

Student's Name: \_\_\_\_\_

## DELTA DELTA HOUSING CONTRACT

For school year \_\_\_\_\_

### LICENSE AGREEMENT

The parties to this License Agreement (hereinafter referred to as "Contract") for room and board and membership benefits are the \_\_\_\_\_, (referred to as "Delta Delta Beta Mu Chapter" or "Delta Delta"), and the undersigned student member ("referred to as Resident") of \_\_\_\_\_ chapter of Delta Delta Sorority, and the undersigned Guarantor(s). The Premises for which room and board are provided is located at (address):

\_\_\_\_\_  
(referred to as "Chapter House")

Contract Term: (check one) The "Term" of this Contract is for the entire Academic Year of (university name) (referred to as "University") commencing when the Chapter House opens for fall classes at the University and terminating on the last day of Final Exams of the Winter Term, as scheduled by the University for \_\_\_\_\_. The Chapter House will be closed during university breaks. Holding over beyond the expiration is not permitted.

Full Academic Year--fall and spring terms ☐

Fall Semester Only ☐ (Permission Required)

Spring Semester Only ☐ (Permission Required)

Reason:

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## **Payment Terms.**

All sums due and payable under this Contract are referred to as Term Basic Charges.

Deposit amount: \$\_\_\_\_\_ DUE IN FULL AND PAYABLE TO (name):

\_\_\_\_\_ WHEN CONTRACT IS SUBMITTED

Deposit will be retained if Resident fails to move in for any reason, the Contract is not completed for the entire school year, or if the room does not pass inspection after each Resident moves out. The deposit shall be held by the chapter and may be applied to remedy any default of the Resident under the terms and conditions of this Contract. The deposit shall be refunded to the Resident upon the Resident's full performance of her obligations under this Contract. Written request to the President or her designee must be made to have the deposit refunded.

Room and board: (amount and payment terms)

Other charges: (here set forth if applicable)

## **Resident responsibilities.**

a) Payments due. In consideration for such room, board and membership benefits, the Resident shall pay the Term Basic Charges specified above during the Term of this Contract. By signing and returning this Contract, the undersigned approves this Contract and agrees to guarantee payment of the obligation herein created. The Resident agrees to make any payment that is more than 30 days past due promptly upon notification of the delinquent status of the Resident's account. Any exception to the payment schedule contained herein must be discussed with the Executive board and a payment plan must be in place.

b) Membership in Good Standing of National and Local Delta Delta. Resident shall at all times during the Term of the Housing Contract be a member or new member in good standing of National Delta Delta, and the \_\_\_\_\_ chapter of Delta Delta.

c) Enrollment and Attendance at the University. Resident shall be enrolled and attending the University.

d) Rules and Regulations Resident shall at all times abide by the Rules and Regulations of the University, National and local Chapter of Delta Delta Sorority, in effect at all times, including, but not limited to the Delta Delta Standards of Ethical Conduct, Delta Delta Sorority Policy on Alcohol, Delta Delta Sorority Membership Expectations Contract, National House Rules, and \_\_\_\_\_ House Rules as recognized by the chapter, all of which are incorporated herein by reference as if fully set forth and made a part of this Housing Contract.

e) Late Fee Assessment. If the Resident fails to make any of the payments identified in this Contract by the deadlines identified in this Contract, a nonrefundable late fee in the amount of \$\_\_\_\_\_ will be assessed.

f) Special Accommodations. Resident agrees to discuss with the Executive Board special accommodations she requires with in advance of moving into the Chapter House.

### **Damage.**

Damage to a room or its furniture beyond ordinary wear and tear will be charged to the Resident(s) occupying the room. Damage to rooms or property used in common with other students will be charged to all such students equally. If responsibility for damage is acknowledged by one or more students, the damage will be charged to such students.

### **Furniture Removal and storage.**

Residents are not allowed to remove furniture from the rooms or the Chapter House. No furniture may be stored.

### **Access.**

The [House Corporation, Executive Board], for itself and its chapter, reserves the right to authorize employees, chapter officers and/or alumnae officers to enter an individual Resident's room at reasonable times to inspect the room, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the room to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Furthermore, The [House Corporation] reserves the right to change the room assignment of the Resident and shall have the right to inspect and search the Resident's room at any time and for any reason without prior knowledge or consent by the Resident or any legal authority. If requested, the Resident will cooperate with any search and will open any locking devices and remove any other impediments to such searches.

### **Housekeeping and personal belongings.**

The Resident, in conjunction with other members of the chapter, shall be responsible for the regular and good housekeeping of the personal living areas of the House and keeping common areas free of personal property and trash. At the close of the University school year, the House shall be left neat and free of personal belongings. Any personal belongings left in the House at the close of the University school year will be disposed of. In addition, the Chapter shall not be responsible for the loss of or damage to any personal property belonging to the Resident from any cause whatsoever. The Resident shall take all necessary precautions to protect her personal property and is responsible for obtaining insurance coverage on such personal property

if so desired. Any physical damage to Resident's personal automobile or belongings is Resident's responsibility, not that of the Chapter.

### **Weapons.**

The possession and/or use of firearms, weapons, or explosive devices of any kind, by any member or new member, within the confines and premises of a Delta Delta chapter facility is expressly forbidden, including the parking lot and any surrounding grounds.

### **Drugs and alcohol.**

The possession and/or use of illegal drugs, including marijuana regardless of state law, or alcohol of any kind, by any member or new member, within the confines and premises of a Delta Delta chapter facility is expressly forbidden, including the parking lot and any surrounding grounds.

### **No pets.**

Without the prior written consent of the Chapter, which consent may be withheld in its sole discretion, the Resident shall not keep any animal, bird or pet of any kind in and or about the Chapter House. If the student receives such written consent, the student shall be required to pay the Chapter a nonrefundable fee to be determined as such situation warrants.

### **Disputes.**

The parties hereby agree that all disputes hereunder shall be resolved through mediation. If a mediation agreement cannot be reached, the dispute will be referred to (1) arbitration or (2) small claims court subject to the rules thereof in the state of \_\_\_\_\_, with the additional attorney fees and court costs that ensue. The decision of the mediator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.

### **Release.**

Resident hereby releases the chapter, [the House Corporation], Delta Delta Sorority and their officers, directors, employees and agents from any liability, injury, loss or damage to the Resident or the Resident's property resulting from fire, theft or any other cause, and Resident shall indemnify and hold harmless the chapter, [House Corporation], Delta Delta Sorority and their officers, directors, employees and agents from and against any such liability, injury, loss or damage. The Resident shall insure any property that she brings onto the chapter house premises against the risk of loss or damage. Said property shall include personal automobiles.

### **Notification regarding health.**

In consideration of such room, board and membership benefits provided to the Resident under this House Contract, the Resident does hereby grant permission to and authorize the chapter and their officers, advisors and representatives to contact, inform and notify the Resident's parents or legal guardian for and on behalf of the Resident of and about any of the following events or circumstances:

1. hospitalization of the Resident at any health care institution or facility; or
2. administration or provision of health or medical care, treatment, service or procedure by a health care provider to maintain, diagnose, or treat the Resident's physical or mental condition resulting from an emergency, accident, injury, assault, serious health condition or other similar cause. "Health care provider" means a person who is licensed, certified, or otherwise authorized or permitted to administer health care in the ordinary course of business or practice of a profession by the law of this or any other state wherein Resident requires health care.
3. incapacity or disability of Resident requiring administration or provision of health or medical care as described in (2) above.

The chapter and their officers, advisors and representatives shall determine to make such contact or notification of the Resident's parents or legal guardian in good faith and in a manner they reasonably believe to be in the best interest of the Resident and with the care an ordinary prudent person in a like position would exercise under similar circumstances. The chapter, and their officers, adviser and representatives shall not be liable for any action taken by them, or any failure to take action, if they perform and act in accordance and in compliance with this provision. Student, and her parents, heirs and legal guardians (the "Releasing Parties") do hereby release, remise and absolutely forever discharge the chapter, and all of their respective successors, assigns, affiliates, subsidiaries, officers, directors, advisers, employees and agents ("Released Parties"), from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, which were asserted, or which could have been asserted, by the Releasing Parties in connection with or as a result of the above described contact or notification of Resident's parents or legal guardians, whether now known or unknown, discovered or undiscovered, suspected or unsuspected, accrued or not.

### **Right to terminate Contract.**

The Sorority and/or House Corporation shall have the right to terminate the remainder of this Contract and demand immediate payment of all amounts due pursuant to this Contract and immediate possession of the Resident's room forthwith for the following reasons:

- a) Default on this Contract or the payment of any monies due the Chapter or House Corporation and such default continues for 30 days;
- b) Violation of any of the rules and regulations discussed or any provisions contained herein;
- c) In the event that the student shall withdraw, be expelled, or dismissed from the University. Resident shall forfeit possession of her room, but remains liable for the Term Basic Charges under the Contract unless a qualified replacement can be found to assign her license in accordance with the Contract.
- d) The student's pledge has expired, been lifted or broken. If the pledge has been broken, Resident shall forfeit possession of her room, but remains liable for the Term Basic Charges under the Contract unless a qualified replacement can be found to assign her license in accordance with the Contract.
- e) The member has been expelled or placed on National Probation or involuntary inactive status:
- f) The member voluntarily resigns from Delta Delta. Resident shall forfeit possession of her room, but remains liable for the Term Basic Charges under the Contract unless a qualified replacement can be found to assign her license in accordance with the Contract.
- g) The student or a member of her family suffers a serious illness, which requires the student to spend the majority of her time off the campus of (campus name). Documentation must be submitted to the Chapter testifying to these circumstances;
- h) or such other extenuating circumstances as the Chapter may determine from time to time in its sole discretion.

**The Resident forfeits any deposits.**

In the event of default on this Contract or termination as provided above, the Resident and parent or legal guardian as guarantor shall be liable for all obligations under this Contract. These obligations would normally accrue up through the end of the term during which the termination action was taken and include room rent, board, dues and all other fees which are to be paid in full by all initiated members should they not finish the current term.

**Termination procedure.**

In the event that this Contract is terminated by the Sorority prior to the expiration hereof, the rights and responsibilities of the parties hereto shall be as follows:

- a) The Resident shall be responsible for any and all charges incurred pursuant to this Contract;
- b) The Chapter shall calculate the amount of the Term Basic Charges that may be returned to the Resident within thirty (30) days of the effective date of the termination of this Contract. The Chapter may prorate the Board fee in its sole discretion, but the Room, Maintenance and other fees are non-refundable.
- c) The rights and obligations of the parties shall continue to be in full force and effect during any applicable notice periods.

### **Internet Service.**

(EXAMPLE—ALTER to fit your Internet situation. The Resident has access to the Chapter Internet service. Use of the service is voluntary. The Resident is responsible for following all instructions regarding virus elimination, software patches and any other procedures necessary to ensure the security and proper functioning of the service. The Chapter is not responsible for temporary loss of service due to electrical power outage, service provider outage, virus contamination, or problems resulting from the failure of a Resident(s) to follow recommendations of the computer contractor. Any member who introduces an unapproved device (eg: router, wireless access point, etc) onto the sorority network will be fined \$100. \_\_\_\_\_ (chapter name) of Delta Delta has a policy for the use of the Internet whereby members must ensure that they:

- Comply with current legislation
- Do not create unnecessary risk to the sorority by engaging in unacceptable Internet behavior including the following:
  - o Visiting Internet sites that contain obscene, hateful, or otherwise illegal material
  - o Using the computer to perpetrate any form software, film or music piracy; this includes but is not limited to Bit Torrent, eDonkey, etc.
  - o Using the Internet to send offensive or harassing material to other users
  - o Downloading commercial software or any copyrighted materials belonging to third parties, unless you are licensed to use that software
  - o Hacking into unauthorized areas
  - o Introducing any form of malicious software into the chapter network

**License not transferable.**

This license is not transferable without the written consent of the Chapter. No consent shall be given unless the proposed assignee meets all qualifications of the original Resident to this Contract and is a currently matriculated member or new member of \_\_\_\_\_ chapter of Delta Delta Sorority.

This Contract shall be signed and returned to the (state who) who is the house manager with the deposit stated herein. The Resident shall be liable for the Resident's full and faithful performance of the terms and conditions of this Contract. By signing below, Resident acknowledges that she has received, read and understood the Rules and Regulations.

RESIDENT

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

HOUSE MANAGER

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Resident's e-mail address: \_\_\_\_\_

Resident's phone number: \_\_\_\_\_