



OGLETHORPE

UNIVERSITY

Greek House Lease Agreement

THIS AGREEMENT made this # day of 2014 by and between Oglethorpe University and FRATERNITY , CHAPTER Chapter.

IN CONSIDERATION of Oglethorpe University owning and operating Greek Houses on campus and assigning one of those facilities for the use of FRATERNITY , CHAPTER , a fraternity/sorority chartered at the University by its National Organization, the undersigned representative (s) of HOUSING CORPORATION NAME , the official House Corporation/Alumni Advisory Group for said fraternity/sorority chapter agrees to the following terms and conditions:

House Corporation/Alumni Advisory Group Terms and Conditions

1. To advise and oversee, insofar as practical, said fraternity/sorority on management and financial matters concerning the operation of the house.
2. To assist said fraternity/sorority to establish reserves, solicit donations, and raise funds for the following purposes; to provide financial support for the chapter, to furnish and equip the social/utility spaces in the house, to maintain and protect the furnishings and equipment and to satisfy debts or obligations incurred by the chapter.
3. To achieve full occupancy (either 4 singles or 8 doubles or a combination of both) during the fall and spring semesters.
4. To assist the chapter in providing payment for any empty rooms/unfilled bed spaces during the fall and spring semesters. All charges for unfilled bed spaces must be paid by the chapter by the end of the term during which the vacancy existed.
5. By March 1, the University will inform the House Corporations/Alumni Advisory Group of the charges for keeping the house open during the summer. The House Corporation/Alumni Advisory Group will consult with the undergraduate members to determine if there is enough interest to have the house open. By April 1, the House Corporation/Alumni Advisory Group will inform the University if the house will be open for the summer and, if so, who will live in the house. The House Corporation/Alumni Advisory Group will also inform the University how much each individual will be charged. For example, if the summer rent for the house is \$12,000, and four residents live in the house, then each resident will pay \$3,000. For summer rent, the University will bill the students directly (not the Housing Corporation/Alumni Advisory Group).
6. Each house may not be open or occupied by said fraternity/sorority during the summer and will be maintained and utilized at the discretion of the university and in consultation with the

Housing Corporation/Alumni Advisory Group, unless the said fraternity/sorority decides to keep the house open and pays rent during the summer.

7. The residence halls and Greek houses are closed during Winter break. Some athletic teams, however, need to return to campus early for practice and games. If any of these student athletes live in Greek housing, they will be allowed back into the house as required and approved by the Athletic Director, Dean of Students, and Director of Residence Life. Other students, however, are not allowed to return to the houses until they officially reopen. In the event athletes have to move in early, the house manager is encouraged to move in early as well.
8. To carry a general liability insurance policy on the property of \$1,000,000.00 minimum per occurrence, provide a Certificate of Insurance to the University evidencing same, and carry Oglethorpe University as an additional insured under the insurance policies covering the property.
9. In the case that a House Corporation dissolves, the University will work with the alumni and National office to form a new House Corporation. In the interim, the University, through the Office of Campus Life, will conduct the administration of the house.
10. To require the chapter to comply with its national organization's risk management policies and procedures. A copy of each organization's policies should be on file with the Campus Life office.
11. To establish a procedure for providing prompt notice (within 24 hours) to Oglethorpe University, the national office, and insurers of any accident resulting in bodily injury or property damage; to report all serious incidents (pranks, thefts, illness, etc.) or acts of vandalism to the house or furnishings to the University.
12. To assist the chapter in providing for payment or reimbursement to Oglethorpe University (not otherwise collected from the damage deposits of residents) for any damage to the property including damage or loss of equipment and furnishings belonging to the University that is caused by fraternity/sorority members, their guests, or invitees; to request permission from Oglethorpe University before making any repairs, alterations or additions in or to the property; to provide for the payment of a surcharge at the end of each annual rental year for an excessive use of utilities in the house (excessive is defined as 20% higher than the average costs of all Greek Houses). The University shall provide notification of excessive use.
13. To oversee the use of the property to ensure that it is used as a fraternity/sorority chapter house to accommodate active members as residents and to carry out recruitment, social, meeting and programming activities; to prohibit any unlawful use of the property that would be in violation of local, state or federal laws and ordinances; to require that members, pledges, and guests conform to all University rules and regulations and to the rules promulgated by the Interfraternity Council/Panhellenic Council; to advise the officers and members of the fraternity/sorority of the terms and conditions of this Agreement and require their compliance with all the obligations imposed on the chapter by said terms and conditions.
14. To not allow any additions, renovations, wiring, or any other structural or mechanical/electrical changes to the house without a formal proposal made to the University in writing, and the University approval given in writing.
15. To provide Oglethorpe University prompt notice of intention to terminate this agreement should the fraternity/sorority chapter decide to become inactive, be subject to suspension of its charter or recognition, or otherwise be unable to meet the commitments under this agreement; such notice must be made in writing to the University by April 1 of a given year to be relieved of the terms of the Agreement and rental obligations for the following academic year that begins with the fall semester; all rental obligations and applicable terms and conditions of this Agreement shall remain in force until the termination period is completed.

16. To vacate the property at the expiration or prior termination of the Agreement, or upon eviction of the fraternity/sorority from the premises for cause (as a result of a disciplinary sanction or material breach of the Agreement), in as good condition as received, exception reasonable wear and tear based on the standards of all residential areas.
17. To provide to the University annually, and as changes occur, a current list of the names, addresses, and phone numbers of the officers and members of the House Corporation/Alumni Advisory Group.
18. To provide a safe and clean environment, the Greek houses will be closed completely during the summer term of each academic year, unless the said fraternity/sorority decides to keep the house open and pays rent during the summer. During this time, all residents must move their belongings out of the house; the common room furniture may remain. Additionally, the houses will be closed between the fall and spring semesters, but the residents will not be expected to move out all of their belongings.
19. The houses may open for the fall semester on the Saturday after the freshmen come to campus in the fall and the Sunday before classes begin in the spring, unless earlier arrival is requested and approved by the Office of Residence Life.

University Terms and Conditions

The foregoing terms and conditions agreed to by the House Corporation/Alumni Advisory Group and undergraduate chapter are based on the following specifications, obligations, and provisions agreed to by Oglethorpe University:

20. The University owns and operates the land and improvements "thereon located."
21. The University will provide utilities; provide maintenance services, housekeeping services, upkeep of grounds, and pest control like that provided for the campus residence halls; furnish the kitchen appliances (refrigerator, stove/oven and dishwasher), bedroom furniture (beds, desks, dresser drawers, and chairs), and bedroom window coverings.
22. The annual rental revenues are to be collected by or paid to Oglethorpe University; the annual rental year is determined by the academic calendar and generally to begin with the fall semester and conclude at the end of the summer months; any rental adjustment for future years shall be in line with the increase applied to all campus residence halls.
23. The fraternity/sorority shall keep the house occupied by fraternity/sorority students to include a designated House Manager with the responsibility to serve as Liaison to the Campus Life and Housing offices; to reside in the house for the fall and spring semesters; each designated resident shall be required to complete a housing application and sign a rental agreement with the University Residence Life Office; Greek House residents shall be billed by the University for rental charges along with tuition and other fees; residents of the Greek Houses shall be treated the same as residence hall students for Financial Aid award considerations.
24. A Greek Senior Resident Assistant (SRA) will be responsible for working with the House Managers on maintaining a safe and clean living environment and enforcing university rules and regulations on Greek Row. The Greek SRA will work directly with Residence Life, Greek Affairs, and House Managers on facility maintenance, programming, and community building for Greek Row.
25. Revenue generated from the rental of the house during the summer will be used for facility maintenance, upkeep, improvements, and renovations of the house as determined by the university, in consultation with the Housing Corporation/Alumni Advisory Group.
26. The University shall reserve the right, but not assume the obligation, for duly authorized personnel to enter and inspect the premises at appropriate times to investigate complaints,

enforce University regulations, or respond to emergencies for reasons of health, security, safety or repair.

27. All notices and communications to Oglethorpe University pertaining to this Agreement shall be directed to the Vice President of Campus Life and Dean of Students or his/her designated representative; such communiqués from the University to the House Corporation/Alumni Advisory Group shall be directed to the representative(s) of record and to the current fraternity/sorority chapter president.
28. This Agreement may be amended by the University at any time in writing and given proper notification of any changes; all parties hereby agree to at all time act in good faith in performing the duties, meeting the obligations, and enforcing the provisions of this Agreement.
29. The terms of this Agreement shall be for 5 year(s), subject to the termination provisions contained in this agreement; renewal of the Agreement shall thereafter be on a year to year basis.
30. Two documents will be attached to the lease and updated each year: one document will include the rent schedule and meal plan costs; the second document will include the schedule of opening and closing dates for the houses. In addition, documents pertaining to the damage policy and housing documentations will also be attached.

Oglethorpe University

By:

Title:

Date:

**House Corporation/Alumni
Advisory Group**

By:

Title:

Date:

House Manager

By:

Title:

Date:

Signatures and Members of the Housing Corporation/Alumni Advisory Group

NAME	ADDRESS	PHONE #	EMAIL
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