

### 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, university check listing, and/or the loss of fraternity privileges and membership. Please do not sign this until you have read the agreement and understand the terms therein.

### Lease Agreement

This lease agreement is made by and between \_\_\_\_\_ of

\_\_\_\_\_  
(Permanent Address)

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(City)

(State)

(Zip Code)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Social Security #)

\_\_\_\_\_  
(Drivers License #)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(E-Mail Address)

hereinafter referred to as "Tenant", and California Alpha Sig Ep AVC, Inc., a California nonprofit corporation, hereinafter referred to as "Landlord," whose mailing address is:

\_\_\_\_\_.

### Witnessed

That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. **Description**

Landlord does hereby lease to the Tenant and Tenant leases from the Landlord, a room in the Sigma Phi Epsilon Fraternity Chapter House at 2739 Channing Way, Berkeley, California, hereinafter called "room," to be used by Tenant for residential/educational purposes only. Tenant is also entitled to make reasonable use of the common areas of the Fraternity Chapter House, subject to the California Alpha Membership Agreement and House Rules.

2. **Term**

The term of this lease begins on June 1, 2013, and shall terminate on May 31, 2014, unless sooner terminated as hereinafter provided. Landlord shall ensure the Tenant is provided a room in the

Fraternity Chapter House at the beginning of the term of the lease; Landlord shall have the right to move Tenant to similar accommodations within the Fraternity Chapter House, as needs arise.

3. **Rent**

Tenant agrees to pay Landlord, or its designated agent, rent and security deposit, without demand or set-off, in the following manner and in the following sums:

- a. A security deposit totaling \$\_\_\_\_\_ is payable at the signing of this lease;

*The Security Deposit shall be held by Landlord to ensure performance under this lease agreement. Any damages to the Tenant's room or the facility's common areas will be charged against the Tenant's Security Deposit. Deposits will be returned at the expiration of this lease and once the property has been inspected.*

b. Rent shall be due and payable in equal monthly installments of \$\_\_\_\_\_, and shall be received by Landlord no less than one week before the start of the month (e.g., the rent for June 2012 shall be due and must be received by landlord no later than May 25, 2012). It shall be the responsibility of Tenant to ensure that Tenant's rent is received timely by Landlord, and Tenant acknowledges that time of rent payment is of the essence and agrees to pay a late fee of \$150 per month if any payment is received after the above referenced due dates. Tenant further agrees to pay a \$50 service fee for all returned checks.

ALL CHECKS SHALL BE MADE PAYABLE TO the Sigma Phi Epsilon Cal Alpha Housing, and hand-delivered to the undergraduate Vice President of Finance (or his designee). Tenant shall be entitled to a written receipt of payment.

4. **Right of Entry**

Landlord and/or its agent shall have the right to enter the room by pass key or otherwise at all reasonable and necessary times without notice to inspect the room and its contents for any reasonable purpose. It is further agreed that any room locking devices shall be issued by the Landlord.

5. **Default By Tenant**

In the event the Tenant is in default under the 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, re-enter the premises and repossess it without being liable for any damages therefore. No such termination of this lease by Landlord shall relieve Tenant of tenant's liability and obligations under this lease and such liability and obligations shall survive any such termination. The Tenant shall remain liable to Landlord for the rents and damages stated in Paragraph Three (3). Landlord will not be responsible for any of Tenant's property left or abandoned upon the premises. Default on the part of Tenant shall include, but is not limited to, the following:

- a. Delinquency in the due and punctual payment of any rent or other payment required hereunder for more than thirteen (13) days after the date such payment is due;
- b. Maintaining a nuisance within the premises;

- c. Disorderly or illegal behavior on the part of Tenant or Tenant's guests;
- d. Keeping any handguns, firearms or weapons of any type, or any explosive, flammable or any extra-hazardous substances, or any article or thing of a dangerous nature to others on the premises;
- e. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;
- f. Violations of any of the local, state, or federal laws or rules and regulations made by Landlord and/or the university; and
- g. Violation of any Chapter bylaws, house rules and/or Bylaws and Administrative Policies and Procedures of the Grand Chapter of the Sigma Phi Epsilon Fraternity;
- h. Loss of Tenant's status as an undergraduate member of the Sigma Phi Epsilon Fraternity as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures;
- i. Willful or wanton destruction of Landlord property, criminal offenses or acts of moral turpitude;
- j. Violations of the California Alpha Membership Agreement and/or Alcohol and Substance-Free Policy.

6. **Default by Landlord**

Any default by Landlord under the master lease it has executed with Lambda of Kappa Delta Rho, Inc., the owner of the property, shall automatically, without any notice being required, result in a termination of this Lease, and Tenant hereby acknowledges that they shall be required to immediately vacate the Premises with no right to possession whatsoever.

7. **Liability and Indemnity**

The Landlord shall not be liable for injury, loss or damage to person or property occurring within the premises or upon the property. Tenant assumes all risk of loss or damage of Tenant's property within the premises caused by water leakage, fire, windstorm, explosion, Acts of God, or by the act or omission of any other tenant on 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.

8. **Damage or Destruction of Premises**

If in the opinion of the Landlord, the premises or property should become untenable during the term hereof because of damage 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 whether the fault of Tenant, his agent 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.

9. **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 terms of the terms, provisions, covenants

and conditions of this lease shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

10. **Furnishings**

Each tenant will be required to provide their own bed/mattress, desk, desk chair, and armoire or dresser.

11. **Conditions of Premises**

Prior to occupancy, Tenant will examine the premises, 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, with normal wear and tear excepted. Tenant further agrees to take good care of the premises, including the furnishings, and the common areas of the Chapter House, not to permit or allow waste to be discarded on the premises, and to make no alterations to the premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs, including the furnishings, resulting from misuse, neglect, carelessness, misconduct, or fault of Tenant or Tenant's guests. If any part of the common areas of the Chapter House are so damaged, the cost of repairs shall be paid by all tenants, on a prorated basis, if the responsible party cannot be ascertained by the Landlord and damages collected from the responsible party.

12. **Pets**

Pets will not be permitted in the Fraternity Chapter House.

13. **Right of Refusal**

Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever provided; however, such refusal shall not be based on Tenant's race, religion, national origin, sexual orientation or any other unlawful basis. In the event of a refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid room/board fees.

14. **Non-Occupancy by Tenant**

If the Tenant decides not to occupy the Room for the entire term specified herein for any reason, Landlord is nonetheless entitled to the full amount stated herein under Section 3 RENT.

15. **Collection and Attorneys Fees**

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

16. **Right of Re-entry**

If Tenant abandons the premises or vacates the same without notice, or upon Tenant's default and failure to cure, then Landlord may re-enter the premises and consider any of Tenant's personal property left therein to have been abandoned. Landlord may then dispose of all such personal property in any manner Landlord deems proper and is hereby relieved of any or all liability for doing so. Further, upon expiration of this lease, any of Tenant's property remaining on or in the premises after ten days of expiration of this lease shall be deemed abandoned and disposed of in the same manner as above.

17. **Termination**

Tenant may not terminate this lease prior to May 31, 2014.

18. **Non-Waiver**

Neither a failure by Landlord to exercise any of its options hereunder, nor a failure to enforce its rights or seek its remedies upon any default, nor an acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled, either at law or in equity. No waiver of any right by Landlord under this lease or at law or in equity shall be valid except if it is in writing and signed by Landlord. Tenant may not rely on any waiver, consent, representation or statement by Landlord unless the same is in writing and signed by an authorized representative of California Alpha Sig Ep AVC, Inc.

19. **Notices**

Any payment of rent, notice, exercise of option or election, communication, request or other document or demand required or desired to be given to Landlord or Tenant shall be in writing and shall be deemed given:

a. to Landlord when delivered personally to Landlord or when deposited in the United States mail, first-class, postage prepaid, return receipt requested or delivered by reputable overnight carrier, addressed to Landlord at its address set forth above; and

b. to Tenant when delivered personally to Tenant or when deposited in the United States mail, first-class, postage prepaid, return receipt requested or delivered by reputable overnight carrier, addressed to Tenant at its address set forth at the beginning hereof.

Either party may, from time to time, change the address at which such written notices, exercises of options or elections, communications, requests, or other documents or demands are to be mailed, by giving the other party written notice of such changed address.  
by an authorized representative of California Alpha Sig Ep AVC, Inc.

20. **General Provisions**

a. **Headings.** The headings, titles, and subtitles in the Lease have been inserted solely for convenient reference and shall be ignored in its construction.

a. **Entire Agreement.** All negotiations, considerations, representations, and understandings between parties are incorporated in this Lease and may be modified or altered only by agreement in writing between the parties.

b. **Amendment.** No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties.

c. **Interpretation.** All provisions are to be construed as covenants and agreements as

though the words importing such covenants and agreements were used in each section. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associates, partnerships, or individuals, or males or females, shall in all instances be assumed as though in each case fully expressed. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected.

- d.     **Applicable Law.** The laws of the State of California shall govern the validity, performance, and enforcement of this Lease.
  
- e.     **Venue.** If any litigation arises from a dispute between the parties with regard to the validity, performance, and enforcement of this Lease, the parties agree that such litigation shall be filed and conducted only in the courts of Alameda County, California.
  
- f.     **Not Binding Unless Signed.** The submission of the Lease for examination does not constitute an offer to lease. The Lease shall become effective only after signed by both Landlord and Tenant.

TENANT SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_/\_\_/\_\_

LANDLORD:

California Alpha Sig Ep AVC, Inc.

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

Date: \_\_/\_\_/\_\_

WITNESS SIGNATURE:

\_\_\_\_\_

Date: \_\_/\_\_/\_\_

**AGREEMENT OF PERSONAL GUARANTY  
ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT**

**DATED \_\_\_\_\_, 20\_\_ BETWEEN  
California Alpha Sig Ep AVC, Inc. (“LANDLORD”) AND  
\_\_\_\_\_ (“TENANT”)**

The undersigned “Guarantor,” in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the duties and obligations under the Lease Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of \_\_\_\_\_ (TENANT).

**EXECUTED** to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GUARANTOR:**

Signature:

Print Full Name:

ADDRESS:

PHONE NUMBER:

EMAIL: \_\_\_\_\_