

# SORORITY HOUSING LEASE

## INTRODUCTION

This lease agreement defines the relationship between Carnegie Mellon University and Sororities renting University-owned houses. As recognized student organizations, Sororities are governed by those regulations, policies and procedures which pertain to all University- and Panhellenic Council-recognized student groups. In addition, each Sorority 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 Sorority Residence Agreement and Account Authorization Form and Sorority Capital Projects Proposal Form unless modified by this lease agreement.

This lease agreement intends to outline the terms and conditions under which Sororities rent their houses from the University and the various services the University agrees to provide. The Director of Housing Services or her/her designee will serve as the primary contact in administering the various terms and conditions of this lease. Each Sorority president or her designee will serve as her 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.

## 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.

“Sorority” 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 Panhellenic Council. This lease applies to Sororities who reside on campus in university-owned housing facilities.

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

48  
49 “Sorority Member” means any registered student or alumna of Carnegie Mellon University who  
50 is a member of or is pledged to a Sorority.

51  
52 “House”, “Sorority 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 Sorority Members.

55  
56 “Panhellenic Council” and “Panhel” means the representative governing group for CMU  
57 Sororities 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 Sorority House Residence. The Sorority agrees that, in accordance with University regulations,  
64 it will house only Carnegie Mellon University students who, as a condition of residence in the  
65 House, sign Sorority Residence Agreement and Authorization Forms committing the resident to  
66 pay any assessments indicated therein and to abide by University rules and regulations governing  
67 Sorority members as CMU resident students. The Sorority may accommodate guests and visitors  
68 for periods of more than three days only with the prior written approval of Housing Services.

69  
70 The Sorority agrees to maintain the above requirements for Sorority house residence during fall  
71 and spring semesters, and during summer sessions. The Sorority is not permitted, at any time, to  
72 provide housing accommodations to any person who is not a Carnegie Mellon University student  
73 in good standing with the University, as determined by enrollment status maintained by the  
74 HUB.

75  
76 Compliance with Law and University Regulation. The Sorority covenants and agrees not to use  
77 or permit the use of the leased premises in such a way as to violate any laws or University rules  
78 or regulations.

79  
80 Status of Members and Pledges. The Sorority agrees at the beginning of each semester, within  
81 ten days of a written request from Housing Services, to provide a list of all its active members  
82 and associates at Carnegie Mellon that semester. The listing will include each individual’s name,  
83 student ID number, assigned room number within the Chapter House or campus local address,  
84 phone number, e-mail address, mailing address, current class year, and status (if any) as an  
85 officer of the Sorority. In addition, information must also be provided for all Chapter House  
86 residents who are non-members of the Sorority. The Sorority agrees to update this listing during  
87 the 5th week of each semester upon request from Housing Services. A form will be provided by  
88 Housing Services to complete the information requested and must be used. In addition to the  
89 University’s need to identify residents of its housing facilities, this information will be used by  
90 the Student Life Office for its various purposes in assisting and advising each Sorority.

91  
92 Sorority Residents Re-entering the Campus Housing System. Sorority housing is considered  
93 outside the normal residence hall system and as such, sorority residents are not permitted to  
94 participate in the annual campus room draw process. Through this lease agreement, two sorority  
95 residents per chapter will be permitted to participate in the annual spring room draw process and  
96 return to regular campus housing. No more than two sorority residents per chapter will



146 Agreement and Authorization Forms Due in the Housing  
147 Services Office

148  
149 CMU Spring Semester The First Day of Spring Classes  
150 Rent Due Date

151  
152 Interest Charges Begin The First Day of Spring Classes  
153 on Spring Unpaid Rent

154  
155 Sorority Residence Agreement and Authorization Form. The Sorority agrees to furnish Sorority  
156 Residence Agreement and Authorization Forms to the University for all Chapter house residents.  
157 The Sorority Residence Agreement and Authorization Form may also authorize an assessment to  
158 a student's University account. The Housing Services Financial Assistant is the primary contact  
159 for Sorority account administration.

160  
161 The University agrees to accept Sorority Residence Agreement and Authorization Forms signed  
162 by any CMU student who is in good standing with the University as determined by her  
163 enrollment status at the time of the processing of form. An approved Sorority Residence  
164 Agreement and Authorization Form will be accepted as a form of payment by the Sorority  
165 toward its payment obligations and as the individual student's authorization to place the  
166 assessment amount indicated on her Sorority Residence Agreement and Authorization Form on  
167 her student account with the University. The Sorority agrees to submit these forms to the  
168 Housing Services Office prior to June 1 for the fall semester, and prior to November 1 for the  
169 spring semester, to allow timely processing.

170  
171 Any amount collected in a given month through Sorority Residence Agreement and  
172 Authorization Forms in excess of the current month's Sorority account balance due will be paid  
173 to the Sorority by check within ten working days of receipt of a written request for such a check  
174 by the Housing Services Financial Assistant. Refunding of credit balances on Sorority accounts  
175 can occur at any time except between the period July 1 - August 15, when the credit balance is  
176 caused by the processing of fall resident Sorority Residence Agreement and Authorization  
177 Forms. Refunds for any amount of summer Sorority Residence Agreement and Authorization  
178 Forms received that create a credit balance will be generated within ten working days of receipt  
179 of a written request for such a refund by the Housing Services Financial Assistant.

180  
181 If a Sorority Residence Agreement and Authorization Form cannot be accepted or needs to be  
182 canceled because a Sorority member's enrollment status changes, the Housing Services Office  
183 will notify the Sorority treasurer in writing. For Sorority Residence Agreement and  
184 Authorization Forms which are canceled due to a student's change in enrollment status,  
185 notification will be provided when the Housing Office learns of the change. The Sorority must  
186 immediately notify the Housing Office when a Sorority member does not return at the start of a  
187 semester or withdraws from the Sorority during a semester.

188  
189 The Housing Office will not cancel a Sorority Residence Agreement and Authorization Form  
190 without written authorization from the duly authorized Sorority representative or President  
191 unless the Sorority fails to respond within 30 days to inquiries from the Housing Services Office  
192 about the status of the particular Sorority Residence Agreement and Authorization Form, or from  
193 the student who is the signatory thereof. If a Sorority Residence Agreement and Authorization

194 Form in such a circumstance is canceled by Housing Services, written notice will be given to the  
195 Sorority Treasurer.

196  
197 In cases where a Sorority member disputes charges that have already been assessed to her  
198 individual University account through a Sorority Residence Agreement and Authorization Form,  
199 or when the Sorority has difficulty collecting money owed which has not been assessed through  
200 the University, the Housing Services Office will facilitate a discussion aimed at helping  
201 participating parties resolve their dispute, upon request.

202

203 **SPRING SEMESTER PAYMENT REQUIREMENTS**

204

205 Sororities are not permitted to “roll-over” debt at the end of each spring semester and accounts  
206 are expected to be paid in full according to the monthly invoices. If rent remains unpaid at the  
207 end of any fiscal year, the University may take necessary steps to collect outstanding amounts of  
208 rent such as assigning any unpaid rent equally among the Sorority’s residents. If the outstanding  
209 rent cannot be collected, the University may, at its discretion, terminate the lease.

210

211 **CHANGE OF RESIDENCE AND REFUNDS**

212

213 If a change of residence occurs that affects a room agreement between the University and a  
214 Sorority member or pledge, the University agrees as follows:

215

216 For CAMPUS HOUSING, if a member or pledge gives written notice to the Housing Services  
217 Office of a planned move from a campus residence into a Sorority House, she may cancel her  
218 Housing License Agreement subject to the following schedule (housing deposits are refunded  
219 according to the published schedule only):

220

221	Until Fall Undergraduate	Full Refund of Housing Room Charges
222	Enrollment Day	

223

224 After fall undergraduate enrollment day, the Housing Services Office will not cancel resident  
225 housing license agreements or issue refunds of housing room charges for the remainder of the  
226 fall semester for Sorority members, except through the normal contract exception processes.

227

228 If the University has students in temporary residence spaces on the day following fall semester  
229 Pledge Night because there are no permanent spaces available in the campus residence system,  
230 the University will provide PANHEL with the number of Sorority members/pledges who will be  
231 able to move into the Sororities and receive a pro-rata refund of their housing room charges. The  
232 Housing Services Office will then establish a draft order for all interested Sororities by lot. Each  
233 interested Sorority must provide a list in priority order of those students who will be moving into  
234 the Sorority under conditions described in this agreement. After the first round is completed, the  
235 process will continue following the same draft order for as long as residential students are still  
236 without permanent room assignments in the residence halls.

237

238 For SPRING SEMESTER, campus Housing License Agreement cancellations to allow Sorority  
239 members to move to Sorority Houses will only be permitted to fill vacancies created mid-year  
240 through graduation, withdrawal, suspension or leave of absence from CMU. The normal housing  
241 services’ exception application and review process must be used for all other requests.

242

243 For DINING SERVICES, requests for meal plan refunds will be evaluated according to the  
244 existing Dining Services Refund Policy.

245  
246 **UTILITIES**

247  
248 The University pays directly for gas, water, sewer and steam usage, and for electric power usage  
249 in the Sorority House and the common boiler rooms. Also, it pays directly for communications  
250 lines leased for the transmission of fire alarm system signals. The University also provides  
251 telephone service and cable television services identical to that which is provided in the  
252 residence halls. Telephone service includes both on-campus calls and local calling as provided  
253 in the local calling package provided by Bell of Pennsylvania. Residents of individual rooms in  
254 the Sorority will make all calls beyond the local calling area with an access number which will  
255 enable all billing to be directed to the person making each call.

256  
257 Cable television service is provided through Telecom Cable TV and is provided to each resident  
258 room and specified public areas. Programming is consistent campus-wide. Sorority residents  
259 are responsible to follow published guidelines and policies including the prohibition against  
260 altering TV cable or other telecommunications or data communications cables. Guidelines and  
261 policies are available through the CMU Telecommunications Office.

262  
263 Assuming timely prior notification and appropriate adjustments for expenses in the next year of  
264 the lease, the University and the Sorority may agree to install, remove or change any electric,  
265 gas, water, sewer, or steam utility or any voice or data communication service. The costs to the  
266 University of such changes, if any, shall be charged pro rata to the Sorority as an expense of the  
267 Sorority system in a manner equivalent to the assignment, if any, of such expenses to the  
268 residence halls.

269  
270 **MAINTENANCE**

271  
272 As is the case throughout the University, Facilities Management Services (FMS) has the  
273 authorization to perform maintenance work and capital improvement projects in the Sororities.  
274 In cases where a Sorority proposes projects which FMS decides to utilize outside contractors  
275 rather than FMS staff members, the Sororities may request that the Housing Services Office, in  
276 consultation with FMS, secure an outside contractor directly rather than through Facilities  
277 Management Services. In such cases, the Housing Services Office will work with the Sorority in  
278 identifying potential contractors. (See section on "Capital Improvements" for further  
279 information).

280  
281 Maintenance services include grass cutting, shrubbery care, snow removal from the common  
282 walks in front of all front and back doors of all sororities including the balcony area, and pest  
283 control service similar to what is provided for other residence hall areas. Daily rubbish removal  
284 from trash cans on the sorority balcony will also be provided. The University also is responsible  
285 for maintenance of storm drains and exterior lighting. The Sorority may elect to complete  
286 certain maintenance functions. These include: changing light bulbs, changing smoke detector  
287 batteries, and completion of certain work requested in writing and approved in writing by  
288 Housing Services, which includes painting in private spaces and common areas. Light bulbs,  
289 smoke detector batteries, and paint are available through Housing Services.

290

291 The Sorority is responsible for keeping the Chapter House, including the rear balcony, front  
292 sidewalk and contiguous grounds, in a clean, safe, sanitary condition, free of rubbish and debris.  
293 The Sorority's residents are responsible collectively for repair costs for public area damages  
294 except for normal wear and tear. In accordance with their Sorority Residence Assessment and  
295 Authorization Forms, individuals will be assessed for repair costs for resident room damages,  
296 except for normal wear and tear. Each Sorority will receive monthly invoices that will include  
297 assessments not covered by this lease. Questions concerning these costs should be directed to  
298 the Sorority Facility Coordinator. Finally, the Sorority shall be responsible for providing and  
299 maintaining or replacing its removable, non-built-in equipment, furnishings and appliances.

300  
301 Except as provided otherwise above, the University is responsible for providing maintenance of  
302 the Chapter House and all common grounds. The University will be responsible for maintaining  
303 all University-owned kitchen equipment and appliances which include dishwasher, garbage  
304 disposal, refrigerator, freezer, stove, range, and exhaust hood. The Sorority understands that  
305 maintenance expenses shall be limited by the annual budget for these services, and therefore  
306 shall be subject to priorities set by the University. Within the annual maintenance expense  
307 budget limitations, the University will first perform work related to safety and structural integrity  
308 ahead of other functional or aesthetic repairs, and ahead of improvements beyond as-is  
309 conditions.

310  
311 The Sorority agrees to utilize the Sorority Facility Coordinator to obtain services in a timely  
312 manner. The assigned Sorority Facility Coordinator will be each Chapter's primary point of  
313 contact for maintenance and facilities issues. The Sorority Facility Coordinator works to insure  
314 that maintenance is provided to the Sororities in a timely manner. Normally a Sorority House  
315 Manager will be the primary point of contact between the Sorority and Housing Services for  
316 maintenance and facilities needs.

317  
318 The Sorority is responsible for advising the Sorority Facility Coordinator promptly when repairs  
319 are necessary. The Sorority agrees to provide access to the Chapter House as noted in the Rights  
320 of Entry and Inspection section herein.

321  
322 The Sorority may not access mechanical rooms (electrical, plumbing, data/telecommunications  
323 closet, etc.), or roof areas. Roof access panels are locked by the University and should not be  
324 opened by the Sorority for any reason.

325  
326 Maintaining Sorority Houses During Winter Break and The Summer. When the Sorority can  
327 arrange the required occupancy, by at least two persons, at least two weeks in advance, for the  
328 entire break period or summer, it may be possible for the House to remain open with the  
329 approval of Housing Services' staff. Sororities agree to maintain the same standards of  
330 cleanliness during official break periods and the summer months. To this end, the Sorority, in  
331 order to remain open during official break periods and the summer, must maintain a House  
332 Manager, who is responsible for maintaining accurate occupancy listings and for maintaining  
333 cleanliness standards. Accurate lists and proof of signed agreements with all summer residents  
334 must be supplied, upon request, to Housing Services. Sororities will be held to the same  
335 standards during official break periods and the summer as are maintained during the academic  
336 year, which include mandated cleaning service for houses which fail to maintain standards of  
337 cleanliness. Charges for such service will be assessed against the Sorority.

338

339 Housekeeping Services And Cleanliness Guidelines. The University will schedule each Sorority  
340 for a thorough cleaning of kitchens and bathrooms once during each summer. The initiation and  
341 coordination of such cleaning with the Sorority facility coordinator is the responsibility of each  
342 chapter. A sorority can request additional cleaning at any time as an additional expense not  
343 covered by the lease. The Sorority agrees that in specific cases where a defined space in the  
344 house has been deemed not to meet reasonable standards of cleanliness, as defined by the  
345 University or a Sorority, the University may have the defined space cleaned and the Sorority will  
346 be responsible for these costs. The reasonable standard of cleanliness referenced above is  
347 defined as follows: The premises shall be kept clean and maintained, free from rubbish, refuse,  
348 and dirt.

349  
350 After a Sorority has been notified that a defined space does not meet standards and needs to be  
351 cleaned, mandated cleaning at the Sorority's expense can commence on the second business day  
352 after notification if defined space is not cleaned. In a case where notification is provided on  
353 Monday, mandated cleaning can commence on Wednesday morning if the designated area was  
354 not cleaned. If notification is provided on Thursday, mandated cleaning can commence on  
355 Monday. The exception is hallways and stairwells which are defined as fire escape routes, which  
356 when found to have obstructions will be cleaned immediately at the Sorority's expense.

357  
358 First Aid Kit. Housing Services provides a "first aid kit" in each kitchen area. This kit is  
359 specifically focused on providing aid to situations that may arise in the kitchen area. The kit is  
360 stocked twice annually. If stock is used, the Sorority is responsible for notifying the Sorority  
361 Facility Coordinator who will arrange for restocking of the kit.

### 362 **CARNIVAL STORAGE**

363  
364 The Sorority may be granted permission to use a section of the East Campus Parking Garage to  
365 store booth materials. Storage throughout the year in this area will be available only for non-  
366 combustible items. The Sorority is responsible for leaving this area neat and free from  
367 combustible materials.

### 368 **MAIL BOX**

369  
370 The Sorority may be assigned one large mail box or multiple individual mailboxes located in the  
371 University Center, depending on availability. Sorority chapter house mail will be delivered daily  
372 to the inside of each chapter's front door by an employee of the campus postal services, Monday  
373 through Friday each week.

### 374 **KEY SERVICES**

375  
376 All locksmith and card key services are to be provided by the University at the discretion of  
377 Housing Services. While card keys are provided through the University, each Sorority is  
378 responsible for the distribution and security of card keys assigned to their house. A Sorority will  
379 be responsible for all costs associated with missing card keys and their replacement. A Sorority  
380 may negotiate with Housing Services to have Housing Services control their card keys. The  
381 University, as an expense borne by rent payments, will update and change Sorority house key  
382 systems according to its multi-year key control priorities for all campus residences. As Sorority  
383 House key systems are updated, master card keys will be provided to each house at the discretion  
384 of Housing Services. No card keys provided through Housing Services may be

388 duplicated by the Sorority under any circumstances. Appropriate corrective action for any  
389 violation of this provision will be as determined and enforced by Housing Services.

390  
391 **PEST CONTROL**

392  
393 The University administers a general pest control program for all campus housing buildings.  
394 This service includes scheduled whole house (public and private areas) extermination during the  
395 summer months and kitchen extermination during the winter break. Each house agrees to follow  
396 University guidelines in order to prepare areas for extermination. Services needed during non-  
397 scheduled times, are obtained through the Maintenance Request process.

398  
399 **CAPITAL IMPROVEMENTS**

400  
401 All permanent improvements to Sorority facilities must be approved in advance by Housing  
402 Services. If a project creates a permanent improvement to the Chapter House, when completed  
403 the project becomes a part of the facility and is owned by the University. The University will  
404 meet and confer with representatives of each house on the priority of capital projects, the  
405 timetable for these projects, and the method of payment for debt incurred. This information will  
406 normally be discussed with the House Managers at meetings called by Housing Services' staff.  
407 Recommendations for capital project proposals may be submitted by a House Manager to the  
408 Sorority Facility Coordinator for consideration and, if approved, for construction under the  
409 direction of the University.

410  
411 The University will prepare annually a capital budget which reflects projected capital  
412 expenditures including repair/replacement of fixtures, roof, patio, grounds and common areas.  
413 Major capital improvements including addition and replacement of Sorority buildings shall be  
414 approved by the University in consultation with Panhel, based on detailed construction plans,  
415 construction timetable, cost estimates and maximum cost guarantees, and prioritized list of  
416 houses to be replaced/constructed, as well as projected impact on debt, lease payments and the  
417 capital reserve.

418  
419 The University will schedule, budget and execute capital improvements and repairs so as to  
420 maximize the useful life of Sorority buildings at a consistent and sufficient standard of livability.  
421 Capital reserve buildup, insurance and retirement of debt shall be planned and executed with  
422 consideration of the impact of capital projects on lease payments.

423  
424 **LIFE SAFETY EQUIPMENT**

425  
426 The University is responsible for the maintenance of life safety equipment. This equipment  
427 includes sprinkler systems, hard-wired smoke detectors and heat probes, fire alarm wiring,  
428 indicators and pull stations, and fire extinguishers. The University will perform maintenance  
429 work on these systems as necessary. This equipment may not be altered in any way by the  
430 Sorority.

431  
432 **INSURANCE AND ADMINISTRATIVE EXPENSES**

433  
434 The University will carry all-risk hazard insurance that will include the Chapter House, and it  
435 will carry a policy of comprehensive general liability insurance that is sufficient to cover its own  
436 expenses. The Sorority itself is not covered by these policies of insurance. A 9

437 reasonable share of the premium cost for this coverage will be charged pro-rata to the Sorority as  
438 an expense of the Sorority to be paid from rent income. On written request, the University will  
439 provide certificates of insurance to the Sorority giving evidence of such coverage.  
440

441 The Sorority is responsible for providing insurance for the furnishings, appliances and non-built-  
442 in equipment it owns and uses or stores in the Chapter House. Annually, the Sorority must also  
443 provide evidence satisfactory to the University of its general liability insurance coverage naming  
444 the University as an additional insured party for all risks associated with the Sorority's use of the  
445 Chapter House, in an amount acceptable to the University. If the Sorority is unable to satisfy the  
446 university insurance requirements, the University, at its discretion, may purchase a liability  
447 insurance policy for the Sorority, and charge the premium to the Sorority as a reimbursable  
448 assessment.  
449

450 A Sorority will not be permitted to occupy a campus residence if it cannot meet the insurance  
451 requirements described herein.  
452

453 The University and the Sorority agree that the provision of administrative expenses related to the  
454 Sororities will be charged pro-rata to the Sorority as an expense of the Sorority to be paid from  
455 rent income.  
456

#### 457 **RIGHTS OF ENTRY AND INSPECTION**

458

459 The Sorority covenants and agrees to permit agents of the University to regularly enter the leased  
460 premises, including resident rooms, during normal working hours for the purpose of inspection,  
461 maintenance or making repairs or alterations, and to enter the leased premises at any hour for the  
462 purpose of making repairs necessitated by exigency. Whenever possible and appropriate, entry  
463 into individual student rooms will be announced 48 hours in advance. The University reserves  
464 the right to enter resident rooms in the Chapter House whenever a clear and present danger or  
465 violation of University regulations may be reasonably thought to be occurring. The Sorority  
466 further covenants and agrees to permit University agents, including but not limited to its security  
467 personnel, to enter the public areas of the leased premises at any time to determine whether any  
468 laws or University rules or regulations are being violated therein. Such entry, whenever  
469 possible, will be preceded by knocking at or ringing the front door bell and waiting a reasonable  
470 time for response.  
471

#### 472 **FINANCIAL PROVISIONS**

473

474 Disclosure. The University agrees to provide financial statements for the current fiscal year  
475 upon written request for any Sorority for the periods up to and including December 31 and June  
476 30 (within 60 days and 90 days, respectively, of the end of these accounting periods) and also to  
477 respond to questions related to the financial statements within 10 days of receipt in writing of  
478 such questions. Financial Statements for the Sorority System as a whole will be provided to  
479 Panhel for the periods above.  
480

481 Capital Reserves. As part of the operating budget, a portion of income equal to the required  
482 depreciation on the sorority structure and its capital contents will be placed into a capital reserve.  
483 In any year a common capital project is undertaken across the sorority complex that is not  
484 required of all chapters, and a chapter chooses to opt out of the improvement, an amount equal to

485 what would have been spent on that improvement for that chapter will be reserved for future use  
486 by the chapter on a capital project of their choice.

487  
488 Operating Expense Rebate. To provide each Sorority with an incentive to reduce energy and  
489 operating expenses, The University agrees that in any year for which there are positive beginning  
490 balances in The Sorority system operating reserves, if the actual overall operating expenses are  
491 less than the budgeted operating expenses for that year for the entire Sorority system, 70% of the  
492 difference will be directed to the Sorority Operating Reserve Account and the remaining 30%  
493 will be divided equally among the five sorority chapters and credited to each chapter's housing  
494 account. If a Sorority has a current outstanding balance at the time of the rebate, the rebate  
495 amount will be applied to the Sorority's account. If no outstanding balance exists, the rebate will  
496 create a credit on the account. A check for such a credit balance will be issued upon written  
497 request.

498  
499 Income Projections. The University will prepare and distribute five and ten year projections of  
500 Sorority housing income, expenditures, equity and debt and present them annually as requested  
501 by PANHEL.

502  
503 Rent Increases. Rent increases will take effect on July 1 of each lease year and may reflect  
504 changes in budgeted expenses to be incurred by the University for utilities, maintenance, capital  
505 improvements including debt service, insurance, administrative expenses, and other items.

506  
507 The Sorority will receive written notice of a rent increase at least sixty (60) days before the  
508 beginning of the fiscal year during which the increase takes effect. Within thirty (30) days after  
509 this notice, the Sorority may give the University written notice that it intends to terminate the  
510 lease. In such event, the lease shall end on the last day of the then-current fiscal year.

## 511 512 **MODIFICATION, TERMINATION AND BREACH**

513  
514 Term. This lease will be in effect until June 30, 2006, with only the rent amount to change on an  
515 annual basis. Changes to this lease may be proposed at any time by either party and incorporated  
516 into this lease with the approval of both the University and the Panhellenic Council. This lease  
517 may be extended annually for up to two additional years with the written approval of both parties  
518 at least six months in advance of the expiration of this lease.

519  
520 Termination By Mutual Consent. The lease may be terminated at any time by mutual agreement  
521 of the University and an individual Sorority.

522  
523 Breach. Disciplinary action(s) under University policy and/or termination of this lease may  
524 result when a house violates this Agreement, the Construction and Renovations Guidelines, the  
525 Structural Building Guidelines, or other policy(s).

## 526 527 **LOSS OF ACCESS**

528  
529 Should the University take any action which has the effect of prohibiting or preventing use of the  
530 Chapter House during the term of the lease, except for action taken for violation(s) of University  
531 policy or violation(s) of this agreement, it shall make every reasonable effort to consult with the  
532 Sorority in advance and to provide alternative housing under terms and conditions that normally  
533 apply to such housing, without additional cost to the Sorority.

534  
535 If this provision is invoked, the University agrees to use its best efforts to seek alternative use of  
536 an available house for other residence hall needs in consultation with Panhel; in case of such  
537 alternative use, the University agrees to use any income from the use of that house to reduce the  
538 fixed expense obligation discussed in the preceding paragraph.  
539

540 **SEPARABILITY**

541  
542 If any of the terms and conditions of this lease are found to be unenforceable for reasons such as  
543 conflict with any laws, rules or regulations of a city, county, state, federal or other government  
544 agency with jurisdiction over the University or with terms of the mortgages, the Sorority  
545 (represented by the Panhellenic Council) and the University agree that they will attempt to  
546 remedy the conflict, but that if no remedy is possible, both parties hereby agree that the  
547 remaining provisions of the lease shall continue in effect unless otherwise mutually agreed in  
548 writing or terminated under another provision of this Agreement.  
549

550 **SIGNATURES**

551  
552 The University and the \_\_\_\_\_ Sorority residing at  
553 \_\_\_\_\_  
554 \_\_\_\_\_ with the intent to be legally  
555 bound hereby, have entered into this lease

556  
557 on the \_\_\_\_\_ day of \_\_\_\_\_ 2003. The undersigned certify that they are  
558 duly authorized to commit the Sorority and Carnegie Mellon University to this Sorority Lease  
559 Agreement.  
560

561 **FOR THE SORORITY:**

561 **FOR THE UNIVERSITY:**

562  
563 \_\_\_\_\_  
564 Signature

562  
563 \_\_\_\_\_  
564 Signature

565  
566 \_\_\_\_\_  
567 Print Name

565  
566 \_\_\_\_\_  
567 Print Name

568  
569 \_\_\_\_\_  
570 Print Title

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