

FRATERNITY HOUSING LEASE

INTRODUCTION

This lease agreement defines the relationship between Carnegie Mellon University and Fraternities renting University-owned houses. As recognized student organizations, Fraternities are governed by those regulations, policies and procedures, which pertain to all University- and Interfraternity Council-recognized student groups. In addition, each Fraternity resident is subject to and must comply with those regulations, policies and procedures which pertain to all individual students and individual student residents at Carnegie Mellon as well as the Fraternity Residence Agreement and Account Authorization Form, Fraternity Capital Projects Proposal Form, the Fraternity Construction and Renovation Guidelines, and the University Structural Building Guidelines, unless modified by this lease agreement.

This lease agreement intends to outline the terms and conditions under which Fraternities rent their houses from the University and the various services the University agrees to provide. The Director of Housing Services or his/her designee will serve as the primary contact in administering the various terms and conditions of this lease. Each Fraternity president or his designee will serve as his chapter's representative regarding matters pertaining to this lease.

This lease will be for the period *July 1, 2003 through June 30, 2006*. This lease term may be extended or terminated according to the process described in the Modification and Termination section of this lease found herein. The annual rent will be set as described herein. Each Fraternity rents one-half of its Fraternity duplex, with the addition of a garage/workshop area.

DEFINITIONS

As used herein, the terms set forth below have the following definitions:

“Carnegie Mellon University”, “University”, “CMU”, and “Carnegie Mellon” may all be used to mean Carnegie Mellon University, a non-profit educational corporation at 5000 Forbes Avenue, Pittsburgh, PA 15213.

“Housing Services”, “Housing Office”, and “Housing” may all be used to mean the Office of Housing Services at Carnegie Mellon University, the administrative unit with primary responsibility for implementing the terms and conditions of this lease.

“Fraternity” means a group of current students, joined together for fraternal purposes, that is officially recognized as a student organization by Carnegie Mellon University and the Interfraternity Council. This lease applies to Fraternities who reside on campus in university-owned housing facilities located in the quadrangle defined by Morewood and Forbes Avenue and Devon Road.

“Chapter” means members of a Fraternity who occupy and/or use a dedicated housing unit on campus owned by Carnegie Mellon University.

49 “Fraternity Member” means any registered student or alumnus of Carnegie Mellon University
50 who is a member or new member of a Fraternity.

51
52 “House”, “Fraternity House” and “Chapter House” means the physical structure located on the
53 Carnegie Mellon University campus in Pittsburgh, Pennsylvania, which is utilized/occupied by
54 Fraternity Members.

55
56 “IFC” and “Interfraternity Council” means the governing general body for CMU Fraternities
57 recognized by the University.

58
59 Definitions of certain other terms used herein are as set forth elsewhere in this Agreement.

60
61 **OCCUPANCY**

62
63 Fraternity House Residence. The Fraternity agrees that, in accordance with University
64 regulations, it will house only Carnegie Mellon University students who, as a condition of
65 residence in the House, sign Fraternity Residence Agreement and Authorization Forms
66 committing the resident to pay any assessments indicated therein and to abide by University rules
67 and regulations governing Fraternity members as CMU resident students. The Fraternity may
68 accommodate guests and visitors for periods of more than seven days only with the prior written
69 approval of Housing Services.

70
71 The Fraternity agrees to maintain the above requirements for fraternity house residence during
72 fall and spring semesters, and during summer sessions. The Fraternity is not permitted, at any
73 time, to provide housing accommodations to any person who is not a Carnegie Mellon
74 University student in good standing with the University, as determined by enrollment status
75 maintained by the HUB.

76
77 Compliance with Law and University Regulation. The Fraternity covenants and agrees not to
78 use or permit the use of the leased premises in such a way as to violate any laws or University
79 rules or regulations.

80
81 Status of Members and New Members. The Fraternity agrees at the beginning of each semester,
82 within ten days of a written request from Housing Services, to provide a list of all its active
83 members and associates at Carnegie Mellon that semester. The listing will include each
84 individual’s name, student ID number, assigned room number within the Chapter House or
85 campus local address, phone number, e-mail address, mailing address, current class year,
86 participation in the Chapter meal plan, and status (if any) as an officer of the Fraternity. In
87 addition, this information must also be provided for all Chapter House residents who are non-
88 members of the Fraternity. The Fraternity agrees to update this listing during the 5th week of
89 each semester upon request from Housing Services. A form will be provided by Housing
90 Services to complete the information requested and must be used. In addition to the University’s
91 need to identify residents of its housing facilities, the Student Life Office will use this
92 information for its various purposes in assisting and advising each Fraternity.

93
94 **RENT PAYMENT**

95
96 The Fraternity is responsible for dividing its payment obligation to the University among House
97 residents, non-resident members, new members and other income sources according to the

98 assessment authority of its officers. The Fraternity also is responsible for collecting the assessed
99 funds, by direct payment or through Fraternity Residence Agreement and Authorization Forms,
100 from each student and making payments as required to the Housing Services Office.
101

102 The University shall assess each Fraternity's account for rent in July and November in two equal
103 amounts, which together total the chapter house rent for the year. The Fraternity will receive
104 monthly invoices by the 20th day of each month that outline all account activity and current
105 financial standing. Invoices are due payable in full to the Housing Services Office by the 15th
106 day of the following month from the invoice date.
107

108 Except as otherwise provided for in this agreement, the Fraternity is liable for all amounts of
109 unpaid rent. The Fraternity will also be responsible for paying all assessments by the University
110 not covered by this lease which may include but are not limited to vandalism charges, fines, fees,
111 or other special projects not covered under the terms of this lease and which are assessed on
112 monthly invoices from Housing Services. When such assessments exist, payments by a
113 Fraternity will first be used to satisfy these charges before any remaining payment is used to
114 reduce the amount of outstanding rent or other assessments due.
115

116 The Fraternity is liable to the University for interest payments of one percent per month on any
117 unpaid account balance. Assessments on a monthly invoice paid in full by the due date will not
118 accrue interest. In addition to the monthly invoice due dates, fall and spring rent assessments
119 will accrue interest according to the following schedule:
120

121 June 1st	Fall Semester Fraternity Residence Agreement and 122 Authorization Forms Due in the Housing Services Office 123
124 CMU Fall Semester 125 Rent Due Date	Fall Semester Rent Due The First Day of Fall Classes 126
127 Interest Charges Begin 128 On Fall Unpaid Rent	The First Day of Fall Classes 129
130 November 1st	Additional and New Spring Semester Fraternity Residence 131 Agreement and Authorization Forms Due in the Housing 132 Services Office 133
134 CMU Spring Semester 135 Rent Due Date	The First Day of Spring Classes or January 15, whichever is later 136
137 Interest Charges Begin 138 On Spring Unpaid Rent	The First Day of Spring Classes or January 15, whichever is later 139

140 Fraternity Residence Agreement and Authorization Form. The Fraternity agrees to furnish
141 Fraternity Residence Agreement and Authorization Forms to the University for all Chapter house
142 residents. The Fraternity Residence Agreement and Authorization Form may also authorize an
143 assessment to a student's University account. The Housing Services Financial Assistant is the
144 primary contact for Fraternity account administration.
145

146 The University agrees to accept Fraternity Residence Agreement and Authorization Forms
147 signed by any CMU student who is in good standing with the University as determined by his
148 enrollment status at the time of the processing of form. An approved Fraternity Residence
149 Agreement and Authorization Form will be accepted as a form of payment by the Fraternity
150 toward its payment obligations and as the individual student's authorization to place the
151 assessment amount indicated on his Fraternity Residence Agreement and Authorization Form on
152 his student account with the University. The Fraternity agrees to submit these forms to the
153 Housing Services Office prior to June 1 for the fall semester, and prior to November 1 for the
154 spring semester, to allow timely processing.
155

156 Any amount collected in a given month through Fraternity Residence Agreement and
157 Authorization Forms in excess of the current month's Fraternity account balance due will be paid
158 to the Fraternity by check within ten working days of receipt of a written request for such a
159 check by the Housing Services Financial Assistant. Refunding of credit balances on Fraternity
160 accounts can occur at any time except between the period July 1 - August 15, when the credit
161 balance is caused by the processing of fall resident Fraternity Residence Agreement and
162 Authorization Forms. Refunds for any amount of summer Fraternity Residence Agreement and
163 Authorization Forms received that create a credit balance will be generated within ten working
164 days of receipt of a written request for such a refund by the Housing Services Financial
165 Assistant.
166

167 If a Fraternity Residence Agreement and Authorization Form cannot be accepted or needs to be
168 canceled because a Fraternity member's enrollment status changes, the Housing Services Office
169 will notify the Fraternity treasurer in writing. For Fraternity Residence Agreement and
170 Authorization Forms that are canceled due to a student's change in enrollment status, notification
171 will be provided when the Housing Office learns of the change. The Fraternity must
172 immediately notify the Housing Office when a Fraternity member does not return at the start of a
173 semester or withdraws from the Fraternity during a semester.
174

175 The Housing Office will not cancel a Fraternity Residence Agreement and Authorization Form
176 without written authorization from the Fraternity Treasurer or President unless the Fraternity
177 fails to respond within 30 days to inquiries from the Housing Services Office about the status of
178 the particular Fraternity Residence Agreement and Authorization Form, or from the student who
179 is the signatory thereof. If a Fraternity Residence Agreement and Authorization Form in such a
180 circumstance is canceled by Housing Services, written notice will be given to the Fraternity
181 Treasurer.
182

183 In cases where a Fraternity member disputes charges that have already been assessed to his
184 individual University account through a Fraternity Residence Agreement and Authorization
185 Form, or when the Fraternity has difficulty collecting money owed which has not been assessed
186 through the University, the Housing Services Office will facilitate a discussion aimed at helping
187 participating parties resolve their dispute, upon request.
188

189 **SPRING SEMESTER PAYMENT REQUIREMENTS**

190

191 Spring semester payments-in-full are due by January 15 each year. A fraternity treasurer must
192 present disputed charges and credits for resolution to the housing office during the period
193 January 15-31. Any Fraternity that has an account balance on February 1 or thereafter will be

194 sanctioned according to the following guidelines that will be implemented by the University with
195 IFC support:

196
197 Level I: If the Fraternity owes an amount less than \$2,000.00, the Fraternity will be contacted in
198 order to arrange for immediate payment.

199
200 Level II: If the Fraternity owes an amount in excess of \$2,000.00, the Fraternity will receive a
201 written warning and request for immediate payment that includes the amount owed.

202
203 Level III: If the Fraternity owes an amount in excess of \$4,000.00, the Fraternity will receive a
204 written warning and request for immediate payment that includes the amount owed. Until the
205 amount is reduced below \$4,000.00, the Fraternity will agree not to hold or host social functions.
206 [A social function for these purposes will be defined as any gathering with or without non-
207 members whose obvious purpose is not official house business (i.e. a chapter meeting), with or
208 without alcohol.] In addition, a letter of warning will be sent to the chapter's alumni organization
209 and National Fraternity Headquarters that includes a summary of the chapter's financial situation.

210
211 Level IV: If the Fraternity owes an amount in excess of \$10,000.00, the sanctions in Level III
212 will be implemented. In addition, the Fraternity will agree to forego its University privileges as a
213 campus organization that include but are not limited to the ability to participate in University
214 events such as Buggy, Booth, Intramural Sports, etc.

215
216 Fraternities are not permitted to “roll-over” debt at the end of each spring semester and accounts
217 must be paid in full according to the monthly invoices. If a roll-over of \$1,000 or more occurs,
218 the Fraternity doing this will be placed on Level III sanctions for the summer session and
219 continuing into the next academic year until the prior year debt and the assessment for the new
220 year’s fall rent is paid in full.

221
222 If a chapter is on Level III or Level IV sanctions in any two consecutive academic years, it may
223 lose its Fraternity Housing on the Fraternity Quadrangle.

224 225 **CHANGE OF RESIDENCE AND REFUNDS**

226
227 For CAMPUS HOUSING, if a member or new member gives written notice to the Housing
228 Services Office of a planned move from a campus residence into a Fraternity House, he may
229 cancel his Housing License Agreement subject to the following conditions (housing deposits are
230 refunded according to the published schedule only).

231
232 For FALL SEMESTER, a full refund of housing room charges will be made for any Housing
233 License Agreement cancelled before the first class day of fall semester.

234
235 During the first ten class days of fall semester, campus Housing License Agreement
236 cancellations to allow Fraternity members to move to Fraternity Houses will only be permitted to
237 fill vacancies since May 1 through graduation, withdrawal, suspension or leave of absence from
238 CMU provided that a fall semester Chapter roster indicating fall Chapter house residents is
239 submitted by May 1 to the Office of Housing Services. After the tenth day of fall classes, the
240 Housing Services Office will not cancel resident housing license agreements or issue refunds of
241 housing room charges for the remainder of the fall semester for Fraternity members, except
242 through the normal contract exception processes.

243
244 If the University has students in temporary residence spaces on the day following fall semester
245 New member Night because there are no regular spaces available in the campus residence
246 system, the University will provide IFC with the number of Fraternity members/new members
247 who will be able to move into the Fraternities and receive pro-rata refunds of their housing room
248 charges. The Housing Services Office will then establish a draft order for all interested
249 Fraternities by lot. Each interested Fraternity must provide a list in priority order of those
250 students who will be moving into the Fraternity under conditions described in this agreement.
251 After the first round is completed, the process will continue following the same draft order for as
252 long as residential students are still without permanent room assignments in the residence halls.

253
254 For SPRING SEMESTER, campus Housing License Agreement cancellations to allow Fraternity
255 members to move to Fraternity Houses will only be permitted to fill vacancies created mid-year
256 through graduation, withdrawal, suspension or leave of absence from CMU.

257
258 **UTILITIES**

259
260 The University pays directly for gas, water, sewer and steam usage, and for electric power usage
261 in the Fraternity Quadrangle exterior areas and the common boiler rooms. Also, it pays directly
262 for communications lines leased for the transmission of fire alarm system signals. The
263 University also provides telephone service and cable television services identical to that which is
264 provided in the residence halls. Residents of individual rooms in the Fraternity will make all
265 calls beyond the local calling area with an access number which will enable all billing to be
266 directed to the person making each call.

267
268 Cable television service is provided through Telecom Cable TV and is provided to each resident
269 room and specified public areas. Programming is consistent campus-wide. Fraternity residents
270 are responsible to follow published guidelines and policies including the prohibition against
271 altering TV cable or other telecommunications or data communications cables. Guidelines and
272 policies are available through the CMU Telecommunications Office.

273
274 The Fraternity pays directly for electric power in the building and for any other utility used on
275 the premises not mentioned above.

276
277 Assuming timely prior notification and appropriate adjustments for expenses in the next year of
278 the lease, The University and The Fraternity may agree to install, remove or change any electric,
279 gas, water, sewer, or steam utility or any voice or data communication service. The costs to the
280 University of such changes, if any, shall be charged pro rata to the Fraternity as an expense of the
281 Fraternity system in a manner equivalent to the assignment, if any, of such expenses to the
282 residence halls.

283
284 **MAINTENANCE**

285
286 As is the case throughout the University, Facilities Management Services (FMS) has the
287 authorization to perform maintenance work and capital improvement projects in the Fraternities.
288 In cases where a Fraternity proposes projects for which FMS decides to utilize outside
289 contractors rather than FMS staff members, the Fraternities may request that the Housing
290 Services Office, in consultation with FMS, secure an outside contractor directly rather than
291 through Facilities Management Services. In such cases, the Housing Services Office will work

292 with the Fraternity in identifying potential contractors. (See section on “Capital Improvements”
293 for further information).

294
295 The Fraternity may elect to complete certain maintenance functions. These include: changing
296 light bulbs, changing smoke detector batteries, and completion of certain work requested in
297 writing and approved in writing by Housing Services, which includes painting in private spaces
298 and common areas. Light bulbs, smoke detector batteries, and paint are available through
299 Housing Services. Light bulb replacement in student rooms and common areas, unless related to
300 an electrical problem, will be billed to the Fraternity when this work is completed on a
301 Maintenance Request by University staff.

302
303 The Fraternity is responsible for keeping the Chapter House, including the patio, workshop and
304 grounds, in a clean, safe, sanitary condition, free of rubbish and debris. The Fraternity's
305 residents are responsible collectively for repair costs for public area damages except for normal
306 wear and tear. The Fraternity must pursue an appeal of any such assessed damage charges with
307 the director of housing or his designee within 30 days of being notified of the charges. In
308 accordance with their Fraternity Residence Assessment and Authorization Forms, individuals
309 will be assessed for repair costs for resident room damages, except for normal wear and tear.
310 Each Fraternity will receive monthly invoices that will include assessments not covered by this
311 lease. Questions concerning these costs should be directed to the Fraternity Facility Coordinator.
312 Finally, the Fraternity shall be responsible for providing and maintaining or replacing its
313 removable, non-built-in equipment, furnishings and appliances. Examples include but are not
314 limited to the ice machine, meat slicer, food mixer, microwave oven, pots, pans and utensils.

315
316 Except as provided otherwise above, the University is responsible for providing maintenance of
317 the Chapter House, water fountains in common areas and all common grounds. The University
318 will be responsible for maintaining all University-owned kitchen equipment and appliances
319 which include dishwashers, stoves, refrigerators, freezers, refrigerator/freezer combinations,
320 deep fryers, broilers, exhaust hoods, stainless steel work surfaces and sinks, and garbage
321 disposals. The Fraternity understands that maintenance expenses shall be limited by the annual
322 budget for these services, and therefore shall be subject to priorities set by the University.
323 Within the annual maintenance expense budget limitations, the University will first perform
324 work related to safety and structural integrity ahead of other functional or aesthetic repairs, and
325 ahead of improvements beyond as-is conditions.

326
327 The Fraternity agrees to utilize the Fraternity Facility Coordinator to obtain services in a timely
328 manner. The assigned Fraternity Facility Coordinator will be each Chapter's primary point of
329 contact for maintenance and facilities issues. The Fraternity Facility Coordinator works to
330 insure that maintenance is provided to the Fraternities in a timely manner. Normally a Fraternity
331 House Manager will be the primary point of contact between the Fraternity and Housing Services
332 for maintenance and facilities needs.

333
334 The Fraternity is responsible for advising the Fraternity Facility Coordinator promptly when
335 repairs are necessary. The Fraternity agrees to provide access to the Chapter House as noted in
336 the Rights of Entry and Inspection section herein.

337
338 The Fraternity may not access mechanical rooms (electrical, plumbing, data/telecommunications
339 closet, etc.), or roof areas. Roof access panels are locked by the University and should not be
340 opened by the Fraternity for any reason.

341
342 Maintaining Fraternity Houses During Winter Break and The Summer. The Fraternities agree to
343 maintain the same standards of cleanliness during official break periods and the summer months.
344 To this end, the Fraternity, in order to remain open during official break periods and the summer,
345 must maintain a House Manager, who is responsible for maintaining accurate occupancy listings
346 and for maintaining cleanliness standards. Accurate lists and proof of signed agreements with all
347 summer residents must be supplied upon request to Housing Services. Fraternities will be held
348 to the same standards during official break periods and the summer as are maintained during the
349 academic year, which include mandated cleaning service for houses which fail to maintain
350 standards of cleanliness. Charges for such service will be assessed against the Fraternity.

351
352 Additional Services. The University agrees to provide grounds keeping services which include:
353 trash and recycling removal from dumpsters as needed based on volume, grass cutting, snow
354 removal from the common walks and steps located along the perimeter and within the interior of
355 the quadrangle and to one entrance door to each Fraternity, the driveway, and the workshop area
356 in a timely manner. (The Fraternity Facility Coordinator should discuss the annual snow
357 removal plan from FMS with all house managers.) The University agrees to provide heavy-duty
358 snow shovels to the Fraternities so snow clearance can be addressed on patios and on walks if
359 desired. The University is responsible for maintenance of the driveway, the storm drains and the
360 Fraternity Quadrangle lighting.

361
362 Housing Services is available to support purchases for the Fraternities. While Fraternities
363 purchase their own supplies and furniture, Housing Services staff can provide information and
364 utilize its contacts to place orders at cost for toiletries and furniture. Payment is due in advance
365 of confirmation of an order in all cases.

366
367 Housekeeping Services And Cleanliness Guidelines. During the fall and spring semesters, the
368 University agrees to provide the services of two CMU-contracted housekeeping staff members
369 three days each week for the Fraternity facilities, for a total of six 7-1/2 hour workdays each
370 week. The primary responsibility of these housekeepers will be to address the cleaning needs as
371 requested by each Fraternity within the guidelines established by Housing Services. The
372 "rotation cleaning schedule" is determined at random for the year at the beginning of the fall
373 semester by the Fraternities Facility Coordinator. Each Fraternity will provide a prioritized list
374 of cleaning projects to the Fraternity Facility Coordinator at least two (2) days in advance of the
375 scheduled service date. On the cleaning day, the housekeeper must obtain a signature from the
376 Chapter house manager or a Chapter officer at the end of the shift that verifies what was cleaned
377 and not cleaned on the list. At a cost to the Fraternity, Housing Services retains the right to
378 increase scheduled cleaning services provided to the Fraternities when determined to be in the
379 best interest of protecting the value of the facility. A Fraternity may request additional services
380 at their cost for special occasions (rush, family weekend, etc.) through the Maintenance Request
381 process.

382
383 The Fraternity agrees that in specific cases where a defined space in the house has been deemed
384 not to meet reasonable standards of cleanliness, as defined by the University or a Fraternity, the
385 University may have the defined space cleaned and the Fraternity will be responsible for these
386 costs if the issue causing the cleaning is the responsibility of the chapter. The reasonable
387 standard of cleanliness referenced above is defined as follows: The premises shall be kept clean
388 and maintained, free from rubbish, refuse, and dirt.

389

390 After a Fraternity has been notified that a defined space does not meet standards and needs to be
391 cleaned, mandated cleaning at the Fraternity's expense can commence on the second business
392 day after notification if defined space is not cleaned. In a case where notification is provided on
393 Monday, mandated cleaning can commence on Wednesday morning if the designated area was
394 not cleaned. If notification is provided on Thursday, mandated cleaning can commence on
395 Monday. The exception is hallways and stairwells that are defined as fire escape routes, which
396 when found to have obstructions will be cleaned immediately at the Fraternity's expense.

397
398 Housing Services maintains and has available to the Fraternities a wet vacuum and a power
399 washer to assist in maintaining a clean environment. A Fraternity is responsible for this
400 equipment while in its possession and liable for misuse, damage to, or destruction of the
401 equipment. The equipment is available through the Fraternity Facility Coordinator.

402 **KITCHEN REQUIREMENTS**

403
404
405 Each Fraternity that is operating a kitchen in its Chapter House must apply for and be granted a
406 permit by the Allegheny County Health Department, annually, by December 15th. A copy of
407 this permit is required to be displayed in the permit holder provided and at the location specified
408 by the University. A copy of this permit must also be provided to the Fraternity Facility
409 Coordinator after each renewal. Kitchens will not be permitted to operate without the proper
410 permit from the Allegheny County Health Department and without proof of proper Health
411 Department certification for all cooks.

412
413 Kitchen cleanliness will be determined by the Allegheny County Health Department Guidelines.
414 These guidelines are made available to House Managers annually. Enforcement of these
415 guidelines shall be by the Fraternity Facility Coordinator and/or a Health Department
416 enforcement officer. Cleanliness violations will be cited in accordance with the appropriate
417 County Guidelines. County Health Department officials and/or Housing Services maintain the
418 authority to close a kitchen for health and safety violations until a Fraternity takes the
419 appropriate corrective action(s). A Fraternity may request kitchen-cleaning assistance at their
420 cost through the Maintenance Request process.

421
422 Housing Services will maintain a supply of the appropriate chemicals for the kitchen dish
423 machines. These chemicals will be provided to each Fraternity as needed and/or as determined
424 by Housing Services and the Fraternity. Due to contractual obligations with the equipment
425 supplier, these are the only chemicals to be used in these machines as determined by Housing
426 Services. Each Fraternity will be provided with a \$400.00 balance at the beginning of each fall
427 semester for the purchase of these chemicals. Any cost over \$400.00 will be billed on the
428 monthly statement.

429
430 Housing Services provides a "first aid kit" in each kitchen area. This kit is specifically focused
431 on providing aid to situations that may arise in the kitchen area. The kit is stocked twice
432 annually. If stock is used, the Fraternity is responsible for notifying the Fraternity Facility
433 Coordinator who will arrange for restocking of the kit.

434 **KEY SERVICES**

435
436
437 All locksmith and card key services are to be provided by the University at the discretion of
438 Housing Services. While card keys are provided through the University, each Fraternity is

439 responsible for the distribution and security of card keys assigned to their house. A Fraternity
440 will be responsible for all costs associated with missing card keys and their replacement. A
441 Fraternity may negotiate with Housing Services to have Housing Services control their card
442 keys. The University, as an expense borne by rent payments, will update and change fraternity
443 house keying systems according to its multi-year key control priorities for all campus residences.
444 As Fraternity House key systems are updated, master card keys will be provided to each house at
445 the discretion of Housing Services. No card keys provided through Housing Services may be
446 duplicated by the Fraternity under any circumstances. Appropriate corrective action for any
447 violation of this provision will be as determined and enforced by Housing Services.
448

449 **GARBAGE COLLECTION**

450
451 The University will provide external garbage collection sites including recycling containers.
452 The Fraternity is responsible for removing garbage from the house to these collection containers
453 and to recycle trash items according to Housing Services' guidelines. All kitchen or other
454 organic materials must be bagged before being placed in any open container. "Construction
455 debris" should not be placed in any trash compactor. Extra containers for trash removal will be
456 provided by the University at opening and closing periods and when requested by the Fraternity.
457 Recycling guidelines are available from Housing Services.
458

459 **PEST CONTROL**

460
461 The University administers a general pest control program for all campus housing buildings.
462 This service includes scheduled whole house (public and private areas) extermination during the
463 summer months and kitchen and basement extermination during the winter break. Each house
464 agrees to follow University guidelines in order to prepare areas for extermination. Services
465 needed during non-scheduled times, are obtained through the Maintenance Request process.
466

467 **CAPITAL IMPROVEMENTS**

468
469 Housing Services must approve all permanent improvements to Fraternity facilities in advance.
470 Proposals from each Fraternity will be reviewed by the Fraternity Facility Coordinator for code
471 compliance, structural integrity, and enhancement to the physical structure of the Fraternity
472 House. No project can commence without written authorization from the Assistant Director of
473 Housing Services for Facilities or his designee. If a project creates a permanent improvement to
474 the Chapter House, when completed the project becomes a part of the facility and is owned by
475 the University. Money not utilized during the academic year will remain in the Fraternity Quad
476 Capital Reserve and may be used to fund other projects in the Fraternities. The "Capital Projects
477 Proposals" document and "Proposal Form" are updated annually, usually in January, and govern
478 the provisions of this Agreement regarding Capital Improvements and such documents must be
479 used when making a request under this provision.
480

481 The University will meet and confer with representatives of each house on the priority of capital
482 projects, the timetable for these projects, and the method of payment for debt incurred. This
483 information will normally be discussed with the House Managers at regularly scheduled
484 meetings with Housing Services. Recommendations for capital project proposals may be
485 submitted by a House Manager to the Fraternity Facility Coordinator for consideration and, if
486 approved, for construction under the direction of the University.
487

488 Up to \$2,000.00 for each Chapter is made available by the University for “house or new member
489 projects” during each academic year. These funds are provided from the Fraternity Quad Capital
490 Reserve. These funds are to support house improvements that a Fraternity proposes, when
491 improvements have been reviewed and approved by Housing Services. Usually, these projects
492 are implemented through new member classes or clean-up weekends, etc. Housing Services will
493 not reimburse houses for projects that are not “approved” in advance.
494

495 The University will prepare annually a capital budget that reflects projected capital expenditures
496 including repair/replacement of fixtures, roof, patio, grounds and common areas. Major capital
497 improvements including addition and replacement of Fraternity buildings shall be approved by
498 the University in consultation with IFC, based on detailed construction plans, construction
499 timetable, cost estimates and maximum cost guarantees, and prioritized list of houses to be
500 replaced/constructed, as well as projected impact on debt, lease payments and the capital reserve.
501

502 The University will schedule, budget and execute capital improvements and repairs so as to
503 maximize the useful life of Fraternity buildings at a consistent and sufficient standard of
504 livability. Capital reserve buildup, insurance and retirement of debt shall be planned and
505 executed with consideration of the impact of capital projects on lease payments.
506

507 **LIFE SAFETY EQUIPMENT**

508
509 The University is responsible for the maintenance of life safety equipment. This equipment
510 includes sprinkler systems, hard-wired smoke and heat detectors, fire alarm wiring, indicators
511 and pull stations, fire extinguishers, and the fire suppression system in kitchen areas. The
512 University will perform maintenance work on these systems as necessary. The Fraternity may
513 not alter this equipment in any way.
514

515 **INSURANCE AND ADMINISTRATIVE EXPENSES**

516
517 See Addendum I. The University will carry all-risk blanket property and commercial general
518 liability insurance that is sufficient to cover its own expenses. The Fraternity itself is not
519 covered by these policies of insurance. The premium cost for this coverage will be charged pro-
520 rata to the Fraternity as an expense to be paid from rent income. On written request, the
521 University will provide evidence of this coverage to the Fraternity.
522

523 The Fraternity is responsible for providing insurance for the furnishings, appliances and non-
524 built-in equipment it owns and uses or stores in the Chapter House. Annually, the Fraternity
525 must also provide evidence satisfactory to the University that it is meeting the required coverages
526 and amounts of insurance as defined in Addendum I
527

528 A Fraternity will not be permitted to occupy a campus residence if it cannot meet the insurance
529 requirements described herein.
530

531 The University and the Fraternity agree that the provision of administrative services along with
532 direct costs for Campus Police coverage in the Fraternity Quadrangle will be charged pro-rata to
533 the Fraternity as an expense of the Fraternity to be paid from rent income.
534

535 **RIGHTS OF ENTRY AND INSPECTION**

536

537 While the university reserves the right to enter any of its buildings at any time, it respects the
538 residential community within the fraternity houses and will endeavor at all times to abide by the
539 following courtesy guidelines:

540
541 For the purpose of routine facilities inspection, maintenance or making repairs or alterations,
542 agents of the university will only enter the leased premises, including resident rooms, during
543 normal working hours upon 24 hours advanced notice.

544
545 Agents of the university may enter the leased premises without 24 hours notice to make repairs
546 necessitated by an actual or potential emergency, e.g., flooding, fire, fire watch, or threat to life
547 safety.

548
549 Security personnel may enter the leased premises, including resident rooms, when the potential
550 exists that there is a danger to individuals, a violation of the law or university regulations is
551 believed to be occurring, or such entry is dictated by university policy or by an external law
552 enforcement agency. Such entry will be preceded, when possible, by the university agent
553 knocking or ringing the front doorbell and identifying himself/herself prior to entering the
554 premises. The university agent shall wait a reasonable amount of time for a response before
555 entry into the leased premises.

556
557 Student Affairs personnel, notably the Greek Advisor, may enter the premises at any time to
558 contact an individual student, regardless of the extant need, following the protocol of knocking
559 on the door or ringing the door bell and waiting a reasonable amount of time for a response.

560
561 Any failure to abide by the letter or spirit of this agreement should be addressed immediately by
562 the Dean of Student Affairs and or his/her designate with the President of the fraternity involved,
563 the President of the IFC and the individuals involved.

564
565 **FINANCIAL PROVISIONS**

566
567 Disclosure. The University agrees to provide detailed financial statements to each Fraternity
568 chapter for the current fiscal year for the periods up to and including December 31 and June 30
569 (within 60 days and 90 days, respectively, of the end of these accounting periods) through
570 mailing with monthly account statements and also to respond to questions related to the financial
571 statements within 10 days of receipt in writing of such questions. Financial Statements for the
572 Fraternity System as a whole will be presented each semester to IFC for the periods identified
573 above.

574
575 Income Projections. The University will prepare and distribute five and ten year projections of
576 Fraternity housing income, expenditures, equity and debt and present them annually to IFC.

577
578 Rent Increases. Rent increases will take effect on July 1 of each lease year and may reflect
579 changes in budgeted expenses to be incurred by the University for utilities, maintenance, capital
580 improvements including debt service, insurance, administrative expenses, and other items.

581
582 The Fraternity will receive written notice of a rent increase at least sixty (60) days before the
583 beginning of the fiscal year during which the increase takes effect. Within thirty (30) days after
584 this notice, the Fraternity may give the University written notice that it intends to terminate the
585 lease. In such event, the lease shall end on the last day of the then-current fiscal year.

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MODIFICATION, TERMINATION AND BREACH

Term. This lease will be in effect until June 30, 2006, with only the rent amount to change on an annual basis. Changes to this lease may be proposed at any time by either party and incorporated into this lease with the approval of both the University and the Interfraternity Council. This lease may be extended annually for up to two additional years with the written approval of both parties at least six months in advance of the expiration of this lease.

Termination By Mutual Consent. The lease may be terminated at any time by mutual agreement of the University and an individual Fraternity.

Breach. Disciplinary action(s) under University policy and/or termination of this lease may result when a house violates this Agreement, the Construction and Renovations Guidelines, the Structural Building Guidelines, or other policy(s).

LOSS OF ACCESS

Should the University take any action which has the effect of prohibiting or preventing use of the Chapter House during the term of the lease, except for action taken for violation(s) of University policy or violation(s) of this agreement, it shall make every reasonable effort to consult with the Fraternity in advance and to provide alternative housing under terms and conditions that normally apply to such housing, without additional cost to the Fraternity.

If this provision is invoked, the University agrees to use its best efforts to seek alternative use of an available house for other residence hall needs in consultation with the IFC general body, through the IFC executive committee. In case of such alternative use, the University agrees to use any income from the use of that house to reduce the fixed expense obligation discussed in the preceding paragraph and to review such alternative use with the IFC on an annual basis thereafter.

SEPARABILITY

If any of the terms and conditions of this lease are found to be unenforceable for reasons such as conflict with any laws, rules or regulations of a city, county, state, federal or other government agency with jurisdiction over the University or with terms of the mortgages, the Fraternity (represented by the IFC) and the University agree that they will attempt to remedy the conflict, but that if no remedy is possible, both parties hereby agree that the remaining provisions of the lease shall continue in effect unless otherwise mutually agreed in writing or terminated under another provision of this Agreement.

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SIGNATURES

The University and the _____ Fraternity residing at
_____ with the intent to be legally
bound hereby, have entered into this lease
on the _____ day of _____ 2003. The undersigned certify that they are
duly authorized to commit the Fraternity and Carnegie Mellon University to this Fraternity Lease
Agreement.

FOR THE FRATERNITY:

FOR THE UNIVERSITY:

Signature

Signature

Print Name

Print Name

Print Title

Print Title

Attest: _____

659 Addendum I:

660

661 All-Risk Blanket Property and Commercial General Liability insurance is maintained by the
662 University. The Fraternity itself is not covered by these insurance policies. The premium cost
663 for this coverage will be charged pro-rata to the Fraternity as an expense to be paid from rent
664 income. The University will provide evidence of this coverage upon written request. The
665 Fraternity is advised to maintain property insurance on all Fraternity owned contents, equipment,
666 and/or furnishings.

667

668 The Fraternity shall procure and maintain during the term of this agreement, at its own expense,
669 the following insurance and amounts with insurance carriers acceptable to the University:

670

671 A) Comprehensive General Liability, including	\$1,000,000 Combined single limit
672 but not limited to contractual, products,	for bodily injury
673 personal injury, independent, contractors liability,	property damage per
674 completed operations and fire legal liability	occurrence;
675 (\$100,000); or	

676

677 Commercial General Liability--	\$2,000,000 General Aggregate
678 but not limited to, products, contractual	\$1,000,000 Products-Completed /
679 completed operations, personal injury,	Operations
680 and medical payments ;	\$1,000,000 Personal & Adv. Inj.
681	\$1,000,000 Each Occurrence
682	\$ 100,000 Fire Damage
683	\$ 10,000 Medical Expense

684

685 NOTE: The above coverage must be endorsed to include coverage for any non-owned or hired
686 automobile coverage.

687

688 B) Umbrella Liability	\$5,000,000 Occurrence/Aggregate
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689

690 Additional Requirements:

691

692 A Fraternity will not be permitted to occupy a campus residence if it cannot meet the above
693 insurance requirements.

694

695 If a Fraternity fails to maintain the insurance, as set forth herein, the University shall have the
696 right, but not the obligation, to purchase said insurance at Fraternity's expense. If the University
697 purchases coverage for the Fraternity, the premium cost for this coverage will be charged to the
698 Fraternity as a cost not covered by the lease payment.

699

700 Primary general liability insurance policy is to be endorsed by an ISO endorsement number CG
701 25 04 that allows the Fraternity to specify the application of a separate liability limit as specified
702 in the Agreement.

703

704 It is understood and agreed that the Fraternity's insurance apply on a "primary" basis with
705 respects to any and all alleged claims made against the Fraternity and/or the University.

706

707 The University shall be named as an additional insured on all liability insurance policies.
708 Certificates of insurance, as well as an accurate summary of policy coverages, conditions,
709 exclusions, and endorsements shall be provided to the Director of Housing Services prior to
710 signing this agreement and 30 days before any expiration date. Required policies shall not have
711 less than a thirty (30) day notice of cancellation.