not be liable for any damages to person or property arising out of the acts of any third party, including other Members of the Chapter Facility or the room assigned to Member, or for any damages to person or property arising from disputes among or between other Members or for any other reason. Additionally, Member acknowledges that disputes by or among Members of the Chapter Facility may occur and that Chapter has no duty to accommodate Member or any other Member of the Chapter Facility as a result of such disputes. Member acknowledges that Chapter has no duty to terminate the occupancy rights of any other occupant of the Chapter Facility because of disputes among or between Member and any other occupants of the Chapter Facility. Member shall not have the right to occupy a specific room, and room assignments may be modified at any time as Chapter deems advisable.
3. Member acknowledges that Chapter has, in reliance on this Contract, reserved a space for Member in the Chapter Facility and has entered into a contract with WPN under which Chapter will be obligated to pay WPN even if Member defaults on his obligations under this Contract. Member further acknowledges that if Member defaults under this Contract, for any reason (including resignation, termination, or abandonment of membership in Fraternity), Member shall be responsible for the full amount due under this Contract.
4. In addition to the charges from the Fee and Payment Schedule and Damage Charge Schedule as shown on Exhibit C ("Damage"), Member shall pay to Chapter such individual charges

as he may incur for optional goods and services furnished by Chapter, and for such special assessments, fees, and fines that Chapter or WPN may levy on its members. Such charges, assessments, fines, and fees shall be paid by Member within ten (10) days' notice that such charges are due.

5. The room should be returned to the Chapter in the same or better condition at the termination of this Contract. Furnishings brought into the space by Member shall be subject in all respects to the rules and regulations of Fraternity, Chapter, and WPN. It is agreed that should Member lose any room or house key assigned to him, he will be charged for the cost of the replacement of all appropriate locks and keys. The replacement key charge is \$50.00. Member shall take good care of the Chapter Facility and its furniture, furnishings, and equipment, shall keep them in a neat, clean, and orderly condition, and shall make no alterations or additions to the Chapter Facility (including his room) without the prior written consent of Chapter and WPN. Any approved alterations or improvements shall, at the option of Chapter, become the property of Chapter, or if directed by Chapter or WPN, shall be removed by or at the expense of Member. Chapter may restore the room to its original condition and charge the cost thereof to Member and Responsible Parties. Exhibit C identifies the damage charges Member may receive if the space is not left in the same or better condition at the termination of this Contract.
6. All payments are due on the first day of the month as outlined in the Schedule. Payments shall be through Member's Buildium Account and may be paid with an electronic check, credit card, or debit card or by mailing a physical check to WPN Management Company, LLC at 8741 Founders Road, Indianapolis, IN 46268. Cash will not be accepted. Regardless of whether it is a holiday or weekend, if Member has not paid all payments that are due by the first day of the month, then past due payments shall be subject to an initial late charge of \$50.00. Failure to pay when due shall be a default which shall exist until all payments under this Contract are current. In the event of default of any payment when due, the entire unpaid amount for the academic year or semester, as applicable, may be accelerated and become due and payable in full immediately at the election of Chapter or WPN. In addition to the initial late charge, accounts not paid when due will incur all costs of collection, including reasonable attorney's fees, which Chapter or WPN may incur to the extent permitted by law. The obligation of Member to pay on time does not depend on receiving a bill. Except as otherwise provided by law, Member has no right to withhold or offset any part of Member's payments by any other countering debt or obligation claimed by Member. Member agrees and gives consent that any Guarantor selected by Member may be given access to all information available to Member on Member's Buildium account if the Guarantor so requests. Exhibit B identifies the Collections Process for any financial delinquency.
7. Member shall use the Chapter Facility, which includes its yards and parking lots, only for residential purposes and not for any business or commercial enterprise. Member acknowledges that he has received, reviewed, and understands all rules, policies, and expectations of membership of Fraternity and Chapter. Member specifically acknowledges his obligation to comply with federal, state, and local laws and all Chapter, University, and Fraternity policies including, without limitation, those relating to illegal drugs, alcohol, and hazing in or at the Chapter Facility. Beverages containing alcohol of more than 15% by volume, marijuana, or other controlled drugs are prohibited in or at the Chapter Facility, notwithstanding that they may be legally permitted under local law. No burning candles are permitted in or at the Chapter Facility except for functions in which Fraternity has expressly approved them. The Chapter Facility is a smoke-free environment and no smoking is

- permitted in or at the Chapter Facility. Member shall not engage in activity involving illegal drugs or illegal use of alcohol, or any other unlawful activity in or at the Chapter Facility, and Member shall not knowingly permit any guests or invitee of Member to engage in unlawful activity there. Member shall not disturb, annoy, endanger or inconvenience Members of the Chapter Facility or other occupants of the Chapter Facility.
8. Member's use of Chapter Facility shall also be subject to the Chapter House Rules, as set forth in Exhibit A. Member acknowledges that Chapter House Rules may be amended or modified from time to time by Chapter or WPN to make occupancy and use of the Chapter Facility safer or more conducive to good communal relations within the unique living environment of a fraternity chapter house. Member shall be in default of this Contract and Member's occupancy of the Chapter Facility may be terminated, at Chapter's or WPN's option, if: (i) Member fails to comply with any term or provision of this Contract, federal, state, or local law, any Chapter, University or Fraternity policy, or any rule of Chapter, Fraternity, WPN or University; (ii) Member's membership in the Fraternity is suspended or terminated; (iii) Member fails to remain a student in good standing at the University, or (iv) Member fails to maintain the minimum grades at the University as established by the Chapter. Member acknowledges that violation of the laws, ordinances, rules, regulations, requirements and Chapter House Rules set forth in this Contract is a material breach of this Contract by Member, and thereafter, Chapter can terminate Member's rights to occupy the Chapter Facility, but Member remains responsible for all payments and charges during the entire term covered by this Contract.
 9. At the time of Member's execution of this Contract, Member will pay a deposit in the amount shown on the Schedule. The deposit will be held by WPN and may be commingled with other funds unless state laws require a different treatment, in which case the deposit will be held in compliance with state laws. Chapter or WPN may pay or apply all or any part of the deposit toward costs, expenses, or loss incurred by Chapter or WPN as a result of Member's failure to perform any of Member's obligations under this Contract. On request, Member shall pay such additional funds as may be required to restore the deposit. Nothing in this action shall constitute a waiver of any other rights or remedies available to Chapter under this Contract or law. Any unused deposit will be returned to Member after termination of Member's occupancy of room space, provided that Member has paid all charges due and is not responsible for damages to the Chapter Facility. Member shall remain responsible for any deficiencies or balances remaining unpaid, and/or other damages to the room, the Chapter Facility, or their furnishings and contents, after full application of the deposit. Member is subject to the loss of the deposit if a contract is canceled in addition to any additional fees.
 10. Member gives permission for authorized agents of the Chapter or WPN to enter, inspect or search the room assigned to Member, as well as any personal property located in the room or anywhere else in the Chapter Facility, at any time and without prior notice, to the extent not prohibited by applicable law. Such entry, inspection, or search may be conducted by any authorized officer or designee of the Chapter, Fraternity, or WPN. Member further agrees that he shall, on request, open any locking devices or remove any impediments to an inspection or search. Member understands and acknowledges that Member has no reasonable expectation of privacy in shared spaces of the Chapter Facility. Member hereby authorizes any other person who has a right with Member to occupy any space in the Chapter Facility to consent to search of such space by any law enforcement officer acting within his or her jurisdiction. Member agrees to indemnify and hold harmless Chapter, Fraternity, WPN and their respective agents, officers, employees, directors, and managers from any and all

damages, claims, demands, or liabilities, whatever the nature, resulting from any such entry, inspection, or search.

11. This Contract covers only the dates set forth in the Term of Contract. Access to the Chapter Facility may be limited by Chapter during breaks when the University is not holding classes, as the Chapter or WPN may determine. Member agrees to pay full charges under this Contract, even if Member vacates the room before the end of the Term of this Contract, regardless of the reason, such as but not limited to transfer to another school, termination of membership, or move to another residence. Any waiver or release of Member from the obligations of this Contract due to extreme hardship shall be at the sole discretion of the Chapter. If released from the Contract, Member is subject to applicable special assessments, fees, and fines including withholding of the security deposit if permitted by law. Any occupancy during periods that the Chapter Facility is closed or after the end of the Term may be considered an act of trespass, and Chapter may address any act it deems to be trespass with all lawful means. It is the current policy of the Chapter, and not an obligation of this Contract, for Chapter or WPN to give notice sufficient for Member to remove himself and his clothing and personal effects from the Chapter Facility in the event that Chapter deems his continued use and occupancy of the Chapter Facility as a trespass. This provision is included only for the purposes of establishing reasonable expectations in the event Member does not vacate as required and does not create an option to extend the occupancy privilege license. Payment for any such holdover shall be at a rate of Two Hundred Dollars (\$200.00) per day as liquidated damages, in contemplation of the labor and effort necessary to close and secure the Chapter Facility and possible delays in and additional costs of scheduled repairs and maintenance.
12. Member hereby acknowledges that Chapter's and WPN's interest in the Chapter Facility may be a leasehold right under lease contracts or other contracts with the University or another party (collectively, "Leases"). Member's rights are subject and subordinate to terms of the Leases. Member agrees that he shall not take any action which would violate any term or provision of the Leases and, if found to be in violation of the Leases, he shall immediately cease such action when informed of the violation. If the Lease between WPN and Chapter is terminated for any reason, including, without limitation, the failure of Chapter to remain in good standing with the Fraternity or the University, Member agrees, if so elected by WPN, to treat this Contract as a direct contract between WPN and Member. Notwithstanding the foregoing, Member acknowledges that if any of the Leases is terminated for any reason, this Contract may be terminated, and Member will vacate the Chapter Facility on demand. In such case, so long as Member is not then in default under this Contract and so long as Member's acts or omissions were not responsible, in whole or in part, for the termination of the applicable Lease, then Member shall not be responsible for financial obligations in this Contract for the period after a termination of this Contract due to termination of any Lease.
13. Upon the expiration or other termination of this Contract, Member shall remove his personal property from the Chapter Facility and shall peaceably surrender possession of the Chapter Facility, including his room, in clean condition and in good repair, ordinary wear and tear excepted. After vacancy of the room or surrender of possession by Member, Chapter or WPN shall have the right to dispose of any personal property left by Member in or on the Chapter Facility, and Chapter shall not be responsible to Member to account for the disposition of such property.
14. Member shall pay for all damage and loss arising from or related to Member's acts or omission, and to that of his guest or invitee, including damage to the Chapter Facility, its equipment, fixtures or furnishings, or other personal property furnished under this Contract;

provided, however, that Member's liability shall not extend to damage to the Chapter Facility, its fixtures or furnishings, to the extent that Chapter or WPN actually receives insurance proceeds from Chapter's insurance coverage as a result of such damage. No duty is imposed on Chapter or WPN to file or pursue a claim for insurance as a condition to Member's obligation to pay for damages. IF CHAPTER IS UNABLE TO DETERMINE THE PARTY RESPONSIBLE, DAMAGE TO COMMON AREAS OF THE CHAPTER FACILITY WILL BE ALLOCATED AND CHARGED EQUALLY TO ALL OCCUPANTS OR MEMBERS. IF CHAPTER IS UNABLE TO DETERMINE THE PARTY RESPONSIBLE, DAMAGE TO THE MEMBER'S SLEEPING ROOM WILL BE ALLOCATED AND CHARGED EQUALLY TO ALL DESIGNATED OCCUPANTS OF SUCH ROOM. WHEN CERTAIN INDIVIDUALS HAVE BEEN DETERMINED TO BE RESPONSIBLE FOR DAMAGE, THROUGH CHAPTER POLICIES AND PROCEDURES OR UNDER THE BY-LAWS OF THE CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE CHARGED FOR THE DAMAGES.

15. Chapter will exercise reasonable care in providing reasonable personal security and protection to Member in or at the Chapter Facility. However, it is specifically agreed that neither Chapter, WPN nor Fraternity shall be liable for any mental or physical personal injury or damage sustained by Member in or at the Chapter Facility resulting from lack of adequate security.
16. Member acknowledges that Chapter is only obligated to furnish Member with space or services under this Contract as long as the Chapter Facility is in a condition to provide the space or services called for in this Contract. If for any reason, the Chapter Facility cannot provide the space or services required in this Contract, Chapter's obligations shall cease. Member agrees that if the Chapter Facility becomes uninhabitable, Chapter may, at its option, provide alternative housing, in which case the terms of this Contract shall remain valid and in force with respect to the alternative housing, which shall thereafter be deemed to be the "Chapter Facility" for all purposes. If the Chapter Facility or a material part thereof becomes unavailable for residential use for any reason, Chapter shall have the right in its sole and absolute discretion to terminate this Contract in its entirety, in which case the Chapter will refund any prepaid fees or payments, prorated on a daily basis from the date the Chapter Facility becomes unavailable.
17. Member acknowledges that the Chapter Facility is not open to the public and that non-member guests are allowed in or at the Chapter Facility only by invitation of and when accompanied by a Member. Guests shall fully comply with all laws, rules, regulations, and policies governing personal behavior that are imposed on Member by the Contract. Members are responsible for any damage to the Chapter Facility caused by their guests or invitees.
18. Fraternity or WPN, or their designees, may enforce all of Member's obligations under this Contract as an agent of Chapter, or, if the lease between Chapter and WPN is terminated for any reason and if WPN so elects, as successor to Chapter under this Contract. Member agrees that it will recognize WPN as having assumed Chapter's rights and obligations under this Contract upon written notice from WPN to that effect.
19. MEMBER HEREBY RELEASES FRATERNITY, CHAPTER, AND WPN, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "RELEASED PARTIES"), FROM ANY LIABILITY, LOSS, OR DAMAGE TO MEMBER'S OR HIS GUEST'S PERSON OR PROPERTY ARISING OUT OF OR CONNECTED IN ANY WAY TO THE CHAPTER FACILITY OR ITS USE, INCLUDING BUT NOT LIMITED TO

THEFT, BURGLARY, ASSAULT, BATTERY, ARSON, VANDALISM, OTHER CRIMINAL ACT, FIRE, SMOKE, WATER, FLOOD, EFFECTS OF STORM, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE CHAPTER FACILITY OR THE ROOM, OR OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER MEMBERS OR PERSONS, AND EXPRESSLY INCLUDING ANY LIABILITY, LOSS OR DAMAGE CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES (THE "RELEASED CLAIMS").

20. Without limiting the general provisions set forth above, Member expressly releases the Released Parties from any claim or damage to Member's personal property, including vehicles, bicycles or motorcycles, or other similar property ("Vehicles"), arising from or relating to any Released Claims.
21. MEMBER UNDERSTANDS AND ACKNOWLEDGES THAT INSURANCE PROCURED BY CHAPTER, FRATERNITY, OR WPN DOES NOT COVER MEMBER'S PROPERTY. MEMBER SHALL PURCHASE RENTER'S OR LIKE COVERAGE TO PROTECT AGAINST LOSS TO MEMBER'S PROPERTY IN OR AT THE FACILITY, INCLUDING, BUT NOT LIMITED TO VEHICLES, HOUSEHOLD GOODS, PERSONAL EFFECTS, OR INTANGIBLE PROPERTY, THAT RESULTS FROM FIRE, THEFT, STORM, WATER DAMAGE, AND OTHER ACCIDENTAL CAUSES, AS WELL AS LIABILITY COVERAGE. MEMBER SHALL NOT KEEP OR OPERATE ANY MOTOR VEHICLE AT THE CHAPTER FACILITY WHICH IS NOT INSURED TO THE FULL EXTENT REQUIRED BY APPLICABLE LAWS OR ANY FINANCE CONTRACT ON SUCH VEHICLE.
22. Chapter and WPN will pay utility costs, including water, sewer, gas, electricity, extermination services, internet services, and standard waste removal (collectively, "Utilities"). Member will provide hardware he requires to connect cable or internet services to Member's user devices, provided however that all such hardware provided by Member is subject to rejection and removal by Chapter due to incompatibility with the Chapter Facility, the communications service provider, or other Member's devices. Any unauthorized change or alteration to wiring or other communications hardware shall be considered damage to the Chapter Facility.
23. For health and safety reasons, no pets of any kind shall be kept in or about the Chapter Facility except as allowed by this Section. If a Member with an ADA recognized disability has an ADA service dog for that disability which he wishes to keep in the Chapter Facility, he must apply to WPN to permit the dog in the Chapter Facility under separate written application and must comply with the documentation requirements of the assistance animal application packet. Such application must be made at the time of the signing of this Contract if the Member already has the service dog. If a Member with ADA recognized disability obtains a service dog for that disability after the signing of this Contract, he must complete and submit the application packet to WPN within one (1) week of acquiring the animal. If Member has a therapy animal, he must apply to WPN to permit the animal in the Chapter Facility under separate written application and comply with the documentation requirements of the assistance animal application packet and submit any other documentation regarding safety and suitability of the animal for the Chapter Facility as may be reasonably requested by the Chapter and WPN. The Chapter and WPN will determine if proper accommodations can be made for the animal so as to not endanger the health and safety of all other Members on the Chapter Facility. If the proper accommodations cannot be made by the Chapter and WPN, the Chapter and WPN may refer Member to the University for alternative housing.

24. In the event that any provision of this Contract is found to be invalid, unenforceable, or illegal, it shall be deemed to be without effect and to be deleted from this Contract, but the balance of the provisions of this Contract shall remain in full force and effect, valid and enforceable, except as may be limited by applicable law.
25. This Contract may be executed by counterparts and the fully executed counterparts may be deemed to be one original. Signatures to this Contract transmitted by facsimile, by email, or other electronic means shall be valid and effective to bind the party so signing. However, each party also agrees to promptly deliver an executed original of this Contract with its actual signature to the other parties on request, but a failure to do so shall not affect the enforceability of this Contract.
26. This Contract represents the entire contract between the parties and may not be modified except by mutual contract, in writing and signed by both parties.
27. No waiver of any term or condition or waiver of breach of any term or condition of this Contract shall be deemed either to (i) constitute a waiver of any subsequent breach of such term or condition, or (ii) justify or authorize any non-observance of such term or condition, or any other term or condition.
28. This Contract shall be governed by the laws of the state in which the Chapter Facility is located. Any dispute in which Chapter or WPN seeks to terminate Member's right to occupy the sleeping room shall be heard and determined exclusively by the state courts of appropriate subject matter jurisdiction in the county and state where the Chapter Facility is located. Unless a different jurisdiction is mandated by any federal or state law regulating fair debt collection practices, all other disputes under this Contract shall be heard and determined exclusively by the state courts of appropriate subject matter jurisdiction in Marion County, Indiana.
29. All notices to Member shall be sent to or posted at the Chapter Facility, unless, following the termination of this Contract, a forwarding address is provided in writing to Chapter. All notices to Chapter or to WPN shall be sent or personally delivered to the Chapter President at the Chapter Facility with a copy to WPN at 8741 Founders Road, Indianapolis, Indiana 46268-1338, or such other address as may hereafter be given to Member in writing.
30. Member agrees to abide by the House Rules, as they may be revised and modified by Chapter or WPN from time to time and at any time. WPN, as the manager of the Chapter Facility, shall be fully authorized to enforce these House Rules. All members and associate members of the Chapter, regardless of their residency status, will be held accountable to the Chapter House Rules while in or at the Chapter Facility.

In Witness Whereof, Chapter and Member have caused this Contract to be executed.

TERM of CONTRACT

(Check one) If a term is not selected by the Member, default applies to the full academic year term.

- FULL CALENDAR YEAR (Fall, Spring, and Summer Semesters) / XYZ Dates – XYZ Dates

FEE AND PAYMENT SCHEDULE

All communication regarding payment of rent and meal plan per the terms of this contract will be made in writing to a WPN Representative.

Room & Meal Plan Fees:

The fees below include room as described in the contract. All rates are based on individual occupancy.

Foodservice is provided by the Chapter to the extent the Member has elected. All members who are living in a facility where a meal plan is available, the Member is expected to have a full meal plan. A full meal plan = XYZ meals/week.

(Check One) If a payment schedule term is not selected by the Member, default applies to monthly billing.

- I will pay monthly. XYZ Amount.
For the Fall semester, the due dates are the 1st days of August, September, October, November, December.
For the Spring semester, the due dates are the 1st days of January, February, March, and April.
For the Summer semester, the due dates are the 1st days of May, June, and July.
- I will pay in full per semester. XYZ Amount.
For the Fall semester, the due date is the 1st day of August.
For the Spring semester, the due date is the 1st day of January.
For the Summer semester, the due date is the 1st day of May.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO CREDIT WILL BE ALLOWED FOR MEALS NOT TAKEN AT THE CHAPTER FACILITY OR FOR TIME SPENT LIVING ELSEWHERE SUBJECT ONLY RELIEF AT THE SOLE DISCRETION OF THE CHAPTER FOR SICKNESS OR DISABILITY. In addition, in the event of a default by Member under this Contract, WPN may, at its option and in addition to and not in lieu of any other remedies which may be available, terminate Member's right to take meals at the Chapter Facility and/or to suspend Member's right to take meals so long as the event of default continues. Member shall not be entitled to any credit for meals not served as a result of Member's default under this Contract and the remedies which WPN elects to pursue. In the event that, due to events beyond WPN's control, dining services cannot be provided to Member or such service is materially affected, WPN shall have the right to discontinue dining service for such period as WPN determines is required; provided, however, that if such interruption in dining services exceeds five (5) days, an appropriate refund of dining fees will be made by WPN.

Other Fees:

- Deposit: \$500.00 due at the execution of the contract. Member may not move into the facility until such time deposit has been paid. Member is subject to the loss of the deposit if a contract is canceled in addition to any additional fees.
- Late Fee: \$50.00/month assessed on all late payments.
- Returned Payment Fee: \$50.00 for handling returned checks or other rejected payments for any payments/fees mentioned above.
- Contract Cancellation: \$500.00 for any contract that is canceled with the consent of or by the action of the Chapter or WPN.
- Check Issuing: \$50.00 fee for a refund due to overpayment on an account or re-issue of a check.

DEPOSIT

Upon the end of the Member's obligations under this contract, the Member's security deposit will be postal mailed to the Member at the address listed in the Member's Tenant Application. Member is expected to provide any address changes within three (3) days upon the end of the contract term to WPN National Housing Company. Providing an inaccurate mailing address could result in applicable fees for check issuing.

I HEREBY AGREE THAT CHAPTER OR WPN MAY CONTACT AND SEEK PAYMENT FROM ANY GUARANTOR OF THIS CONTRACT UPON MY BREACH OF MY CONTRACTS, WITHOUT NOTICE TO OR CONSENT FROM ME.

I HAVE READ AND INDICATE MY CONTRACTUAL CONTRACT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN.

MEMBER:

Member Name

Email Address

Member Signature

Date

IN WITNESS, the signatures of the parties are affixed hereto, effective as of the date first set forth above.

**Signed on behalf of WPN Management
Company, LLC**

**Signed on behalf of XYZ Chapter of Sigma Tau
Gamma Fraternity**

By: _____
WPN Representative

By: _____
Director of Finance and Operations

Date

Date

GUARANTY of MEMBER OBLIGATIONS

I/we, as Guarantor(s), being the _____ of _____, a member of Sigma Tau Gamma Fraternity, hereby guarantee full, complete and timely performance of each and all for all of the terms, agreements, covenants and conditions, required to be paid or performed by Member set forth in the Housing Contract executed by the Member for the University academic year commencing in XYZ Year ("Payment Obligations"), and hereby authorize, confirm and approve the entry by Member into the Contract set forth above. Guarantor(s) acknowledge that Company would not have entered into the Housing Contract with Member but for the agreement of Guarantor to concurrently personally guarantee Member's performance of the Payment Obligations. If more than one person makes this guaranty on behalf of such Member, the responsibility of the guarantors is joint and several. This is a guaranty of payment and not a guaranty of collection. Any party entitled to performance under the Housing Contract may immediately seek payment from any guarantor, whether or not payment is sought from the Member or any other Guarantor. A lack of any particular action shall not be a defense against a person entitled to enforce this guaranty. Guarantor understands that his or her complaints if any, should Guarantor be required to pay the Payment Obligations of Member, are only against the Member or another Guarantor if any. Guarantor hereby waives the following: (a) any defense based upon any legal disability or other defense of Member; (b) any defense based upon Company's election of any remedy against Guarantor or Member, or both; (c) any right of subrogation, any right to enforce any remedy which Company may have against Member and any right to seek recourse against any other guarantor of the Payment Obligations; (d) presentment, demand, protest and notice of any kind; (e) any benefits of any statute of limitations affecting the liability of Member or Guarantor hereunder or the enforcement hereof; (f) any right to require Company to proceed against Member and any other person or entity or pursue any other remedy in Company's power; (g) any right to complain of delay in the enforcement of Company's rights under the Lease; and (h) any right to require Company to proceed against or exhaust any security held from Member or Guarantor.

As the guarantor, I would like access to a Buildium account on behalf of the Member for access, viewing and payment capabilities of this contract. (Optional)

Guarantor Name

Telephone: Home, Mobile, Office

Street Address of Guarantor

City, State and Zip Code

Guarantor Email Address

Guarantor Signature

Signature Date

EXHIBIT A
House Rules

I. THE CHAPTER FACILITY AND ITS PROPERTY

- a. House Exterior: No additions, modifications to, or removals from the exterior of the Chapter Facility are permitted. Hanging of temporary signs or banners is permitted only by written permission of WPN.
- b. Chapter Room and Study Hall: The Chapter Room shall be subject to such restrictions on use as the elected officers of the Chapter (the "Executive Board") may impose. Under no circumstances shall there be trash (food wrappers, cups, cans, etc.) left in the Chapter Room. No additions, modifications, or removal of furnishings and decor from these rooms are permitted.
- c. Roofs: No Member or guest of a Member shall ever enter on or climb on any roof of the Chapter Facility.
- d. No Pets: Except as provided in the Contract pertaining to persons with recognized disabilities, pets (which shall include any living animal of any type) ARE NOT allowed in the Chapter Facility, and if found, a fine of \$25.00 per day will be imposed on the person who is keeping such animal.
- e. Access to the Chapter Facility: All Members will be given an access method to the Chapter Facility. The access method (key, fob, code, etc.) is never to be given to any other party. Members will be given access to their individual rooms. Members will be held financially responsible for replacement fobs, keys, and fees associated with re-keying or re-coding door locks in the event of a lost fob, key, or misused code.
- f. No Smoking: Smoking and the use of e-cigarettes or any tobacco product is *prohibited* in all areas of the Chapter Facility.

II. INDIVIDUAL ROOMS

- a. Temporary sleep support devices, such as waterbeds, are not permitted.
- b. With approved obtained in advance from WPN in a writing which sets forth the design of the structure, lofts can be placed in a sleeping room so long as they are not attached to any part of the house.
- c. Enclosed sleeping spaces are not permitted.
- d. Common Participation: All Members of a particular sleeping room shall be expected to participate in all aspects of cleaning and routine maintenance of that room, if physically able to do so.
- e. Abandoned Property: Any items left in the rooms at the end of the lease term will become the property of WPN if it so elects, but such items may be utilized or disposed of at the sole discretion of WPN, and if disposed of, the costs of disposal shall be charged to the Member.
- f. Fixtures and Furnishings: Any provided furniture or fixtures assigned to each room must remain in each assigned room.
- g. Room Decorations: Attachment of temporary wall decorations shall be with removable/stickable 3M wall mounting tabs. The use of permanent adhesive materials (glue, nails, screws, staples) is not permitted. No painting, staining, or alteration, in any form, of any permanent surface in the room is permitted without prior written approval of WPN. Members will be held financially responsible for fees associated with repairing damage to or restoring walls, windows, ceilings, floors, doors, locks, fixtures, etc. Members may be assessed a fine for any damage caused to the property in addition to other damages for remediation.
- h. Electrical Safety: All extension cords must be heavy-duty, conform to local code requirements and shall not be overloaded.
- i. No Space Heaters: Space heaters are prohibited.

- j. Small Appliances: Small cooking appliances (coffee pots, microwave ovens, hot plates, popcorn poppers, or other personal cooking equipment) should never be left unattended when in use. Electrical appliances should be unplugged when not in use.
- k. Room Damage: Members are responsible for the assigned room and its furnished contents. Any loss or damage beyond normal usage will be charged to the Member's security deposit. The Chapter Facility will be inspected for damage by the House Manager and/or WPN representative at the end of each semester or whenever a change of occupancy occurs. The Member will sign a Member Check-in Contract upon moving in and may be present for a Member Check-out Inspection when moving out of the Chapter Facility.

III. FIRE SAFETY

- a. Fire Protection Systems. Alteration, removal, or misuse of fire alarms, extinguishers, and smoke detectors by occupants is prohibited. All fire safety equipment must be respected and kept available for emergency use and should be maintained and repaired only by professional contractors. If fire system abuse is determined, any member involved will be disciplined by Chapter, including but not limited to fines and costs of repair or replacement.
- b. Fire Doors: Fire doors are to be kept closed at all times and should not be propped open.
- c. Exits: Exit doors, stairwells, and hallways shall be kept clear and unobstructed. Occupants shall not block exits with furniture, boxes or trash, or other object.
- d. Sprinkler Heads: Nothing shall be hung from fire protection sprinkler heads.
- e. No Open Flames: The use of open flame candles is not allowed except for Fraternity ritual functions as set forth in the Contract. Other open flame devices are prohibited.
- f. No Heat Lamps: Heating lamps or infrared lighting fixtures are not allowed.
- g. No Blocking Fire Lane: No parking of vehicles is permitted in the fire lane.
- h. No Flammable Liquids: Oil-based paints and thinners or liquid fuel of any type shall not be stored in the Chapter Facility.
- i. Chemical Storage: Cleaning chemicals shall be stored in accordance with manufacturer's recommendations.
- j. Trash Removal. All trash, garbage, rubbish, or refuse shall be left only in proper containers at the locations specified by Chapter. Trash can liners are required at all times.

IV. COMMON CLEANING AND MAINTENANCE

- a. Common Participation: All occupants of the Chapter Facility shall be expected to participate in all aspects of cleaning and routine maintenance of common areas of the Chapter Facility, if physically able to do so. Personal servitude and hazing of any kind whether intended for facility maintenance or otherwise are strictly forbidden. As the basic test, if a person directing the work would not readily and willingly do the task himself and the person being directed has any sense of potential for reprisal for refusing, other than through official Chapter channels, it is probably hazing.
- b. Cleaning and Maintenance of Common Areas. Cleaning and maintenance of all common areas and kitchen services shall be the individual and joint responsibility of each Chapter member. Associate members and undergraduate members shall complete these responsibilities under scheduled specific assignments. WPN and/or the House Manager shall determine the maintenance and cleaning assignments and schedules. They shall have the authority to impose fines and other penalties for any individual's failure to perform his assignments.

V. ETHICAL CONDUCT

- a. Alcohol: No beverage containing alcohol of more than 15% by volume is permitted in or at the Chapter Facility. The possession or use of alcohol is limited to those occupants, members, and guests who are of legal age to possess alcohol and shall be subject to such additional rules as Chapter or WPN may establish at any time and from time to time.
- b. Illegal Drugs: Use, possession, or selling of illegal drugs, prohibited substances, or drug paraphernalia is strictly forbidden in or at the Chapter Facility. Any violator is subject to

criminal prosecution, disciplinary action by the Chapter, and eviction from the Chapter Facility.

- c. **Illegal Firearms, Weapons, and Explosives:** The unlawful possession of firearms, weapons, explosives, or other destructive devices in or at the Chapter Facility is forbidden. Any firearms which are lawfully possessed in the Chapter Facility under federal, state, and local laws shall be kept unloaded and locked in a manner which prevents operation by anyone without the key or code. Ammunition shall be stored in a separate closed container not kept in close proximity to the firearm. Any violator of this section may be subject to criminal prosecution, disciplinary action by the Chapter, and eviction from the Chapter Facility.
- d. **Gambling:** Gambling, wagering, bookmaking activity, or other activity designed to profit from games of chance, sporting events, or any other illicit proposition in or at the Chapter Facility is prohibited.
- e. **Noise:** All radios, television sets, stereos, phonographs, etc., shall be turned down to a level of sound that does not annoy or interfere with other Members.

VI. PHYSICAL DAMAGE

- a. Any physical damage to the Chapter Facility will be assessed by WPN or a representative of WPN. Repair and/or replacement will be coordinated by WPN with an approved vendor. Financial responsibility for the repair will be allocated and charged to individuals who caused or allowed such damage when applicable, as provided in the Contract.
- b. Members are required to complete a Member Check-in Contract to note existing damage to their room prior to moving in.
- c. Members are required to complete a Member Check-out Contract prior to moving out of the Chapter Facility to note and assign damage responsibility.
- d. As damage is incurred to the shared space, the House Manager should be notified so repairs can be made promptly.

VII. REPORTING VIOLATIONS

- a. **Reporting Violations:** Member shall promptly report any violation of laws, University rules or policies, Fraternity rules or policies, or Chapter House Rules, which the member observes or learns about to the Chapter Member or other person responsible for assigning cleaning duties for the Chapter Facility.

Member understands and acknowledges that if Member is present during any such violation and fails to report it that Member shall fairly and properly be presumed to be equally culpable with the actual violator unless proven otherwise to the satisfaction of the Executive Board of the Chapter or WPN staff.

Member Initials: _____

EXHIBIT B

Collections Process

Members understand and acknowledge by the contract their understanding to pay fees by the 1st day of the month as outlined above. If payment is not received under these terms, the collections process as described below will be pursued by WPN. This process could be pursued if rent, meal plan, or any fees assessed are not paid in full.

- I. Fee Due date- 1st day of the month
- II. If by the 2nd of the month an outstanding balance remains, a \$50.00 late fee will be assessed onto Member's Buildium account.
- III. Member will receive two email notices of a past due balance throughout the month. ("Past Due Balance Notice")
- IV. If by the second month's due date an outstanding balance remains, the Member and Guarantor will receive an email notice of intent to evict if the balance is not paid in full. ("Payment Demand Letter").
- V. If a balance remains after two months of being past due, the Member and the Guarantor will receive a mailed notice demanding payment and collections process or lawsuit pursuit if it is not paid within ten days of the date of the letter.
- VI. If payment is not received within ten days of the dated demand letter, an eviction notice will be delivered giving the Member 24 hours to move out of the property.

Member Initials: _____

EXHIBIT C

Damage Charges Fee Schedule

It is the Member's responsibility to return the premises to WPN in the same condition as it was received and after any additional corrections had been made to the premises from the Member Check-in/Check-Out Agreement form. If the Member does not clean the items listed below and leave them in good condition and working order, the following charges will be deducted from the security deposit. Where the security deposit is insufficient to cover the damages, the Member agrees to pay such amounts to WPN. The prices given for items below include the labor and are average prices only. If WPN incurs a higher cost that is listed below for the cleaning, repair, or replacement of an item, the Member will be responsible for paying the higher cost. The Member will be charged the listed amount for each instance in which the listed item must be cleaned, repaired, or replaced. If WPN incurs any cost of cleaning, repair, or replacement during the contract term, WPN may deduct such cost from the deposit and the Member agrees to restore the deposit to its original amount within thirty (30) days after notice from WPN.

Average Cleaning, Repairs, and Replacement Cost per Unit:

Kitchen(s):

Clean Stove/Oven: \$50	Clean Exhaust Fan: \$35	Clean Refrigerator/Freezer: \$50
Clean Dishwasher: \$35	Clean Garbage Disposal: \$25	Clean Sink: \$25
Clean Faucet: \$25	Clean Cabinets: \$30	Clean Countertops: \$15
Clean Floor: \$20	Replace Exhaust Fan Filter: \$25	Replace Garbage Disposal: \$150
Replace Cabinet Knobs: \$10	Replace Drip Pan: \$10	

Bathroom(s):

Clean Shower/Bathtub: \$50	Clean Shower Head/Faucet: \$15	Clean Toilet: \$20
Clean Sink: \$25	Clean Faucet: \$25	Clean Vanity: \$25
Clean Cabinet: \$25	Clean Exhaust Fan: \$15	Clean Floor: \$20
Replace Towel Bar: \$25	Replace Toilet Paper Holder: \$25	
Replace Shower Curtain Rod: \$20	New Vanity Light Bulbs: \$5 each	
Replace Toilet Seat: \$35		

Bedroom:

Clean Dresser: \$20	Replace Closet Door: \$100
Clothes Hanging Rod damage: \$25	Replace Bed Frame: \$250
Replace Mattress: \$200	Replace Dresser: \$250

Other:

Clean/Wash Windows: \$20	Clean/Wash Blinds: \$20
Clean/Wash Ceiling Fan: \$15	Clean/Wash Ceiling Light Cover: \$20
Replace Blind: \$40	Replace Broken Window: \$200
Replace Interior Door: \$150	Replace Entrance Door Lock: \$350
Fix Nail, Pin, and Screw holes: \$5/hole	Replace Standard Light Bulb: \$5/each
Damaged Drywall/Plaster: \$50 minimum	Vacuum, Clean and Shampoo Carpet: \$50
Carpet Replacement: \$5 per square foot	Paint: Depends on Damage
Trash Removal: \$10/garbage bag	Furniture Removal and Disposal: \$50/item
Replace Outlet/Switch Cover: \$5	Replace Cable/Phone Jack Cover: \$5
Replace Window Screen: \$100	Replace Door Screens: \$100
Replace Refrigerator: \$750	Replace Microwave: \$200
Replace Stove/Oven: \$500	Replace Dishwasher: \$500

Replace Ceiling Fan: \$200
Replace Dryer: \$500
Lost Key: \$50
Improper Check-out: \$25

Replace Washer: \$500
Replace Smoke Detectors: \$100
Check Stop Payment: \$50
Space Deep Clean: \$75

Note: the above list is not all-inclusive. The Member may be charged for cleaning, repairing, and replacement of items not included on this list. The Member agrees that the above cost and damages may be deducted from the security deposit.

Member Initials: _____