

Theta Xi Fraternity
Sample Housing Contract for Undergraduate Members

(Chapter) _____ of Theta Xi Fraternity

Agreement for room and board in _____ (Chapter) _____ of Theta Xi Fraternity with mutually acceptable benefits, requirements, stipulations and privileges by and between above stated Chapter and the undersigned student as hereinafter provided.

1. The undersigned student agrees to accept and retain the room space assigned for the period stipulated below and maintain said room and its contents in good condition and in accordance with house rules.
2. The Fraternity agrees to provide such space and maintain the general structure and areas in accordance with University and community standards.
3. The undersigned student agrees to pay to the Fraternity the sum of \$ _____ per month for room, board and other usual Fraternity charges for the stated term of this agreement with such amounts due and payable by the 10th of each month.
4. This agreement by and between _____ and the undersigned student shall be for the period beginning _____ 20____, and ending _____, 20____, and is subject to the earlier termination thereof as hereinafter provided.
5. Termination of this agreement shall be only by:
 - a. The undersigned student leaving because of serious illness, death in the immediate family, service to his country, marriage or other good cause reviewed and found to be satisfactory to the (name of local House Corporation). Termination for any other reason will result in the undersigned being held responsible for payment of all duly charged amounts and for any other reason will result in the undersigned being held responsible for payment of all duly charged amounts and forfeiture of all prepaid amounts for which he is obligated.
 - b. The Chapter, when the undersigned student fails to observe all rules and regulations of the Fraternity and of the University.
6. This contract shall be come null and void for both parties in the event that the Chapter House is rendered uninhabitable by fire, explosion or other catastrophe.

In witness of the agreement of the parties hereto, this Agreement is signed by the duly authorized officer of the Fraternity and by the student all as of the (day) day of (month)_____, 20____.

** Though optional, it is suggested and strongly recommended that this be a tri-party agreement between the member, the chapter, and the Housing Cooperation.

In consideration of the entering into of the above Agreement by the Fraternity, the undersigned parent or guardian of the above named student hereby guarantees the due and proper performance by said student of the obligations undertaken by said student in the above Agreement and agrees that in the event of the failure of said student at any time or times promptly to carry out any obligation on the part of the said student undertaken in the above Agreement, the undersigned upon notice of such default by the Fraternity will promptly in all respects perform such obligation.

(Signature of Parent or Guardian)

(Address)

(Phone)

Sample Lease (or Sublease)
Between Corporation and Chapter

AGREEMENT BETWEEN THE _____ CHAPTER
HOUSE

CORPORATION AND THE _____ CHAPTER OF
THE THETA XI FRATERNITY

PARTIES This agreement between the _____ Chapter House
Corporation of the Theta Xi Fraternity of
_____ (street address, city and state or
province), a corporation duly organized under the laws of the
State of _____ and hereinafter called the Owner
and the _____ Chapter of the Theta Xi
Fraternity at _____ (school) hereinafter
called the Tenant.

WITNESSETH:

PROPERTY First: The Owner hereby grants to the Tenant the privilege of
occupying the Owner's Chapter House and surrounding premises
located at

And of using the Owner's furniture, household contents and
equipment that have already been or may be installed therein, so
long as the Tenant shall keep the Covenants and obligations
herein set forth in a manner satisfactory to the Owner.

OBLIGA- In consideration of the Tenant's compliance with the terms,
TIONS the Owner hereby agrees to keep in good repair the interior
OF and exterior of the above described building. The Owner shall be
OWNER responsible for the replacement and maintenance of equipment
and furnishings. The Tenant agrees to be responsible for the care
of the premises surrounding the building,
CARE OF and agrees to keep them in good condition during the months that
PREMISES the Chapter is in use by Chapter members.

RENTAL Second: The Tenants agree to pay to the Owner at its Treasurer's
designated office as rental:

1. A monthly sum computed at the rate of \$ _____ times the
room capacity of the Chapter House (i.e. _____ men X
\$ _____; plus
2. A monthly sum computed at the rate of \$ _____ (i.e.
\$ _____)
Times the number of chapter members, active and associates.
3. A monthly sum of \$ _____, the Tenant being responsible
for such payment.

These sums to be payable on or before the 10th day of _____
20 __, and of each and every month thereafter exception July,
August, and September, unless the Owner at least four months
prior to September first shall notify the Tenant in writing of an
increase in said rental.

SUMMER TERM	Summer occupancy and rental are to be arranged between the Owner's officers and the Tenant's officers.
TENANTS BILLS PAYABLE	<u>Third:</u> Tenant agrees to pay promptly all charges for gas, electric, water, and telephone services supplied to the House premises, all dues of the National Fraternity, tradesmen's bills for groceries, meats and other supplies, wages for help, all other bills as may be incurred by offices of the Active Chapter or other persons authorized by it.
BUDGET	<u>Fourth:</u> The Tenant agrees to prepare an annual budget and to submit it to the Owner's Treasurer not later than September 1 st of each year. Also
MONTHLY STATEMENTS	monthly statements as prepared by _____ shall be furnished to (1) the Owner's Treasurer, (2) the Chapter President (3) Chapter Advisor and (4) Theta Xi Headquarters.
ACCOUNTS RECEIVABLE	<u>Fifth:</u> Tenant agrees to require its members to pay promptly such dues and other sums as will provide the necessary funds to cover the expenditures listed in said budget and to enforce the collection of such dues, other sums, penalties and bills due, by members or other, including such Alumni as may be accorded the privileges of the Chapter House. The Tenant further agrees that charges for room rent and board shall become due and payable in advance of the first of the month, except those for occasional meals which shall become due and payable on the first of the month following that in which the same are incurred.
DELINQUENT ACCOUNTS RECEIVABLE	<u>Sixth:</u> Tenant agrees that if a chapter bill is not paid within twenty (20) days after its due date, there shall be added to bill a carrying charge of 10% which shall become payable immediately and when so assessed may not be removed and revoked by the action of any officer or vote of the Active Chapter. If payment of any bill lapses for a period of more than thirty (30) days, the following conditions shall be made: House Man: Any man living in the Chapter House, and owing a bill for a period of more than thirty (30) days shall be immediately denied residence in the Chapter House; in addition he shall be assessed a fine of 10% of his entire bill including carrying charges. Town Man: Any member of the Chapter, Active or Associate, not living in the Chapter House and owing a bill for a period of more than thirty (30) days shall be assessed a fine of %10 of his entire bill including carrying charges. The provision of this section (sixth) may be amended in the event that specific, individual situations warrant special arrangements. Such circumstances shall be submitted to the Owner's Treasurer or representative.
DENIAL OF PRIVILEGES:	<u>Seventh:</u> Tenant agrees that if the account of any alumnus, active or associate is not paid within sixty (60) days from the original date, such person shall thereafter be denied all privileges of the Active Chapter including any right to participate in Active Chapter

meetings or special affairs of the active or pledge shall not have privileges restored even when the past due bill is paid except upon the written mutual consent of the Executive Committee of the Owner and the Executive Committee of the Tenant.

NOTES	<p><u>Eight:</u> Notes of an alumnus, active or associate will be acceptable in settlement of any account, only with the mutual approval in writing of the Executive Committee of the Owner and the Executive Committee of the Tenant.</p>
BOARDING DEPARTMENT	<p><u>Ninth:</u> The Housemother (or cook), _____ and Executive Committee of the Tenant shall have supervision of the purchase of all food, supplies, employment and discharge of all kitchen and house employees, and other requirements in the conduct of the Boarding Department. They shall check the receipt of all food and other supplies and indicates that bills rendered are for merchandise received and at the proper prices by writing thereon their initials. They shall then promptly turn over such bills to the Tenant's Treasurer. The Treasurer shall pay no Boarding Department bills or petty cash reimbursement</p>
HOUSE MOTHER (OR COOK)	<p>vouchers until the Housemother and the Executive approve them Committee of the Tenant. The Housemother and all Boarding Department and housekeeping employees shall receive their salaries from the Tenants. (If applicable).</p> <p>In the employing or removing of the Housemother (or cook), a final decision shall be reached in joint conference between the Owner's representative and the Tenant's officers. (If applicable).</p>
LOSSES ON BOARDING CLUB	<p>It is agreed that should the accounting year end with a Boarding Department loss, it shall be assessed among the members in proportion that their payments to the Boarding Department bore to the total Boarding Department income during the same period.</p>
PROPERTY ALTERATIONS	<p><u>Tenth:</u> Tenant agrees to see that its members and guests and friends refrain from injuring in any way any portion of the Chapter House, its contents, and surrounding premises. The Tenant further agrees that it will make no changes or alterations on the interior or exterior of said Chapter House without the written consent of the Owner. Any suggested alteration must be approved by the Executive Committee of the Tenant.</p>
PROPERTY DAMAGE	<p>Tenant further agrees that in the event of damage to the building, furniture, equipment or premises it will bill the party responsible therefor the cost of replacing the damaged item, which will be due immediately and shall have the same status as a bill for Chapter dues. If the responsible party cannot be determined by vote of the Active Chapter, the cost of such damage shall be assessed in an apportionate amount against each member of the then Active Chapter.</p>

SCHEDULE OF CHARGES

Eleventh: Tenant agrees that before associating a prospective candidate and before his initiation to submit a schedule of the charges for one room, board and dues applicable to him. The Tenant further agrees not to accept any associate nor to initiate any member unless in its opinion such person can meet such financial obligations and has paid the respective fees in advance of formal association or initiation.

VIOLATION OF RULES

Twelfth: Tenant further agrees not to permit any of its members, associates or other persons to violate any provision of the Constitution, By-Laws, or Executive orders of the Owner or of the _____, of the Theta Xi Fraternity. In the event of any such violation, the Tenant agrees to request the offender to forthwith leave said premises. Failure of the Tenant's associates members or officers to comply with this clause alone shall entitle the Owner to cancel this agreement.

HOUSING FUND

Thirteenth: As part of the long range, continuing program for the building replacement, the Tenant further agrees to pay to the Owner the following amounts:

1. For each person affiliated after this agreement is executed, and subsequently admitted to the Roll by initiation, the Tenant's Treasurer shall immediately prior to such initiation pay to the Owner's Treasurer the sum of \$_____.
2. In addition, on or before the 10th day of _____, 20_____, And each month except, July, August and September, the Tenant's Treasurer shall pay to the Owner's Treasurer a sum Computed at the rate of _____. (i.e. \$_____ times the number of then active members).

The payments received by the Owner under this section (thirteenth) are to be deposited in a special control account designated as the Housing Fund. This money is to be used only for: (1) retirement of liens on the chapter house property, or (2) building, rebuilding, furnishing, or refurnishing the chapter house.

APPROVAL

This agreement approved by the active Chapter and Housing Cooperation, assembled at

on _____ 20 _____.

THE _____ CHAPTER OF THETA XI FRATERNITY.

_____ PRESIDENT

_____ SECRETARY

_____ CORP PRESIDENT

_____ CORP SECRETARY