Lease Agreement for Room and Board

{Legal name of AVC or LLC}

2018 – 2019 Academic Year

THIS LEASE AGREEMENT (THIS “LEASE”) IS A LEGALLY BINDING CONTRACT. Upon completion and signature, you will become obligated to make all payments in the manner set forth herein. Failure to comply with all terms of this Lease may result in collection proceedings, legal action, loss of fraternity privileges and membership, as well as, eviction from the premises. **DO NOT SIGN ON LAST PAGE UNTIL YOU HAVE FULLY READ AND UNDERSTAND THE TERMS HEREIN**.

This Lease is made by and between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Permanent Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City) (State) (Zip Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Phone #) (Social Security #)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

(Driver’s License #) (State)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(E-Mail Address)

hereinafter referred to as “Tenant”, and {Legal name of AVC or LLC}, 310 S. Boulevard, Richmond, VA 23220, hereinafter referred to as “Landlord”.

# TERMS

That for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. DESCRIPTION: Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, a room (“Room”) in the Sigma Phi Epsilon Fraternity house located at {Chapter House Address}, (the “Fraternity House”), to be used by Tenant for residential purposes only. Tenant is also entitled to make reasonable use of the common areas of the Fraternity House, subject to the rules and regulations of {Name of University or Institution} (the “School”), the School’s Inter-Fraternity Council, Sigma Phi Epsilon Fraternity, Landlord and the terms of this Lease.

2. TERM: The term of this Lease begins {Start Date} and terminates {End Date} (the “Term”). The Term of the Lease does not include periods of time between the School’s academic semesters {Winter Break dates}. Landlord has the right to assign Tenant to any Room in the Fraternity House at the beginning of this Lease. At any time during the Term of this Lease Landlord shall have the right to move Tenant to similar accommodations within the Fraternity House for any reason.

3. RENT: Tenant agrees to pay Landlord, or its designated agent, rent (which includes

board and parlor fees) and security deposit, without demand or set-off, in the following manner and in the following sums (collectively, “Rent”):

Rent totaling {Total Rent Amount} will be paid in the following manner:

* Security Deposit Due upon signing of lease in the amount of $700
* First Semester Rent Due 8/1/2016 in the amount of {First Semester Rent}
* Second Semester Rent Due ­1/1/2017 in the amount of {Second Semester Rent}

*Board shall include 5 continental style breakfasts, 5 prepared lunches, and 5 prepared dinners, per week served on weekdays. Board will be provided from August 22 – December 16; and January 9 – May 5.*

PLEASE MAKE ALL CHECKS PAYABLE TO {Legal name of AVC or LLC}. Time of rent payment is of the essence and Tenant shall pay a late fee of $150 per month from the due date if any payment is made after the above referenced due dates. There is a $50 service fee for all returned checks.

4. RIGHT OF ENTRY: Landlord and/or its agents shall have the right to enter the Room by passkey or otherwise at all reasonable and necessary times without notice to inspect the Room, as well as, any personal property of Tenant for any purpose, including, but not limited to, the purpose of ensuring compliance and non-violation of Section 18 of this Lease. It is further agreed that any locking devices or impediments to such a search shall be readily opened by Tenant.

5. DEFAULT: If Tenant fails to punctually pay the Rent or any installment thereof in accordance with the deadlines set forth herein, or if Tenant fails to reimburse Landlord for damages or extraordinary repairs due under this Lease, or if Tenant or guests violate this Lease or applicable State or local laws, or if Tenant abandons the Room, then Landlord may have all remedies legally permissible at law or equity, including termination of this tenancy. If this should occur, Tenant shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by Tenant’s default. Tenant agrees that any failure to Landlord to insist upon strict observance of any covenant, provision or condition of this Lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this Lease.

6. CONDUCT: Tenant agrees that the conduct of himself, his guests and invitees shall never be disorderly or unlawful and shall not disturb the rights, comforts or conveniences of other persons in the Fraternity House and shall, at all times, comply with the provisions of Section 18 of this Lease. Any actions to the contrary shall be deemed misconduct by the Landlord, to be determined in Landlord’s sole discretion, and may result in the termination of this Lease by Landlord. Misconduct on the part of the Tenant shall include, but is not limited to, the following:

1. Maintaining a nuisance within the Room, Fraternity House or its surrounding areas;
2. Disorderly or illegal behavior on the part of Tenant or Tenant’s guests;
3. Keeping any handguns, firearms or weapons of any type, or any explosive, inflammable or any hazardous substances, or any article of thing of a dangerous nature on the premises;
4. Violating the provisions of Section 18 regarding alcohol and Controlled Substances;
5. Inability or refusal on the part of the Tenant to adjust to the concept and requirements of living in a student residence environment;
6. Violation of any of the rules and regulations made by Landlord, other Governmental Bodies and/or the School;
7. Violations of any of the covenants or conditions of this Lease;
8. Violations of any Sigma Phi Epsilon Fraternity’s (or the local chapter’s) Bylaws and/or Bylaws and Administrative Policies and Procedures of Sigma Phi Epsilon Fraternity;
9. Loss of Tenant’s status as a member or new member of Sigma Phi Epsilon Fraternity as prescribed in the Bylaws and Administrative Policies and Procedures of Sigma Phi Epsilon Fraternity; and/or
10. Violation of the Sigma Phi Epsilon Fraternity’s “Statement on Chapter and Individual Responsibility.”

7. CONDITION OF ROOM: Prior to occupancy, Tenant will examine the Room and Tenant agrees to accept the Room in the present condition, and agrees to keep the same in good repair during the term of this lease. Tenant shall have the right to report defects or damages to Landlord, or designated agent, in writing or email within 24 hours after Tenant is given Possession of the Room and is given a MOVE-IN INVENTORY AND CONDITION form for the Room. Tenant further agrees to repay Landlord, on demand, the cost or repair or service made necessary by the negligent or careless use of the Room by Tenant, his agents, family, invitees and/or guests. Tenant agrees to surrender the Room in like condition as when taken, reasonable wear excepted.

In addition, Tenant shall be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the common areas of the Fraternity House caused by Tenant, his family, invitees, and/or guests. In the event of the person(s) responsible for the damage cannot be ascertained by Landlord after reasonable inquiry then Tenant’s local Sigma Phi Epsilon chapter will be responsible for reimbursing Landlord for all damage caused to such common areas of the Fraternity pursuant to the “Chapter Facility Responsibility Statement” between Sig Ep National Housing, LLC and the Tenant’s local Sigma Phi Epsilon chapter.

8. LIABILITY: Landlord and its employees or agents shall not be responsible or liable to Tenant for any personal injury and/or property damage or loss that may be occasioned by or through acts or omission of other tenants, their guests or invitees, or of persons who are trespassers. Landlord shall not be responsible or liable for any personal injury and/or property damage or loss from theft, vandalism, fire, water, rain, storms, explosions, act or omission of any other tenants, sonic booms or other causes whatsoever. Landlord shall not be liable for loss or damage resulting from failure, interruptions or malfunctions of the utilities provided Tenant under this Lease nor shall such failure, interruption or malfunction in any way operate as a release from the prompt and punctual performance by Tenant of the covenants contained within this lease. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any other person or persons for the loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant and his agents, guests or invitees, in or in connection with the use and/or occupancy of the premises by Tenant.

9. WAIVER OF SUBROGATION: Each party releases the other party from and liability for loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and waiver of insurer of rights of subrogation) is carried by the insured party, to the extent of any recovery by the insured party under such policy.

10. DAMAGE OR DESTRUCTION OF PREMISES: If, in the sole discretion of the Landlord, the Room and/or the Fraternity House should become untenable during the Term of this Lease because of damage or destruction by fire or other casualty for any other reason, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within the Fraternity House and repair and restore the Room and/or Fraternity House (as applicable). In the event of such damage or destruction to the Room or Fraternity House without the fault of Tenant, his agents, guests or invitees, Tenant’s obligation to pay Rent hereunder shall be abated if Landlord terminates this Lease, or does not furnish Tenant similar accommodations within the Fraternity House.

11. ASSIGNMENT PROHIBITED: Tenant shall not assign this Lease nor sublet the whole or any part of the Room or any other portion of the Fraternity House under any circumstances.

12. PETS: PETS WILL NOT BE PERMITTED IN THE FRATERNITY HOUSE. THE PRESENCE OF PETS WILL BE SUFFICIENT REASON FOR TERMINATION OF THE LEASE AND/OR EVICTION.

13. RIGHT OF REFUSAL / PARENTAL GUARANTY: Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever provided; however, such refusal shall not be based on Tenant’s race, religion, or national origin. In the event of a refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any other previously paid Rent.

Before Landlord accepts this Lease, Landlord requires a guarantee signed by Tenant’s parent (a “Guarantor”) in a form acceptable to Landlord (“Guaranty”). If Tenants delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies. Notwithstanding the foregoing, in the event a Guaranty is not obtained by Landlord, Landlord may waive such requirement, accept the Lease without the Guaranty, and enforce all of its rights under the Lease against Tenant.

14. NON-OCCUPANCY BY TENANT: If the Tenant decides not to occupy or is otherwise unable to occupy the Room for any portion of the Term (for any reason including academic suspension from the School), Landlord is entitled to retain the full amount of Rent specified in Section 3 of this Lease.

15. REMOVAL OF GOODS: At the end of the Term, Tenant must remove all personal goods or effects no later than 12:01 p.m on the last day of the Term. Any personal goods or effects left behind after the expiration of the Term shall become property of Landlord. Any disposal costs associated with removal of goods or effects shall be borne by Tenant.

Tenant further covenants and agrees that if Landlord shall remove Tenant's goods or effects, pursuant to the terms hereof or of any court order, Landlord shall not be liable or responsible for any loss of or damage to Tenant's goods or effects and the Landlord's act of so removing such goods or effects shall be deemed to be the act of and for the account of Tenant, provided, however, that if the Landlord removes the Tenant's goods or effects, Landlord shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

16. RETURN OF SECURITY DEPOSIT: Landlord may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Tenant's nonpayment of rent or non-fulfillment of the Term of this Lease; (2) any damages to the Room or Fraternity House for which Tenant is responsible; (3) any unpaid fees or dues owed Landlord; (4) any court costs incurred by Landlord in connection with terminating the tenancy; and (5) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of this State. After having deducted the above amount (as applicable), Landlord shall refund to Tenant the balance of any remaining Security Deposit, within forty-five (45) days after the expiration of the Term. Landlord may retain the Security Deposit, or any portion thereof, in accordance with the terms of Section 18 of this Lease.

17. GOVERNING LAW: This Lease shall be governed by the laws of the State in which the Fraternity House is located.

18. **SUBSTANCE-FREE CHAPTER FACILITY:** Tenant represents and warrants to Landlord that Tenant accepts, acknowledges and agrees to be bound by the following terms and conditions concerning the use, distribution, consumption, manufacture, storage and/or possession (collectively, “Use and Consumption”) of all alcohol and Controlled Substances. For purposes of this Lease, the term “Controlled Substance” shall mean all illegal and illicit substances and drugs, marijuana or any other controlled substances without an appropriate prescription issued to the user by a licensed professional. For purposes of this Lease, the term “Tenant Guest” shall mean any invitee, guest, agent, or any other person permitted to enter the Fraternity House by Tenant.

A. **Controlled Substances**. At all times, the Use and Consumption of a Controlled Substance by Tenant in any manner in any area of the Fraternity House (including Tenant’s Room) is strictly prohibited. This includes, but is not limited to, the Use and Consumption of a prescription drug by Tenant for which Tenant does not have a prescription from a licensed physician written in his individual name. Tenant is responsible for ensuring that all Tenant Guests comply with the terms of this Section 18(A) and failure of any Tenant Guest to comply with this paragraph shall constitute a default of this Lease by Tenant.

B. **Alcohol**. At all times, and regardless of whether Tenant or any Tenant Guest is under or over the age of 21, the Use and Consumption of alcohol in any manner by any person is strictly prohibited in all areas of the Fraternity House, including but not limited to Tenant’s Room, all common, interior and exterior areas of the Fraternity House, chapter rooms, parlors, social halls, kitchens, libraries, restrooms, locker rooms, changing rooms, alumni rooms, dens, social media rooms, exterior yards, porches, roofs, and parking lots. Tenant is responsible for ensuring that all Tenant Guests comply with the terms of this Section 18(B) and that no Tenant Guests consume alcohol in any area of the Fraternity House including but not limited to those rooms and areas listed in the preceding sentence. Failure of Tenant or any Tenant Guest to comply with the terms of this Section 18(B) shall constitute a default of this Lease by Tenant.

C. **The Fraternity’s Substance-Free Policies**. Tenant must abide by the terms of Resolution 2, passed by the Grand Chapter of Sigma Phi Epsilon Fraternity, Inc. in August of 2017 (the terms of said Resolution 2 are hereby incorporated into this Lease and referred to as the “Substance-Free Policies”). The Use and Consumption of all alcohol and Controlled Substances in the Fraternity House shall be in strict accordance with all applicable law, the terms of this Section 18 of this Lease and the Substance-Free Policies. The execution of this Lease by Tenant constitutes Tenant’s agreement to be bound by the terms and conditions of the Substance-Free Policies. Landlord’s remedies against Tenant for violating this Section 18 shall be in addition to any disciplinary action that Sigma Phi Epsilon Fraternity may impose against Tenant as member of the Sigma Phi Epsilon Fraternity.

D. **Landlord’s Right to Terminate**. In the event that Tenant violates any condition set forth in this Section 18 of the Lease, then, in addition to all other remedies provided to Landlord under this Lease and/or by law or equity, Landlord shall have the immediate right to terminate this Lease by giving Tenant written notice of such termination (“Termination Notice”) in which case Tenant shall surrender its Room within five (5) days of receiving such Termination Notice and forfeit the Security Deposit (notwithstanding any provision of Section 16) and any rents that have already been paid or pre-paid as of the date of the Termination Notice. In the event the residential landlord/tenant laws of the state in which the Fraternity House is located requires a longer notice period prior to termination then Tenant shall be provided the shortest amount of notice allowed under the law prior to being required to surrender the Room. For the sake of clarity, if Landlord terminates the Lease in accordance with the terms of this Section 18, Tenant shall have no right to reimbursement of the Security Deposit, or any part thereof, or to any rent (whether in advance or in arrears) paid as of the date of the Termination Notice. Any rent that is due and owing, but not yet paid, as of the date of the Termination Notice shall be due and payable within ten (10) days of the date of such Termination Notice.

[Remainder of page intentionally left blank; signatures follow.]

[Signature Page – Lease Agreement for Room and Board]

**TENANT:**  **LANDLORD:**

{Legal name of AVC or LLC},

a {State} limited liability company

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

**AGREEMENT OF PERSONAL GUARANTY**

**ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT**

The undersigned “Guarantor,” in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the duties and obligations under the Lease Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

Guarantor also acknowledges and agrees that Guarantor is familiar with Section 18 of the Lease governing the Use and Consumption of alcohol and Controlled Substances (as both terms are defined in the Lease). Guarantor further acknowledges and agrees Tenant’s failure to comply with Section 18 of the Lease can lead to the termination of Tenant’s Lease.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees

the performance under the Lease of (TENANT).

**EXECUTED** to be effective as of the day of , 20\_\_.

**GUARANTOR:**

Name:

ADDRESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)