

**THETA DEUTERON OF THETA DELTA CHI**  
**USE & OCCUPANCY AGREEMENT**  
**Spring 2008**

AGREEMENT made this 31 day of May, 2008 by and between Theta Delta Chi (the "Fraternity") and Ian Kosmaczewski (the "Boarder") regarding room 001 at the Theta Delta Chi Fraternity House located at 372 Memorial Drive, Cambridge Massachusetts (the "House").

WHEREAS, Boarder has requested that the Fraternity allow Boarder to use and occupy the House pursuant to the terms and provisions of this Agreement from May 30, 2008 to midnight on August 22, 2008; and

WHEREAS, Fraternity has agreed to Boarder's request to so use and occupy the House;

NOW THEREFORE, in consideration of the House and of the mutual covenants of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Fraternity agrees to allow Boarder to non-exclusively use and occupy said House during the aforementioned time period, pursuant to the terms herein. Notwithstanding anything herein contained to the contrary, Boarder's use and occupancy of said House shall be as a tenant-at-sufferance and under no circumstances shall such use and occupation establish a tenancy-at-will nor a tenancy for term; Boarder further agrees that any payments made to the Fraternity pursuant to this Agreement are for use and occupancy and not construed as rental payments or that the Boarder has possession of the House as a tenant-at-will or in any other capacity other than use and occupancy.
2. The use which is allowed to the Boarder under this Agreement is at Boarder's own risk. Boarder shall indemnify and hold harmless Fraternity against loss, cost, damage or injury to person or property, arising or related in any way to the Boarder's use of the House during the term of this Agreement.
3. Upon vacating the House, Boarder shall leave the property in "broom-clean" condition, free of all trash, debris, and personal property of the Boarder.
4. The Boarder shall pay the sum of \$150.00 upon execution of this Agreement to be retained by the Fraternity as a security deposit, and used to repair any damages to the house and furniture caused by the Boarder or the Boarder's guests. The security deposit may also be used to cover any outstanding charges incurred during the term of this Agreement.
5. The Fraternity shall return the security deposit or the appropriate portion thereof to the Boarder within thirty (30) days of the termination of the Boarder's use and occupancy pursuant to this Agreement.
6. In consideration for such services, the Boarder shall pay to the Fraternity the designated amounts according to the following schedule:  
    Payment 1: \$600.00 by June 5<sup>th</sup>, 2008  
    Payment 2: \$600.00 by June 12<sup>th</sup>, 2008
7. If the Boarder fails to pay any sum to the Fraternity when it is due, he or she shall pay such fines or penalties as may be provided by the Fraternity's By-Laws and all costs of collection, including reasonable attorney's fees, which the Fraternity may incur in connection therewith. In addition, the Fraternity or its House Corporation may, without giving him or her credit therefore, discontinue

Boarder Initials: (     )

providing services to the Boarder until he or she has paid the delinquent charges as well as report the unpaid balance to MIT, which may result in a bar to the Boarder's graduation or Fall Term registration. The Fraternity or its House Corporation may terminate this Contract and take possession of the Boarder's accommodations at any time if the Boarder fails to comply with any of the terms and conditions of this Contract. In such event, the Boarder shall be responsible for any loss of revenue sustained by the Fraternity, and the Fraternity, at its option, shall be permitted to retain all sums paid to it hereunder by the Boarder.

8. The Boarder shall be liable for his or her full faithful performance of the terms and conditions of this Contract. If the Boarder is under the age of 18 years, then his or her undersigned parent(s) or legal guardian(s) shall also be jointly and severally liable for the conditions of this Contract.
9. The Fraternity, its House Corporation, the Theta Delta Chi International Fraternity, and their officers, directors, employees, and agents shall not be responsible for any injury, loss, or damage to the Boarder or the Boarder's property resulting from fire, theft, or other cause. The Fraternity or its House Corporation may terminate this Contract if the chapter house becomes uninhabitable by reason of fire, windstorm, or other similar catastrophe.
10. The Boarder acknowledges that any criminal activity such as theft or endangerment of fellow boarders will, if the Fraternity so decides, result in the termination of this Agreement and forfeiture of the security deposit, at which time the Boarder shall immediately vacate the House and possession thereof will be returned to the Fraternity.
11. The Boarder shall not sell or assign this Contract without the prior written consent of the Fraternity and its House Corporation. No modification of this Contract shall be effective unless it is made in writing and is signed by the Boarder, the Fraternity, and its House Corporation.
12. The Boarder shall not sublet his/her room without the written permission of the Fraternity. The Boarder shall notify the Fraternity whom he/she has invited to spend time at the Fraternity. The Boarder shall be responsible for the actions of his/her guests.
13. The Boarder shall be responsible for the actions of all non-Boarders invited into the House by the Boarder ("guests"). Specifically, the Boarder will ensure that all guests comply with the "rules of the House," as set forth in this contract and any cited documents, including the fraternity bylaws and any amendments to this contract. The boarder is expressly forbidden from housing guests on an indefinite basis. The boarder is also forbidden from permitting guests to claim the House as residence for any purpose.
14. The Boarder agrees to comply with the rules of the House as determined by the Fraternity, a copy of which is attached hereto and incorporated herein by reference.
15. The Boarder agrees to help maintain the Fraternity's appearance by spending approximately two hours every other week of the use and occupancy term performing the "house work" assigned to Boarder by the Summer House Manager of the Fraternity.
16. The Boarder shall not have any non-designated house pets in the House.
17. The Boarder shall be given the option to rent an air conditioner from the Fraternity for \$100 the entire summer. The Boarder will also be responsible for paying this fee if they decide to use their own air conditioner.

Boarder Initials: (     )

18. The Boarder shall clean up after himself/herself in the kitchen, laundry room, and all other common areas.
19. The Boarder shall have non-exclusive use of all common living areas within the house including the kitchen and laundry room.
20. This Contract is made with reference to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, in which state it shall be performed by all the parties. Any action arising under the terms and conditions of this Contract may be brought in any local, state, or federal court located in the Commonwealth of Massachusetts, having jurisdiction of the subject matter, and the undersigned parties hereby consent that any such court shall have personal jurisdiction over them with respect to any such action.
21. If in the Fraternity's sole discretion the terms of this Agreement, including but not limited to the rules of the House referred to in Paragraph 14 herein, have been violated, the Fraternity has the right to terminate this Agreement and the Boarder shall immediately vacate the room and no longer be allowed access to the House. The Boarder shall reimburse the Fraternity for any costs and expenses associated with enforcing the Fraternity's rights pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals on the day and year first above written.

FRATERNITY:

BOARDER:

\_\_\_\_\_  
Chris Compean, President

\_\_\_\_\_  
Shuyi Chen, Treasurer

\_\_\_\_\_  
Print Name \_\_\_\_\_

Social Security Number: \_\_\_\_\_

IF APPLICABLE:

Parent/Legal Guardian \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Legal Address: \_\_\_\_\_  
\_\_\_\_\_

Boarder Intitials: (     )