

NOTICE

This LEASE AGREEMENT is a LEGALLY BINDING CONTRACT. Upon completion and signature, you will become obligated to make all payments as set forth herein. Failure to comply with the Agreement may result in collection proceedings, legal action, and/or the loss of fraternity privileges and membership. **DO NOT SIGN UNTIL YOU READ THE AGREEMENT AND UNDERSTAND THE TERMS THEREIN.**

LEASE AGREEMENT

THIS LEASE is made by and between _____ hereinafter called "Tenant" and _____ the Zeta Beta Tau Fraternity hereinafter called "Landlord" for Room Number _____ located at 4626 21st Ave NE, Seattle WA 98105 (Fraternity House).

Term. The term of this lease begins on _____, 2014, and terminates on _____, 20____. The tenant understands and agrees that residency in the fraternity house is limited to members in good standing with the Fraternity who are regularly enrolled students at the University. If the Individual named above fails to comply with this Agreement or his status as a member of the Fraternity or regularly enrolled student terminates for any reason, this Agreement may be terminated and they must vacate the premise with in 10 days.

Landlord shall assign Tenant to a room in the Fraternity House at the beginning of the term of this lease; Landlord shall have the right to move Tenant to similar accommodations within the Fraternity House. The Tenant shall be permitted to use the public areas of the fraternity house and to invite and host guests at the fraternity house; provided that all guests shall be subject to and abide by the terms of this Contract to the same extent as the Tenant, the Tenant shall take all steps necessary to assure that his guests abide by this Agreement and the Tenant shall be financially responsible for any claims, damages, losses, expenses or liabilities arising out of the acts or omissions of his guests.

Rent. The amount set forth to live at the Fraternity House and have meals when offered is \$2850.00 per quarter.

Security Deposit. The tenant shall pay to the Fraternity upon execution of this Agreement a security deposit in the amount of \$750.00. The deposit may be applied to remedy any default of the Tenant under the terms and conditions of this Agreement and shall be refunded upon the Tenant's full performance of his obligations under this Agreement.

Landlord's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Tenant's forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon the following:

- a) Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, less wear and tear from normal usage.
- b) Tenant shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Landlord.

c) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$ 50 per hour, excepting labor performed by parties other than Landlord, which shall be assessed at its actual cost.

Care of Property. The Tenant shall take good care of the fraternity house and its furniture, furnishings and equipment, shall keep them in a neat, clean and orderly condition, shall suffer and permit no waste to be committed in or upon them, and shall make no alterations or additions to the premises without the prior written consent of the Landlord. The Landlord may charge the Tenant for any special services provided, or any special costs incurred, in connection with the Tenant's use or misuse of the fraternity house. Upon the expiration or other termination of this Agreement, the Tenant shall promptly upon request of the Landlord remove his personal property from the fraternity house and shall peaceably surrender possession of the premises and property in clean condition and good repair, ordinary wear and tear resulting from careful usage alone excepted. After surrender of possession by the Tenant, the Landlord shall have the right to dispose of any personal property left by the Tenant in or on the fraternity house premises, and the Landlord shall not be responsible to the Tenant to account for the disposition of such property. Landlord may charge a disposal fee for removal of property. The Tenant shall not affix any items to the doors of his room. The Tenant shall not drive any nails or screws into the woodwork, walls, or ceilings of his room and shall be responsible for any damage caused by items affixed thereto.

Condition of Premises. Prior to occupancy Tenant will examine the room, including the furnishings, and Tenant agrees that upon the expiration or termination of this lease Tenant will peacefully surrender possession of the premises and the furnishings to Landlord in as good condition as they are at the beginning of the term of this lease, normal wear and tear excepted. Tenant further agrees to take good care of the premises, including the furnishings, and the common areas of the house, to permit and suffer no waste to be committed in the premises, and to make no changes or alterations to the premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs required to be made to the premises, including the furnishings, and the property, resulting from the misuse, neglect, carelessness, misconduct, or fault of Tenant or Tenant's guests. If any part of the common areas of the house is damaged from misuse, neglect, carelessness, or misconduct, the cost of repairs shall be paid by all tenants residing within the area of the damaged common area if the responsible party cannot be ascertained by the Landlord and if in the reasonable control of such tenants.

Rules. The Tenant and his guests shall, in addition to complying with the provisions of this Agreement agrees to, observe the following rules: (a) no animals or pets whatsoever shall be brought or kept on the fraternity house property, (b) access to or use of the roof is prohibited, (c) tampering with or disabling any life safety system or device is prohibited, (d) flammables, bicycles and motorcycles shall be stored outside in designated areas, (e) the use of burning candles in the fraternity house is prohibited, and (f) the use of illegal substances is prohibited on the fraternity house property. In addition tenant must follow all the rules of membership to the Fraternity. Tenant agrees to participate in cleaning of common areas and ground of the fraternity house on a regular basis.

Default. In the event the Tenant is in default under this lease, Landlord shall have the right to terminate this lease and Tenant shall peacefully surrender the premises to the Landlord. The Landlord may, without formal demand or further notice of any kind, reenter the premises and repossess it therefrom without being liable for any damages therefor. No such termination of this lease by Landlord shall relieve Tenant of Tenant's liability and obligations under this lease and such liability and obligation shall survive any such termination. Even in default the Tenant shall remain liable to Landlord for the rent above. Default on the part of Tenant shall include, but is not limited to, the following:

- A. Maintaining a nuisance within the premises;
- B. Disorderly or illegal behavior on the part of Tenant or Tenant's guests;

- C. Keeping any handguns, firearms or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the premises.
- D. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;
- E. Violation of any of the local, state, or federal laws or rules and regulations made by Landlord and/or the university; and
- F. Violation of any of the covenants or conditions of this lease.
- G. Violation of any chapter bylaws and/or Bylaws and Administrative Policies and Procedures of the national Fraternity.
- H. Loss of Tenant's status as an undergraduate member or pledge of Zeta Beta Tau as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures.
- I. Violation of the Fraternity's "Statement on Chapter & Individual Responsibility."

Right of Entry. Landlord and/or its agents shall have the right to enter the room at all reasonable and necessary times without notice to inspect the room as well as any personal property for any reasonable purpose. It is further agreed that any locking devices or impediments to such a search shall be readily opened by the Tenant.

Liability and Indemnity. The Landlord shall not be liable for injury, loss or damage to person or property occurring within the premises or property. Tenant assumes all risk of loss or damage of Tenant's property within the property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant in the property. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any person or persons for loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant, his agents or guests, in or in connection with the use and/or occupancy of the premises by Tenant.

Damage or Destruction of Premises. If, in the option of Landlord, the premises or property should become untenable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this lease, or move Tenant to similar accommodations within the property and repair and restore the premises or property. In the event of such damage or destruction to the premises or property without the fault of Tenant, his agents or guests, Tenant's obligation to pay rent hereunder shall be abated only if Landlord terminates this lease, or does not furnish Tenant similar accommodations within the property.

Assignment. Tenant shall not assign this lease nor sublet the whole or any part of the premises without the prior written consent of Landlord. Subject to the foregoing, all of the terms, provisions, covenants and conditions of this lease shall bind and insure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

Attorney's Fees. Tenant agrees to pay Landlord's attorney's fees and court costs in any action relating to this lease in which Landlord prevails.

Tenant: _____

Landlord: _____
(Brother of Zeta Beta Tau)

Date: _____