

THETA CHI HOUSING CONTRACT
800 DAVID ROSS RD
WEST LAFAYETTE, IN 47906

THIS AGREEMENT, made this ____ day of _____, 2017, at West Lafayette, Indiana, by and between _____, (“Student”), and the Theta Chi Fraternity of _____ (full name)

Alpha Delta Chapter, Inc., a/k/a/ Alpha Delta of Theta Chi Fraternity, Inc. (“Chapter” or “Fraternity”), and,

WITNESSETH:

WHEREAS, Student is a member of Theta Chi Fraternity and is attending Purdue University, West Lafayette, Indiana; and

WHEREAS, Student desires to reside in the Theta Chi Chapter House, located at 800 David Ross Road, West Lafayette, Indiana, including its building and grounds (“House”), and to be a member of, or be associated with the Fraternity while attending Purdue University; and

WHEREAS, such residency is to be directly related to the Student’s educational services while the Student attends Purdue University; and

WHEREAS, Chapter desires to furnish room, board and other incidental benefits to Student; and

NOW THEREFORE, for and in consideration of the covenants herein contained, it is agreed by the parties as follows:

1. The term of this contract begins on the date listed at the beginning of this contract or the first day of classes of the first semester the student begins living in the House (whichever is earlier) and ends on the last day of the last semester the Student attends Purdue University.
2. Student agrees to live in the House during the fall and spring semesters while Student is attending Purdue University until graduation of the Student from Purdue University, ***unless Student is permitted to move out according to Paragraph 18***. Students participating in Purdue University required co-op or student teaching assignments located more than a 30-minute drive from the House will not be required to live in the House during those assignments.
3. Chapter agrees to provide room and board to Student for the term of this agreement except as provided herein. During regularly scheduled Fall Break, Thanksgiving, Christmas, Spring, and Summer vacations (including Senior Week) of Purdue University, Chapter will close the House and it shall not be available for use by Student. Breakfast will be provided five (5) days per week, lunch will be provided Monday thru Friday, and dinner will be provided Sunday thru Thursday during the term of this agreement except on evening preceding all regularly scheduled Purdue University vacations and during such vacation periods, including Labor Day weekend. Exceptions may be made to the above meals and serving times due to special circumstances. The kitchen will be locked after kitchen crew completes their duties at dinner (typically 7pm).

The kitchen will be opened when the Kitchen Manager arrives the following day. The Kitchen Manager/Cook reserves the right to close the kitchen if the brothers do not keep it cleaned to the Kitchen Manager/Cook's specifications.

4. During the term of this agreement the Student shall familiarize himself with and abide by all federal, state, and local laws, rules, bylaws and/or regulations of Purdue University, of Alpha Delta of Theta Chi Fraternity, and of Theta Chi National Fraternity as such rules and regulations presently exist and as they may be amended or changed from time to time. Any violation thereof by Student may, at the sole discretion of the Chapter or Theta Chi Alumni of Alpha Delta Chapter, Inc. (the "House Corporation"), be considered a breach of this agreement and grounds for immediate eviction of the Student. **Student acknowledges the requirement of meeting the Chapter Academic Standards of a minimum grade point average ("GPA") of 2.70/4.00, cumulative or semester, to be able to move in to the Chapter House in August 2017.**
5. Student is responsible for any and all personal property brought on to the House premises by the Student and/or his visitors and shall purchase and maintain insurance for such property against the risk of loss or damage. The Chapter, its House Corporation, its Foundation, the National Fraternity, and their officers, directors, employees, and agents shall not be responsible for any injury, loss, or damage to the Student or visitor or the Student's or visitor's property resulting from fire, theft, or any other cause. The House shall be used for residential living and Fraternity purposes only and Student shall not engage in any commercial or unlawful operation therein or thereon.
6. ALL STUDENT PAYMENTS SHALL BE PAYABLE TO **THETA CHI** AND SENT TO:

Theta Chi
c/o Velocity Bookkeeping
2200 Cousteau Dr.
West Lafayette, IN 47906
7. Upon execution of this Agreement, **Student shall deposit the sum of one thousand dollars (\$1,000.00) with Chapter**, if not previously held. Said sum shall be held by the Chapter as security for any charges or damages for which the Student may be responsible ("Security Deposit"). If charges are applied to the Student's Security Deposit, the Student is required to bring the Security Deposit balance back to \$1,000.00 within thirty (30) days. The deposit shall be held by the Chapter until the Student ceases to attend Purdue University. The Student may not apply this deposit toward normal house bill charges owed the Chapter. The full deposit less any outstanding charges or damages shall be returned upon the request of the Student within a reasonable period of time after the termination of this Agreement. The student's room key must be turned in to the House Director to receive a Security Deposit refund.
8. Student shall select **one of the following two basic plans** for payment for the benefits received under this Agreement during the 2017-2018 academic year. Payments may not be made in cash.
 - a) Student shall pay Fraternity the sum of eight thousand six hundred dollars (**\$8,600.00 per year**) by paying the sum of four thousand three hundred dollars (**\$4,300.00 each semester**) on or before August 21st for the first semester and December 21st for the second semester; or if payment is not received; or

- b) The Student shall pay Fraternity the sum of one thousand two hundred dollars **(\$1,200.00) per month** on or before the 21st day of each of the following months during the academic year: August, September, October, November, December, January, February and March.

In addition to the above sum, Student shall also pay Fraternity two hundred twenty-five dollars **(\$225)** per semester as a technology fee which provides internet and cable television service to each student room.

Single Room Premium – if a Student seeks to have a single tenant room, they shall pay a premium of fifty percent (50%) of the amounts listed above. Thus, if paying by semester the Student shall pay Six Thousand Four Hundred Fifty Dollars **(\$6,450.00) per semester**. If the Student elects to pay on a monthly basis, the monthly payment amount shall be One Thousand Eight Hundred Dollars **(\$1,800.00) per month**.

Four Semester Live-In Discount – Those Students who have resided in the House for **a minimum of four semesters** and pay by the semester shall be eligible for an additional discount of four hundred dollars **(\$400.00) per semester**.

9. If the Student fails to pay any sum to the Chapter when it is due, he shall pay such fines or penalties as may be provided by the Chapter's rules and regulations, interest on the unpaid sum at the maximum lawful rate of interest, and all costs of collection, including reasonable attorney's fees, which the Chapter may incur in connection therewith. A **minimum late fee** of \$50.00 per month will be charged for any past due payment. If the Student fails to pay an installment of the semester basic charges within thirty (30) days of its due date, the Chapter may, without giving him credit therefore, discontinue providing board and membership benefits to the Student until he has paid the delinquent installment.
10. Any Student who lives outside the House, *after meeting the requirements of Paragraph 18*, while attending Purdue University agrees to pay to the Fraternity the sum of **\$650.00 per year** by paying \$325.00 for each the fall and spring semester within ten days after the first day of that semester's classes. Such charges entitle the Student to a maximum of one meal per week at the House and help reimburse the Chapter for insurance and registration fees. Failure to pay these fees shall result in the Chapter discontinuing membership benefits to the Student until he has paid the delinquent installment.
11. The payment amounts stated in Paragraphs 7, 8, 9, and 10 above may be increased at any time at the discretion of the Chapter. Increases are based upon increases in operating expenses and are first approved by the Housing Corporation.
12. In addition to the charges specified above, the Student shall pay to the Chapter such individual charges as he may incur for optional goods and services furnished by the Chapter, such special assessments and fines as the Chapter may levy upon its members, and such candidate fees, initiation fees, building fund fees, and national dues as are customarily charged or assessed by the Chapter. Such charges, assessments, fines, and fees shall be paid as may be determined by the Chapter. Student shall also be responsible for complying with the Chapter's Risk Management Policy.

13. All payments received by the Fraternity from any member shall first be applied to non-uniform charges which have been billed by the Fraternity. The balance of any such payments shall be applied to the regular uniform assessments.
14. If Student falls more than two (2) months behind in paying the Chapter any charges due, the Student may be brought before the House Corporation Board for a hearing to determine suspension or expulsion of membership while attending Purdue.
15. At the option of the Chapter acting through its House Corporation Board, any student whose membership is suspended or expelled shall be considered in breach of this agreement and shall be evicted from the house. Any student who is evicted, suspended or expelled shall forfeit their Security Deposit.
16. The Student (and his Parent or Guardian, if he is a minor) expressly agrees that at the request of the Fraternity, Purdue University may encumber the records of the Student for failure to pay, when due, all room rental, food charges, and dues that apply uniformly to all members of the Fraternity. (Monies owed to the fraternity for fines, telephone charges and jewelry are examples of costs for which Students may not be encumbered.) The Student (and his Parent or Guardian, if he is a minor) expressly authorizes the University to make the encumbrance with full knowledge that the encumbrance denies the Student access to his transcript of academic records and precludes him from continued enrollment in the University. This encumbrance does not impair or limit the Fraternity from taking legal action with respect to the unpaid obligations for which the encumbrance was made. The encumbrance procedure may not apply to any obligations which may be incurred by the Student after he ceases to be a continuing Student at Purdue University.
17. This Agreement may be terminated as follows:
 - a) This Agreement shall terminate automatically at the conclusion of the term set forth in Paragraph 1 unless terminated as provided herein.
 - b) Any violation of any provision or covenant of this Agreement by Student shall entitle Chapter at its sole discretion to terminate this Agreement by delivering a written notice of such termination to Student. An election by Chapter not to exercise its option shall not preclude or waive the exercise of that option in the event of continuing or subsequent violation.
 - c) Subject to paragraph 18 below, once Student has resided in the House for ***a minimum of four semesters***, Student may terminate this Agreement by giving Chapter sixty (60) days written notice and paying to the Chapter all sums due and owing under this agreement as of the effective date of termination.
18. Once Student has resided in the House for ***a minimum of four semesters***, and at the conclusion of the Spring semester ***only***, Student may be released from the obligation to live in the House during the next school year and to pay the amounts listed in Paragraph 8 provided the House occupancy, in the opinion of the House Corporation, is expected to exceed capacity. If Student moves out of the House ***without being released by the House Corporation*** from his obligation to continue to live in the House, Student shall forfeit his Security Deposit.

19. In the event the House is rendered uninhabitable by fire, explosion, mechanical failure, or other catastrophe, the Student will be directed to move out of the Chapter House until the problem can be corrected and the Chapter shall have no obligations to provide housing.
20. Should Student breach this Agreement in any way, Student shall forfeit the Security Deposit and full room and board for the semester in which the breach took place.
21. Subject to the other terms of this Agreement, upon termination or move out, Student shall receive a refund for any payments for room and board for full months of the academic year during which the Student did not occupy the House. All amounts due Chapter by Student upon termination or move out shall be paid before any refund is issued.
22. Upon termination of this Agreement or move out, Student shall remove any and all of his property from the House. If any such property is left in the House without written consent of Chapter, Chapter may take possession of such property without notice, and may after subtracting the costs of such disposal or sale, apply any proceeds to offset any outstanding obligations due Chapter by Student. Only then shall any remaining proceeds of sale be remitted to Student.
23. The Student shall comply with the following restrictions regarding the use and/or modification of individual student rooms. Theta Chi follows the same rules as the Purdue dorms.

It is the obligation of the student to leave the room in a condition comparable to that when first occupied. Rooms must be clean and free of debris, trash, etc., at the end of each semester. Each room will be inspected at the beginning and end of each semester and the cost of any damages to the room or its furnishings will be assessed to the occupants.

The following general restrictions apply to any new modification to any individual student room.

- a) Only freestanding structures will be allowed in each student room.
- b) Bunk beds are provided for members use in the cold air dorm. If a member decides to provide their own bed, elevated beds, commonly referred to as lofts, may be constructed in student rooms according to the Theta Chi loft policy (copy available upon request) provided they are free standing and not anchored to any wall, ceiling or floor. Lofts may only be located on the outside wall of the room and must be situated so as not to interfere with the flow from the sprinkler system. Lofts cannot be enclosed in any way. Lofts may not exceed 4 feet in width or 7 feet in length. Lofts must have a minimum of 42 inches clear between levels and the top level must be at least 42 inches from the ceiling. It is the responsibility of the student to ensure the structural integrity and stability of the loft structure.
- c) Students shall not place or construct any improvement or furniture that would constitute a fire hazard.
- d) The window, window sill, and window head may not be altered in any way. The base board heating system may not be blocked or altered in any way.
- e) No painting or modification may be done to the room door. Additional locks (deadbolts, chains, etc.) are not allowed. Doors cannot be cut, planed or altered in any way. Items

cannot be attached to the door with any device that will make holes or create damage of any kind.

- f) Carpet may be installed, but may not be permanently attached to the finished floor. Double stick tape may not be utilized for this purpose. No other floor finishes may be installed (parquet, linoleum, tile, etc.).
 - g) Decorating may be in the form of posters, pictures, banners, etc. and may be hung by the use of specially designed anchors that limit unsightly damage. Each Student shall take a mature approach to decorating his room as parents and alumni are frequent visitors to the House.
 - h) Walls, floors and ceiling shall be maintained in “as-is” condition, free from new holes, marks and scrapes. No painting of any kind is permitted. Pictures may be hung with specially designed hangers that limit unsightly damage. Screws or large nails are not permitted.
 - i) Window air conditioners will not be permitted at any time. An unconditional fine of \$25 per day per occupant shall be assessed for each day of violation.
 - j) Cooking equipment (including microwaves) is not permitted in a student room.
 - k) No electrical wiring or alterations of any kind are permitted. Dimmer switches may not be installed and the ceiling light fixture cannot be changed. Student may request electrical modifications be installed by the Property Manager through the Alumni Board.
 - l) The use of electric saws and other power tools that create dust and shavings must be confined to the Student room or the outdoors. Construction materials or debris must be taken directly to the Student room or dumpster and may not be stored in the common areas of the House.
 - m) False or elevated floors may not be constructed.
 - n) A \$25 charge will be assessed to any Student who fails to turn in his room key to the house director at the conclusion of each semester.
 - o) All furnishings other than the basic contents stated above are to be provided by the individual occupants of the room. The basic contents provided for each room must be maintained by the student and may not be removed.
24. Food and drink will not be permitted in the first floor formal living room. Pets are not allowed in the chapter house at any time.
25. The cost of any damage caused to the House or its furnishings by any Student(s) will be assessed to the Student(s) deemed responsible. If it is not possible to determine the Student(s) responsible for such damage, the cost will be uniformly assessed to all Student(s) occupying the House.
26. Student shall cause the chapter house and student’s individual room to be clean during the year and at the conclusion of each semester. If Student fails in this regard, Student may be responsible for a proportionate share of the cleaning expense.

27. The Chapter, for itself and its House Corporation, reserves the right to enter the Student's room during reasonable hours for purposes of inspecting the condition of room and making such repairs, alterations, additions, and improvements as the Chapter or its House Corporation may deem necessary or desirable. The Chapter, for itself and its House Corporation, also reserves the right to enter the Student's room to insure Student's compliance with Article 4 of this Agreement.
28. Student expressly agrees to provide an academic transcript and agrees to the release of his grades and grade average at Purdue University to the Chapter President, the House Corporation, or Advisor of the Fraternity for the purpose of determining compliance with the Chapter's academic grade requirements and identifying recipients for scholarship awards, where applicable. It is further understood that the general membership of the Fraternity will not have access to said grades.
29. This Agreement may be extended or amended by written agreement of the parties.
30. The Student shall not sell or assign this Contract. No modification of this Contract shall be effective unless it is made in writing and is signed by the Student, the Chapter, and its House Corporation.
31. The Student and his undersigned Parent(s), or legal guardian(s) or Guarantor shall be jointly and severally liable for the Student's full and faithful performance of the terms and conditions of this Contract.
32. Student agrees to indemnify, hold harmless and protect Theta Chi Fraternity of Alpha Delta Chapter, Inc., Alpha Delta of Theta Chi Fraternity, Inc., Theta Chi Alumni of Alpha Delta Chapter, Inc., Theta Chi Foundation of Alpha Delta Chapter Inc., Theta Chi National Fraternity and their respective officers, affiliates, shareholders, agents, representatives, and members from any and all damages, awards, judgments or any other liability, including reasonable attorney's fees, in the event of any claim, action or lawsuit which arises from or in any way relates to any action or inaction of Student. These acts may include, but are not limited to, individual actions or actions of individuals when involved in group activity which may be in violation of behavior as described in this contract, or any other immoral actions or infractions of regulations, ordinances or statutes.
33. This Agreement provides the Student the right and privileges described above for the term of the school year as defined by Purdue University and only that period. Specifically, these rights and privileges are applicable only for the exact days school is in session during fall and spring semesters. The House Corporation may grant privileges to Student to occupy the House over breaks on an individual basis. Unauthorized occupation of the property will be viewed as trespassing and the intruder may be subject to prosecution.
34. The undersigned parent, guardian or guarantor hereby acknowledges the benefits of this Agreement accruing to his or her Student and personally guarantees Student's performance of the obligations and covenants contained herein. Parent further agrees to indemnify and reimburse Chapter from any loss or damage caused by Student's failure to abide by any agreement made thereunder and for any amounts incurred by Student under this Agreement which Student has failed to pay, together with the Fraternity's cost of collection, including its reasonable attorney's fees.

Home Address

Street

City, State, Zip

Area Code, Telephone Number

Student Signature

Purdue Student ID #

Social Security #

Anticipated Graduation ___ Aug ___ May ___ Dec

Year

Major Field of Study (*spell out – do not abbreviate*)

Student E-mail Address

Date of Birth

GUARANTOR:

Parent or Guardian Full Name

Parent Signature

Home Address

Street

City, State, Zip

Area Code, Telephone Number

Email Address

**THETA CHI FRATERNITY OF ALPHA DELTA CHAPTER, INC.,
a/k/a Alpha Delta of Theta Chi Fraternity, Inc.**

Chapter Officer Signature