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**SAMPLE Individual Leasing Agreement**

**OVERVIEW:** All Active Members living in must pay full room and board for a minimum of 2 semesters.

**This contract covers: \_\_\_Fall Semester \_\_\_\_Spring Semester**

**LESSEE**

**Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle Initial \_\_\_\_\_\_\_\_\_\_\_**

**Home Street Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_ Zip\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Vehicle Information:**

1. **Make\_\_\_\_\_\_\_\_\_\_\_\_, Model \_\_\_\_\_\_\_\_\_\_\_, Color \_\_\_\_\_\_\_\_\_\_\_\_\_\_, License # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GUARANTOR**

**Last Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle Initial\_\_\_\_\_\_\_\_\_\_\_**

**Home Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_Zip\_\_\_\_\_\_Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I agree to accept an assignment in the Residence for the above designated semesters of the academic year. In accepting this agreement, I understand that I am entering into a contract with the Sigma Chi House Corporation at Fresno State for accommodations in its fraternity house facility and will abide by its rules and regulations.

Signature of Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Parental Agreement for students who are under the age of 18: By signing above, I am stating that I am the parent or guardian of a student who is under the age of 18. Therefore, I agree to assume the entire contractual and financial responsibility under the contract if the student listed as Lessee defaults.

THE Sigma Chi House Corporation *INSERT NAME*, LESSOR

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

**LEASE**

This lease is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between the Sigma Chi House Corporation *–INSERT SCHOOL NAME,* hereinafter referred to as Lessor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Lessee. **This Housing Agreement is entered between the individual *INSERT SCHOOL NAME* Sigma Chi Member or Pledge for a shared room for the entire upcoming school year plus food service.** This lease can be executed in counterpart originals to form the lease contract. Furthermore, if during the school year you may have a vacant space in your room and as per this lease agreement, you are not entitled to decide who will occupy the vacant space. You are to maintain the bedroom so that a potential roommate will be able to move in by keeping that portion of the room clean and not cluttered for immediate occupancy. [IF APPLICABLE: It is understood that the rent paid will include breakfast Mon – Fri and dinner meals Mon – Thurs during the school year.]

 Lessor hereby leases to Lessee and Lessee hereby lets from Lessor a sleeping room in **joint tenancy** in the premises commonly known and hereinafter referred to as the “leased premises” located at *INSERT ADDRESS*, for the term of two (2) semesters of the *INSERT SCHOOL NAME* calendar for the 20\_\_\_/20\_\_\_ academic year, commencing 1 week before the start of each semester and terminating one week after the Spring semester ends. Delay by Lessor in delivering possession of the premises shall suspend rent due prorate during such delay but shall not relieve Lessee of any other obligations nor render Lessor liable for such delay.

 **[In consideration of possession and/or right of possession of said leased premises given to Lessee and Lessors’ surrender of the same, Lessee agrees to pay rent and food for August, September and May which includes initial rent and last month rent of $\_\_\_\_\_\_\_\_\_\_\_\_ payable by August \_\_\_20\_\_\_\_\_. Such lease of said premises is upon the following agreements, covenants and conditions. Food service will consist of breakfast Monday thru Friday and Dinner Monday thru Thursday.]??**

It is understood that Lessee will provide his own sheets, pillows, pillow cases, blankets and mattress, but in the event that the Lessee needs a mattress, the Landlord will provide one for $35 refundable deposit.

Furthermore, the Lessor reserves the right to refuse rental to anyone found to have deliberately done damage to the room and or chapter house.

1. **JOINT AND SEVERAL LIABILITY:** Each Lessee under this lease is individually liable for the payment of rent and any damages to his sleeping room. Said Lessee is jointly and severally liable to Lessor for any and all damages done to any portion of the leased premises, normal wear and tear excepted, save and excepting damages to another Lessee’s sleeping room of which Lessee had no participation. If one of the jointly and severally liable Lessee fails to pay said damages, then any one of the other Lessees or any number of other Lessees may be held liable by Lessor for such unpaid damages. However, Lessees or Guarantors making payments for damages on behalf of a defaulting Lessee have the right to demand contribution and/or reimbursement from the defaulting Lessee(s). Nothing in this lease shall negate or hinder the rights of the Lessor or Guarantor from identifying, charging or bringing action against any individual for damages done by said individual.
2. **SECURITY DEPOSIT:** A security deposit is required to secure performance of all covenants of this Lease. A security deposit of $\_\_\_\_\_\_\_\_\_\_ is due and payable upon execution of this lease. Failure of Lessee to deliver said deposit at the aforesaid time will allow Lessor, at Lessor’s sole discretion, to cancel said lease upon notification of the same delivered to Lessee hereby rendering this lease agreement, null, void and of no effect. Lessor shall refund said security deposit, less deductions for damages in excess of normal wear and tear as determined by Lessor within 30 days of Lessee’s vacating of the premises at the termination of the lease pursuant to the laws of the State of California. Should the security deposit prove to inadequate to cover all damages assessed, unpaid rent or other charges resulting from the violation of this Lease, Lessee and/or Guarantor shall remit the shortfall to Lessor upon demand.
3. **UTILITIES:** Lessee covenants and agrees to use its best effort to conserve the energy to be used in conjunction with its occupancy of the leased premises and to take all reasonable measures to minimize the utility charges payable by Lessor with regard to the said leased premises. Utilities furnished by Lessor will include the following:
4. Water and sewer
5. Gas
6. Electric
7. Internet access
8. Cable television – at discretion of the Sigma Chi House Corporation – Fresno
9. **ASSIGNMENT AND SUBLEASE:** **Lessee agrees not to assign nor sublease said leased premises Initial: \_\_\_\_\_\_\_**
10. **RIGHT OF ENTRY:** Lessor or Lessor’s agents shall have the right to enter and have access to the leased premises at all reasonable and necessary times to inspect the leased premisesor for any purpose connected to repair, improvement care and management or in the case of fire or other causes, for protection of the interests of Lessee and/or Lessor. Lessor or his agent will inspect the leased premises which will include bedrooms and common area weekly to inspect for any damages or violations of this lease. In the event a deliberate act of vandalism or damage to any and all properties owned by the Lessor, a 48-hour eviction notice will be given with the Lessee responsible for all eviction and court costs in the event the eviction needs to be enforced.The Lessor, if the weekly inspections show no damage being done to the rooms, can forego the weekly inspections and make biweekly or monthly inspections until such time as weekly inspections are once again necessary.
11. **LESSOR’S LIABILITY:** All personal property belonging to the Lessee or to any other person located in or about the building or leased premises shall be there at the sole risk of the Lessee and such other person and neither the Lessor nor the Lessor’s agents shall be liable for the theft or misappropriation thereof, nor for any damages or injury thereto, nor for damage or injury to said Lessee or to any other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewers or sewage gas, odors, noise, the bursting or leaking pipes, plumbing, electrical wiring and equipment and fixtures of all kinds or any act, neglect or omission of other Lessees visitors, guests, trespassers, licensees or occupants of the building in which the leased premises is located or of any other person or caused in any other manner whatsoever. Lessee agrees to protect, indemnify and save harmless the Lessor and Lessor’s agents from all losses, costs or damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the leased premises or any part thereof by Lessee.
12. **COMMON AREA/BEDROOM DAMAGE:** As a “Community of Sigma Chis,” it is necessary that everyone living in the chapter house assume responsibility for maintaining the building they live in. While the rules are that all residents refrain from altering, disturbing or damaging the housing facilities, furnishings, common areas and surrounding environment, individually or in combination with other tenants, a reasonable charge for any such damage will be levied. This means that **you will be held personally responsible for damages to the chapter house or damages or loss of common areas furniture unless any damage or loss can be specifically assigned to individuals.** The following procedures will be used for common area damage:
13. Damage in common areas (i.e. living room, dining room, patio, basement, parking lot, hallways, stairwells and bathrooms) which cannot be attributed to known individuals will be considered common area damage.
14. Residents are notified through signage and are given five days to make an appointment with the House Corporation President or designee to appeal the notification of billing and/or provide verifiable information that will allow the House Corporation to bill the damage to the proper individual.
15. At the end of the notification period, any common area damage that has not been identified as being done by specific individual(s) will become the responsibility of the residents and that proportionate amount will be taken from the room deposit.
16. In the event that any inspection determines that excessive and deliberate damage has been done to the chapter house and/or bedroom, the Lessor can seek immediate termination of this lease and bar the tenant from future residency.
17. **RESPONSIBLITIES AND FINES OF LESSEE:** It is understood that all fines for damage in which the guilty party does not take responsibility, all tenants will be fined proportionally for the amount of the fine and/or damage. Lessee shall comply with all duties impose upon Lessee by the applicable provisions of all state laws, municipal codes, regulations and ordinances, as well as the following:
18. Lessee shall keep safe and sanitary that part of the premises which Lessee occupies and uses. Failure to do so will result in **a fine of $100**.
19. Lessee shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner;
20. Lessee shall refrain and forbid any other person who is on the Premises with Lessee’s permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or any furniture or any other part of the Premises;
21. Lessee will not give keys to any other individuals (including guests). If a resident is found to have given their key to another individual, they will face disciplinary action to be determined by the House Corporation.
22. Lessee shall inform Lessor of any conditions, whether caused by Lessee or due to normal use of the Premises, which should be corrected in order to preserve the condition of the Premises;
23. Lessee shall not engage in any acts which would violate or increase the fire insurance premiums of said Premises;
24. Lessee shall behave and require other persons on the Premises with Lessee’s permission to conduct themselves in a manner that will not disturb the neighbor’s peaceful enjoyment of the community;
25. Lessee shall not permit nor allow persons other than other Lessees to occupy or cohabit the premises at any time during the term of this lease;
26. Co-ed living on the premises is not permitted;
27. HOOKAH: Because of the potential fire hazard, hookahs are not allowed in or around the chapter house and will be confiscated.
28. Possession/use of firearms or use of a deadly weapon is prohibited. Violations include possession of any device deemed “deadly weapons” by the California Penal Code 12020 including the use of any pistols, BB guns, paint ball guns, air soft guns, pistols revolvers or other objects that resemble firearms or use of other deadly weapons in a manner intended to harm. Deadly weapons include: blackjacks, sling shots, billy club, sand club, sandbag, metal knuckles, any dirk, dagger, switchblade, bows and arrows, ice pick or knife have a blade longer than 2 ½ inches, any razor with unguarded blade, any metal pipe or bar used or intended to be used as a club. Standard kitchen knives are an exception as are bow and arrow for an archery class. Therefore, Lessee shall not possess, keep, use, nor store any firearms, weapons, fireworks, dangerous ordinances or non-Peterson candles and are not allowed within the leased premises. **Violation may result in immediate eviction with loss of deposit.**
29. The leased premises shall be maintained by Lessees and their guests as a smoke-free. **Violation could result in immediate eviction with loss of deposit.**
30. The unlawful manufacture, distribution, possession or use of a controlled substance on the premises is subject to immediate disciplinary action and criminal prosecution. The following are also considered violations of the controlled substance policies: No possession of pipes, bongs, grinders, scales or other items to facilitate the manufacture, distribution, dispensation, possession or use of marijuana or other drugs are not allowed. Therefore, no controlled substances are allowed with **immediate eviction** of those violating this policy. Only doctor’s prescriptions will be allowed.
31. Lessee will not display any type of wall hangings, flags or posters on the ceilings. This is a fire hazard. The House Corporation reserves the right to remove if resident does not remove them within specified time period.
32. Lessee will not remove from their room or the chapter house furniture in bedrooms, living room, dining room and also includes closet doors, mirrors, bulletin boards, desks, bookcases, beds or any other item belonging to the House Corporation. Items removed will be charged to the residents as a replacement fee.
33. Lessee will make sure that for health and safety reasons, hallways and walkways are to be kept clear of furniture, equipment, trash and any other obstacles that might obstruct the passage.
34. Lessee is expressly forbidden to have, maintain or house in the leased premises or any part of the property, permanently or temporarily, any animal, bird or reptile. If a pet is found on the premises, the resident will be given a warning and a 24-hour time period to remove pet. If not removed, the House Corporation will make arrangements to remove the pet and in the case of cats or dogs, they will be sent to a shelter. The finding of pets on the premises, at any time, will result in the loss of Lessee’s entire damage deposit and **possible eviction** from the premises;
35. There will be no alcoholic beverages consumed during the week in the bedrooms, common area including the patio, parking lot and basement from 5 PM Sunday to 5 PM Friday. This includes ALL fraternity members or guests in addition to those who are residents of the chapter house.
36. Under no circumstances shall Lessee tamper with the heating and cooling unit of the premises. **A fine of $500 will be levied proportionally against all residents for each violation plus any costs incurred.**
37. Any false fire alarms will result in a **$250 fine** levied proportionally against all residents plus the fees charged by the Fire Department;
38. No flammable liquids such as gasoline, kerosene or Coleman fuel products are allowed. Violations will result in **a fine of $100 per incident and items confiscated;**
39. Roofs are not designed for excessive walking which may cause leaks, therefore no one shall go on the roof of any portion of the roof for any reason. This includes the roof on the shed, dining room and any other part of the roof covering the chapter house. **A fine of $250 will be charged for each violation proportionally among all residents.**
40. No painting, graffiti, staples, nails, push pins or bolts in walls that damages the walls or doors is permitted. Appropriate wall tape (not duct tape) must be used for posters or pictures. **Violation will result in a $250 fine + repair costs.**
41. Lessee shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner. When a condition of a room is offensive and/or jeopardizes the health of others, Lessee shall be asked to correct the condition. If the Lessee fails to correct the condition, **a fine or eviction will take place as determined by Lessor.**
42. Lessee shall not place any foreign objects in toilets and drains. Cleaning of plugged drains/disposals will result in violations which will result **in residents being charged proportionally for cost of repair.**
43. Fire regulations require that certain cooking appliances not be permitted in rooms. Therefore, all electrical appliances used for cooking food or for heating such as microwave ovens, hotplates, rice cookers, toasters, halogen lamps, space heaters, incense or lamp oils are not permitted in the residential rooms and only in the kitchen and dining room area. **Violation will be a $200 fine and confiscation of items.**
44. Carpets and walls in Lessee’s room or upstairs in common area are to be properly maintained by Lessee. Carpets that are burned, torn or excessively dirty or walls that are dirty or damaged will result in **Lessee being charged for the cost of repair or replacement.**
45. Damage to walls in room or upstairs common area will result in **a $250 minimum fine;**
46. Changing of the door codes is not permitted. Violations will result in **a fine of $25 per occupant.**
47. Damage to bedroom door will result in a **fine of $450;**
48. Damage to closet doors will result in **a fine of $250;**
49. Damage to venetian blinds will result **in a fine of replacement cost + 25%;**
50. Damage or tampering with smoke detector in room or upstairs common area will result in **a fine of $250 against the tenant if it is his room and proportionally against all residents if in the common area.**
51. Windows broken or damaged will result in a **fine of $350 + labor costs;**
52. If painting is required for an entire 2-bunk room, **a minimum fine of $500** will be made. If painting is required for a 4-bunk bedroom, **a minimum fine of $1000** will be made. Cost of touch-up painting will vary based on amount/labor required.
53. Lessee shall keep the leased premises safe and sanitary. All trash must be removed during vacation periods to prevent pest infestation. A charge will be made for exterminating the leased premises if Lessor deems it the fault of the Lessee’s housekeeping.
54. No washing of cars on premises**. A fine of $100 will be levied for each violation.**
55. Absolutely no grease or oil is to be poured into sinks or toilets. **Fine will be the cost of repairs plus 25% levied proportionally against all residents.**
56. No water beds are allowed. Violations will result in bed being removed and **a fine of $150 plus cost of removal.**
57. Because of fire marshal regulations, candles of any form or any other open flame are expressly forbidden. **A fine of $250 will be levied proportionally for each violation against all residents.**
58. No bikes, skateboards, scooters, roller blades or other wheeled vehicles are allowed inside the facility. **A fine of $50 will be levied for each violation.** Items will be stored and owner can retrieve the item from the House Manager.
59. No hooks to hang bikes inside or outside the facility are allowed. No hooks or attachment to bedroom walls of computer screens are allowed. **Violations will result in a $100 fine;**
60. No outside doors will be propped open or left open at any time. Continued violations will result in a fine being imposed by the Lessor of **$25** proportionally against the residents.
61. A **$500 fine + costs** will be applied for each time there is a break-in into the kitchen or shed. A **fine of $1000 + costs** will be assessed for the break-in into the electrical room in the basement. The fines will be proportionally assessed against all residents if no one takes responsibility.
62. Lessee will be responsible for cleaning up after themselves with them being responsible for beverage cans, bottles, food containers, napkins, etc., in the common area both upstairs and downstairs plus the basement and patio as well as spillage of garbage cans. There will be a minimum **fine of $45** for each time food, containers, drinks, spillage are left in any part of the Chapter House including upstairs, downstairs, patio area, the living room, dining room, foyer area and front of the Chapter House. This fine will be levied against all residents if no cleanup occurs.
63. There will be no items or trash thrown from upstairs windows along side of the Chapter House and any violations will result in a **fine of $250** for each incident. This fine will be levied proportionally against all residents if no one takes responsibility.
64. NO furniture, chairs, sofas, tables, etc. shall be allowed in the upstairs hallway areas. A **fine of $150** per violation will be levied proportionally against all residents.
65. CHECKING OUT REQUIREMENTS: Lessee will remove all personal belongings from their room and the common area. Lessee is responsible is responsible for cleaning their room to include dusting, vacuuming, sweeping and carpet cleaning. All trash will be placed in a large dumpster. **A minimum of $100** will be charged to Lessee to clean and remove garbage left in room plus the cost of cleaning the room plus any repairs needed to be made. If Lessee has not vacated the premises by the agreed upon time, a fine of $25 will be levied each day until complete check out takes place. Upon moving out, it will be mandatory that a House Corporation representative review the room being vacated and failure to do so will result in the loss of the entire security deposit.
66. **Lessor reserves the right to revise the House Rules and Regulations at any time and from time to time as needed.**

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **It is understood that all violations which result in fines regarding the Common Area will be borne by those residents living in the Chapter House if no one individual (s) take responsibility for their actions resulting in the fine. Individual fines for individual acts will be levied accordingly. It is also understood that in the event the House Corporation deems that a destructive act was committed deliberately, the Lessee committing the act will be given a 48-hour eviction notice with the Lessee paying all legal and other costs necessary if vacating of premises is not done within that same period of time.**

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **VIOLATION OF LEASE TERMS:** If the rent herein provided for shall at any time be arrears or unpaid by Lessee or Guarantor or if the Lessee should violate or fail to perform any of the covenants, terms and conditions contained in this lease, this shall constitute a default and a forfeiture of any and all rights of the Lessee under this lease and further occupancy of said leased premises after such forfeiture shall be deemed and taken to be forcible detainer of such premises by such Lessee and will subject Lessee to an action by Lessor for forcible entry and detainer.
2. **WAIVER:** One of more waivers of any covenants or conditions by Lessor shall not be construed as a waiver of an subsequent breach of the same covenant or condition and the consent or approval by Lessor to or of any act by Lessee requiring Lessor’s consent or approval shall not be deemed to waiver or render unnecessary Lessor’s consent or approval to or of any subsequent similar act by Lessee.
3. **CLEANING AND CHARGES:** Lessee will be charged a general cleaning fee of $50 per hour if it is necessary for Lessor to clean windows, baths, kitchen, floors, walls of the leased premises upon Lessee’s departure and does not include items listed under standard deductions. All cleaning of common areas will be assessed on a pro rata basis.
4. **REPORTING OF REPAIRS:** Lessee convenants and agrees to develop a summary of needed repairs on an ongoing basis and to present same to Lessor as they are available. This summary is to be made available to the Lessor upon request and will include the date(s) the needed repairs are reported to the Lessor.
5. **LATE FEES:** Lessee will be charged a late fee of $25 if the semester rent installments is in arrears subsequent to a 5-days grace period following the due date of said semester installments and shall continue at $5 per day until the entire semester rent installment and all late fees are paid in full.

Lessee will be charged a fee of $25 for any check presented to Lessor which is dishonored and shall immediately pay, in U. S. currency or money order, such dishonored check fee along with the full amount of the dishonored check (no replacement checks will be accepted). In addition, the provisions of this paragraph concerning late payment will be applicable until such time as the returned check is paid in full as provided herein. These provisions are not in lieu of any other legal remedies available to Lessor or Lessor’s agent or nonpayment or late payment of rent by Lessee. Initial: \_\_\_\_\_\_\_\_

1. **LAWFUL USE: Lessee shall use Premises in a lawful manner; thus, Lessee shall not permit violations of any laws including those pertaining to alcohol or drugs. Lessee shall not permit anyone younger than 21 years of age to possess or consume alcohol on the Premises. Lessee shall not serve alcohol on the Premises to anyone younger than 21 years of age. Lessee shall use the Premises as a residential dwelling; thus, Lessee shall not disturb nor annoy other residents of the community or the neighborhood. Lessee shall not cause nor maintain any dangerous, noxious or offensive activity which might constitute a nuisance to others.**
2. **ABANDONMENT OF THE PREMISES:** If Lessee shall at any time vacate or abandon said premises and leave any goods or chattels in, upon, or about the premises for a period of fifteen (15) days after such vacation or abandonment or after the termination of the Lessee’s lease in any manner whatsoever, then the Lessor shall have the right to sell all or any part of said goods and chattels at public or private sale without notice to the Lessee, all notice required by statute or otherwise being hereby expressly waived and to apply the proceeds of such sale first to the payment of all costs and expenses of conducting the sale or caring for or storing chattels and second, to apply the balance to any indebtedness due Lessor from Lessee, and third, to deliver to the Lessee any surplus on demand in writing. The Lessor is hereby authorized but under no obligation to store such property of the Lessee in any warehouse or other place at the expense of and for the account of Lessee.
3. **DAMAGE OR DESTRUCTION OF PREMISES:** Should fire or any Act of God damage said premises so as to make them untenable, this lease shall become null and void and all rights and obligations of all parties thereunder shall be extinguished.
4. **LESSOR’S RIGHT TO MAKE FURTHER RULES:** **The Lessor or his agent shall have the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be needed for the safety, care and cleanliness of the premises and for the preservation of good order therein and the same to be kept and observed by the Lessee, Lessee’s family, visitors, guests, clerks, licensees, servants and agents. Lessor shall not be responsible for the nonobservance or failure of any Lessee to observe these rules and regulations. Changes or additions may be made at any time and are binding upon the Lessee upon sending of written notice of such. Initial: \_\_\_\_\_\_\_\_\_\_**

**U.** **PERSONAL PROPERTY/STORAGE:** **During the term of this contract, Lessee may store a reasonable quantity of his personal property in designated storage areas within the House (but never in the basement) at the Lessor’s discretion and can enter the storage areas by getting either the House Manager or Maintenance Man to open the designated storage areas. Lessor shall have the exclusive right to dispose of said personal property at Lessee’s cost (minimum of $100 for disposal charges) with no obligation to compensate Lessee for the disposed-of property. Except as otherwise provided herein, Lessee is prohibited from leaving any personal property in any common area of the Chapter House or, except for bicycles and automobiles properly registered and parked outside in the immediate vicinity of the Chapter House.**

**V, PARTIES BOUND:** The covenants, conditions and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors and assigns.

1. **EXECUTION PAGE:** The Lessee and Guarantor have read and understand the terms herein and intend to become legally bound upon the execution of this Lease Agreement by signature of the Lessee and Guarantor upon the execution page. Upon Lessor’s receipt of said signed execution page and returning a copy of the same to Lessee and Guarantor.