

THE PURDUE DELTA CHI ALUMNI BOARD OF TRUSTEES LEASE
501 Russell Street, West Lafayette, IN 47906

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, The Purdue Delta Chi Alumni Board of Trustees, shall be referred to as "OWNER" and Tenant(s)/Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease a room from OWNER for use solely as student housing in the premises located at Purdue University in West Lafayette, IN.

1. **TERMS:** RESIDENT agrees to pay the Delta Chi House Corporation a payment of \$ _____ for room # _____ for the Spring Semester of Purdue University's 2020-2021 academic school year with a move-in date no earlier than January 7th, 2021 and with a move-out date no later than May 10, 2021. One (1) payment due 01/07/21.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows: to the Purdue Delta Chi Board of Trustees, 212 Manchester Drive, Zionsville, IN 46077. All payments are to be made by check or money order and cash shall be acceptable. A Security Deposit of \$500.00 is due upon execution of the Lease.

3. **SECURITY DEPOSITS:** The total of the above deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 45 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 45 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **UTILITIES:** OWNER will pay utilities as defined as water, sewage, trash service, internet, electricity, and gas.

5. **FOOD SERVICE:** Food Service will be provided to RESIDENT per the Purdue University Academic Calendar. Food Service will be provided during the in-class (face-to-face instruction) period of each semester. Service will consist of 7 continental breakfasts (grab and go), 7 hot lunches and 7 hot dinners, Sunday - Saturday.

6. **HOUSEKEEPING:** Housekeeping is included in the lease payment. Housekeeping is identified as commercial cleaning of the common areas of the property including the entrance, foyer, formal living room, 1st floor study room, halls, dining room, bathrooms and basement areas of the 501 Russell Street property. The OWNER shall not provide commercial cleaning or housekeeping services for a RESIDENT'S assigned room.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, or liquid filled fish tanks, science experiments, storage containers or receptacles are permitted.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles. RESIDENT is hereby assigned or permitted to park only in the following area or space _____. The parking fee for this space is \$400/year. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **QUIET ENJOYMENT:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, are all clean, and in good satisfactory condition. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

15. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

16. **TERMINATION:** Termination of the agreement is no later than May 10, ²⁰²¹. The premises shall be considered vacated when they are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

17. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENT on the agreed date, because of the loss or destruction of the residence or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full.

18. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, COVID-19, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

19. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment.

20. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

21. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **KEYS (Room and Entrance Keycard):** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: ___ Keys #of keys ____ Keycard Assigned: (Yes/No)

25. **FURNITURE:** RESIDENT furniture: RESIDENT is allowed to bring furniture into the Delta Chi property and may consist of a single bed (bunk, queen or king beds are **not** allowed), chairs, futons, sofas less than 72 inches, desks, book shelves, desk chairs, side tables and lamps.

26. **LAUNDRY FACILITIES:** RESIDENT acknowledges that the laundry facilities are intended for the use of RESIDENT. There is no fee for using the laundry machines. Guests of the RESIDENT are not permitted to use the laundry facilities.

27. **SMOKE FREE FACILITY:** RESIDENT acknowledges that the facility/property at 501 Russell Street (the Delta Chi Chapter House) is smoke free. Smoke-free areas include the exterior grounds, interior rooms, entrances, exits and parking lots. Smoke-free shall be defined as no smoking or use of cigarettes, cigars, e-cigarettes, vapes, and vaping in any form at 501 Russell Street, West Lafayette, IN 47906.

28. **ILLEGAL DRUGS:** RESIDENT acknowledges that illegal drugs, as defined by Indiana or Federal Law are not permitted in the 501 Russell Street facility or on alumni/board owned property including the parking lots to the north and west of the fraternity chapter house. Possession or use of illegal drugs in the fraternity chapter house or on alumni/board owned property will immediately *terminate* the LEASE with a zero-dollar refund.

29. **ELECTRONICS ALLOWED:** RESIDENT acknowledges that computers, radios, 1 mini-fridge (no larger than 3.3 square feet), clocks, device chargers, television (must be free standing - no wall mount; private internet-based TV service required for use), X-box and needed computer monitors are the only permitted electronic devices allowed in the study rooms. **Use power strips and UPC devices only – no extension cord use is allowed.**

30. **ELECTRONICS NOT ALLOWED:** RESIDENT acknowledges that sandwich makers, grills, coffee makers, hot plates, microwave ovens, toasters, and any cooking appliance of any kind are NOT permitted to be in the RESIDENT rooms or hallways and are prohibited by the Fire Marshall. Candles and halogen lighting are prohibited by the Fire Marshall. Any alteration to the lighting and/or electrical switches within the building is prohibited.

31. **COOKING EQUIPMENT:** The OWNER shall provide to the RESIDENT a toaster, coffee machine, microwave oven(s), and miscellaneous cooking equipment for the RESIDENT'S use in the serving/dining area of the facility.

32. **RELEASE OF LIABILITY:** It is understood by RESIDENT that they are renting space with the knowledge that they are renting space with another person in the same room from OWNER. RESIDENT hereby waives, releases and forever discharges the OWNER and all its current and past board members, employees, and contractors and all other entities related to, without limitation, exception, or reservation all liability, action, claims, demands, or lawsuits in connection with the OWNER.

33. **LEASE:** This LEASE shall be governed and interpreted in accordance with the laws of the State of Indiana, county of Tippecanoe in the city of Lafayette. If any provision of this Lease shall be determined invalid or unenforceable under applicable law, such provision shall, insofar as possible be construed or applied in such manner as will permit enforcement; otherwise, the lease shall be construed as if such provision had never been made a part thereof.

34. **GUARANTOR:** GUARANTOR guarantees the lease payment, security deposit and parking lot rental fee. GUARANTOR understands that payment is for the duration/length of the lease regardless if RESIDENT is not living within the facility. GUARANTOR also agrees to pay for any repairs or damages caused to said rental property for which said RESIDENT is responsible. GUARANTOR guarantees to OWNER to pay for any repairs or damages to common areas of 501 Russell Street caused by guests of RESIDENT or invitees of the RESIDENT or any person under the control of the RESIDENT. A copy of the GUARANTOR'S driver's license is required to be kept on file with this lease.

35. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

36. **JOINTLY AND SEVERALLY:** The undersigned RESIDENT & GUARANTOR are jointly and severally responsible and liable for all obligations under this agreement.

37. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 212 Manchester Drive, Zionsville, IN 46077.

38. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

39. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understand this Agreement and hereby acknowledge receipt of a copy of this lease.

RESIDENT'S Name (Please Print): _____

RESIDENT'S Signature _____

RESIDENT'S Home Address: _____

RESIDENT'S Purdue University ID Number: _____

RESIDENT'S Social Security Number: _____ (REQUIRED)

RESIDENT'S Driver's License Number and State of Issuance: _____

Date _____

GUARANTOR'S Name (Please Print): _____

GUARANTOR'S Signature _____

GUARANTOR'S Home Address: _____

GUARANTOR'S Social Security Number: _____ (REQUIRED)

GUARANTOR'S Driver's License Number and State of Issuance: _____

Date _____

OWNER'S or Agent's Signature _____

Date _____