

# ROOM CONTRACT

2006-2007

**THIS CONTRACT**, dated hereunder, between GAMMA OMICRON, INCORPORATED, the "Corporation Board" (governing Landlord), the Gamma Omicron Chapter of Kappa Sigma Fraternity, the "Chapter" (Agent for the Landlord) and the undersigned student, hereinafter referred to as the "Student";

**WITNESSETH:**

For and in consideration of the rents, covenants and agreements hereinafter set forth, Corporation Board, Chapter and Student agree with each other as follows:

**PREMISES:**

Corporation Board hereby rents, leases and lets to Student, and Student hereby rents, leases and takes from Corporation Board, the following described premises. Student agrees to accept any room that may be assigned to him at the Chapter House ("Premises") and to share the same with any other students as may be assigned to such room. Additionally, Student has use of all common areas, parking areas and lawns, to-wit:

At that building designated as Kappa Sigma, the street address of which is 1045 Emery Road, Lawrence, Douglas County, Kansas, 66044 located in WEST HILLS, a subdivision in said City, County and State.

**RENT AND TERM:**

Unless adjusted pursuant to the provisions of this Room Contract, base rent ("Unadjusted Rent") for the Lease Term shall be as follows:

Amount	Payment Frequency
\$5,950.00	Annual
\$6,400.00	Semester

Unadjusted Rent shall be paid as follows:

Payment Frequency	Payment Amount	Payment Due Date(s)
Annual	\$5,950.00	Aug. 15 <sup>th</sup>
Semester	\$3,200.00	Aug. 15 <sup>th</sup> , Jan. 15 <sup>th</sup>

The Room Contract Term shall be for nine (9) months, commencing on the fifteenth day of August, 2006 (the "Commencement Date"), and ending on the fifteenth day of May, 2007. Early occupancy and short-term holdovers may be granted to accommodate University schedule.

All rentals shall be paid to Gamma Omicron, Incorporated at P.O. Box 25251, Overland Park, KS 66225. **A \$100 late fee will be assessed if the full amount of any rent payment due under this Room Contract is not received by the end of five (5) calendar days after the date it is due.** Student also agrees to pay a twenty-five dollar (\$25.00) handling charge for any checks failing to clear Student's bank for any reason.

**RENTAL REBATE:**

Should the total number of Students living in the Premises for the entire term of this Room Contract be equal to or greater than the full time equivalent of seventy (70) Students, Student will be entitled to a Rental Rebate as follows:

Rental Payment Frequency	Rebate Amount	Net Annual Rental Amount
Annual	\$200.00	\$5,750.00
Semester	\$150.00	\$6,250.00

Such Rental Rebate to be paid within ninety (90) days after the expiration of this Room Contract.

**CONDITIONS OF LEASE:**

1. Prior to occupancy Student must pay the following sum as a **SECURITY DEPOSIT** to be held by the Corporation Board for application against the payment of accrued rent and the amount of damages that Corporation Board may suffer by reason of the Student's noncompliance with this Contract:

**Total Deposit: \$400.00 (Members initiated before May 06)  
\$600.00 (New Members beginning May 06)**

Student shall be entitled to the return of the deposit if Student has complied with all the terms of this Room Contract. Student agrees and understands that the security deposit is not a prepayment of rent. No interest will be paid on the security deposit. The Student shall not apply or deduct any portion of the security deposit from any rent payment or in lieu of payment of rent. If Student fails to comply with this provision, the entire security deposit shall be forfeited and the Corporation Board may recover the rent due as if the deposit had not been applied or deducted from the rent due.

Within ninety (90) days after the expiration of this Room Contract, Corporation Board may refund, in full or in part, the Security Deposit contingent upon an inspection of the Premises by Corporation Board for repairs and damages caused by negligence or malicious destruction, by Student, guest, invitee, or non-invitee.

2. No alterations, additions, modifications, fixtures, or other attachments shall be made to or placed upon the contracted Premises or put into any wall, cupboard, woodwork, etc., without written permission of the Corporation Board. If permission is given, then no alterations, additions, modifications, fixtures, or other attachments shall thereafter be removed by Student unless such removal can reasonably be made without damage to the leased Premises.

3. Student Agrees to do the following:
  - a. Keep that part of the Premises that such Student occupies and uses as clean and safe as the condition of the Premises permit;
  - b. Remove from such Student's dwelling unit all rubbish, garbage and other waste in a clean and safe manner on a regular and frequent schedule;
  - c. Keep all plumbing fixtures in the dwelling unit or used by the Student as clean as their condition permits;

- d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the Premises;
  - e. Be responsible for any destruction, defacement, damage, impairment or removal of any part of the Premises caused by an act or omission of the Student or by any person or animal or pet on the Premises at any time with the express or implied permission or consent of the Student;
  - f. Not engage in conduct or allow any person or animal or pet, on the Premises with the express or implied permission or consent of the Student, to engage in conduct that will disturb the quiet and peaceful enjoyment of the Premises by other Students;
  - g. Promptly notify Chapter in the event the electrical, plumbing, sanitary, heating, or ventilating system or systems located in the leased Premises shall fail to operate;
  - h. Not use the Premises, or allow any person with the express or implied permission or consent of the Student to use the Premises, in connection with a violation of any local, state, or federal law, the rules and regulations of the University of Kansas, the Rules, By-Laws and Code of Conduct of the Kappa Sigma Fraternity including any sanctions then in effect, or the Rules and By-Laws of the Corporation Board. Failure to comply with the above or to engage in any activity considered conduct unbecoming a member of Kappa Sigma, will be an event of default by Student of this Room Contract and Corporation Board will have all rights and remedies from such default as contained hereafter. In addition Student agrees to reimburse Corporation Board for any damage Corporation Board suffers by reason of any such violations.
4. No live pets (birds, cats, dogs, or other animals) will be allowed or shall be kept by Student on the Premises.
  5. Student shall not sublet or assign this Room Contract or any part thereof by his own act, process or operation of law or in any manner whatsoever.
  6. By his entry into possession of the Premises, Student formally accepts the same and acknowledges that the Premises are in the condition called for hereunder.
  7. Insurance on the Student's furniture, personal property, and personal liability is recommended. Corporation Board assumes no responsibility for loss, damage, or destruction of Student's furniture or personal property. In the event that a storage area is made available for the leased Premises, Corporation Board assumes no responsibility for loss or damage to contents in the storage area.
  8. The Student and Corporation Board agree that occupancy of the Premises for one or more days each month shall obligate the Student for a full month's rent. There shall be no apportionment of rent on a daily basis.
  9. Student agrees that Corporation Board's liability for fire and theft or breakage in the common areas is limited to the

Corporation Board's negligence. Corporation Board shall not be responsible or liable to Student for any injury, loss or damage to persons or property occurring in or on the Premises regardless of cause, it being understood and agreed that all risk of loss shall be borne by Student.

10. Student shall notify Chapter promptly of any damage caused by Student, his invitees, family or pets and any damage to the Student's room or the common areas of which Student has knowledge. Student shall make no alterations in the Premises without the written consent of the Corporation Board.

11. It is understood that Student's occupancy of the leased Premises is subject to certain rules and regulations, a copy of which is attached hereto, and which Student acknowledges he has read and understood.

12. Corporation Board or its agent shall have the right to enter the Student's room at reasonable hours. After reasonable notice to the Student, given either by telephone, by mail, in person, or delivered to the Student's room, in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the room to mortgagees, workmen, or contractors. Corporation Board may further enter the Student's room without the consent of Student in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Corporation Board, Student, or other persons residing in and upon the Premises.

13. Chapter shall furnish room, board, phone, club and social facilities to the Student and operate and maintain the Premises in compliance with the University of Kansas standards for approved student housing. Student agrees to take all offered meals at the Chapter House unless excused therefrom, in writing, by Corporation Board. In addition, Chapter shall furnish reasonable janitorial supplies for purposes of cleaning and sanitizing the restrooms and vacuuming and picking up in common areas such as hallways and first floor formal areas.

14. Student will not do or commit, or permit to be done or committed, any act or thing which might cause any policy or policies of insurance written in connection with the Premises, or the property therein, Kappa Sigma or Corporation Board, to become void or suspended, or which might cause the insurance risk on such building, or the property therein, Kappa Sigma or Corporation Board, to be rendered more hazardous or otherwise increase the rate of premium for any such insurance over the rate in effect at the commencement of the term of this Room Contract. Student shall pay to Corporation Board on demand, as additional rent, the amount of any increase in their insurance premiums caused by any breach of this covenant. Student, at his own expense, shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters responsible for the geographic area in which the Premises is located or any other body exercising similar functions. Student, at his own cost and expense, shall maintain comprehensive general liability insurance protecting

and indemnifying Corporation Board and Student against claims and liabilities for injuries or damage to persons or property or for the loss of life or property occurring upon, in or about the Premises, caused by or resulting from any act or omission of Student, his guests, invitees, or non-invitees, such insurance to afford minimum protection during the Term of this Room Contract in amounts sufficient as Corporation Board from time to time may designate by written notice.

15. No oral agreement or representations by Corporation Board or its agents, or Student shall be binding on either party.

16. Student shall have no right to offset any payment due under this Room Contract against any monies or debt owed by Chapter to Student. Student understands that any monies advanced to Chapter for any purpose are at the Student's risk and all risk of loss shall be borne by Student.

**ADDITIONAL RENT:**

Should the total number of Students living in the Premises fall below seventy (70) Students, the Unadjusted Rent shall be increased by an amount sufficient to make whole, the monetary short-fall of each additional Student below that number of seventy (70). Corporation Board may, at its discretion, override this method of covering the monetary short-fall.

**DEFAULT:**

If Student shall fail to pay rent or any other sum of money due hereunder when due and such failure shall continue for a period of fifteen (15) days or if Student shall fail to perform or comply with any other covenant or agreement herein contained and such failure shall continue for a period of thirty (30) days, this Room Contract shall be in default causing written notice by Corporation Board, to Student, and at any time thereafter Corporation Board may, at its' option:

- A. terminate this Room Contract; or
- B. effect or pay or perform that obligation as to which the Student is in default, and the Student shall thereupon be indebted to Corporation Board, for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand.

Should this Room Contract be terminated at any time due to Student's default, Corporation Board, in addition to any other remedies it may have, may recover from Student all damages it may incur by reason of such breach, including cost of recovering the Premises, reasonable attorney's fees, and Student would owe at the time of such termination the amount of rent and charges equivalent to rent reserved in this Room Contract for the remainder of the stated term, all of which amounts shall be immediately due and payable from Student to Corporation Board.

The Corporation Board shall not be obligated to notify Student of the due date of rent nor demand payment thereof on its due date, the same being expressly waived by Student. The acceptance of any sums of money from Student after the

expiration of any fifteen (15) day or thirty (30) day notice shall be taken to be a payment on account by Student and shall not constitute a waiver by Corporation Board, of any of its rights herein or at law, nor shall it reinstate this Room Contract or cure a default on the part of Student.

**TERMINATION:**

If Student desires to be released from this Room Contract prior to the end of the Room Contract Term, for any reason whatsoever, Student must provide written notice to Corporation Board stating his reasons for desiring to terminate this Room Contract.

Corporation Board will have the sole authority to release any Student from this Room Contract. Each appeal will be considered at the next regularly scheduled board meeting after the date the written request is received, and will be reviewed on a case-by-case, individual basis. Rent shall not abate and Student shall remain liable for rent while the appeal is being made. Corporation Board will not consider any appeal for any Student who is currently in default of his rental obligations under the terms of this Room Contract.

Student understands that membership in the Kappa Sigma Fraternity is a condition of this Room Contract and termination of such membership will be cause for termination of this Room Contract.

**TERMINATION FEE:**

If this Room Contract is terminated under the provisions herein, Student will be subject to the following termination fees:

A. For written notice of Student's intent to terminate this Room Contract received prior to midnight of that day being one month prior to the first day of Fall classes at the University of Kansas, Student shall forfeit the full amount of his Security Deposit held by Corporation Board.

B. For written notice of Student's intent to terminate this Room Contract received after that day being one month prior to the first day of Fall classes at the University of Kansas, Student shall forfeit the full amount of his Security Deposit held by Corporation Board and in addition, Student will owe at the time of such termination an amount equal to fifty percent (50%) of the total amount of Unadjusted Rent reserved in this Room Contract for the remainder of the stated term.

All termination fees are immediately due and payable from Student to Corporation Board upon termination of this Room Contract. Student further understands that any termination fees are in addition to, and Student shall remain liable for, the full amount of Base Rent and other charges, including but not limited to Kappa Sigma National fees and dues, incurred or paid on behalf of Student through the termination date.

**NOTICE:**

Every notice required or permitted hereunder shall be in writing and shall be deemed duly served for all purposes if:

A. upon the Corporation Board, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Gamma Omicron, Incorporated at P. O. Box 25251, Overland Park, Kansas 66225, or at such other place or places as Corporation Board from time to time may designate in writing; or if

B. upon the Chapter, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Kappa Sigma Fraternity at 1045 Emery Road, Lawrence, Kansas 66044, or at such other place or places as Chapter from time to time may designate in writing; or if

C. upon the Student, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Student at his **HOME ADDRESS** which is:

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

Each such notice shall be deemed given as of the date it is so deposited in the United States mail.

**BILLING AND INVOICES:**

All billing and invoices will be sent electronically via e-mail whenever possible and should be sent to (CHECK ONE):

( ) STUDENT'S email address or at the Chapter House

and/or

( ) PARENT/LEGAL GUARDIAN(S) e-mail address or at the above HOME ADDRESS or other address noted below:

PARENT/GUARDIAN

NAME: \_\_\_\_\_  
(Required)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

If no option is selected, all billing and invoicing will be made to the Student's e-mail address or at the Chapter House.

By their signatures, Corporation Board, Chapter and Student acknowledge that they have read this Room Contract and all of its terms and conditions were explained to their satisfaction.

By \_\_\_\_\_  
(GAMMA OMICRON, INC.)

BY \_\_\_\_\_  
("CHAPTER")

BY: \_\_\_\_\_  
("STUDENT")

\_\_\_\_\_  
**PRINT** Student's Name

\_\_\_\_\_  
(Student's Social Security Number)

**DATED:** \_\_\_\_\_

Student e-mail address:  
\_\_\_\_\_

Parent e-mail address:  
\_\_\_\_\_