



**LEASE AGREEMENT
2016/2017 ACADEMIC YEAR
SIGMA PHI EPSILON FRATERNITY – NE ALPHA CHAPTER**

Sigma Phi Epsilon Foundation in Nebraska

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.

THIS LEASE is made by and between _____ and _____
(Member Full Name) (Parent / Guardian Full Name)

hereinafter collectively called "Tenant" and Sigma Phi Epsilon Properties, LLC, 601 N. 16th Street Lincoln, NE, for purposes of this Agreement shall be referred to as "Landlord."

WITNESSETH:

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 Tenant and Tenant hereby leases from Landlord, living space within the premises commonly known as the Sigma Phi Epsilon Fraternity, 601 N. 16th Street, Lincoln, NE (hereinafter called the "Fraternity House") to be used by Tenant for residential purposes only (hereinafter called the "Room"). Tenant is also entitled to make reasonable use of the common areas of the Fraternity House, subject to the rules and regulations of the chapter and alumni corporations.

2. Term. The term of this lease begins on August 16, 2016, and terminates on May 7, 2017, unless sooner terminated as hereinafter provided. The term of this lease does not include the periods of time between academic semesters of the University of Nebraska-Lincoln. 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.

If Tenant chooses to move out of the Fraternity House during the term of this Agreement, then the Tenant agrees to find another member the Nebraska Alpha chapter of Sigma Phi Epsilon fraternity to assume this Agreement. The person proposed to assume this Agreement is subject to approval of the Landlord. If Tenant fails to find an acceptable member to assume this Agreement and Tenant still chooses to move out, then he will remain liable for the total amount remaining unpaid (including all amounts included as Rent and any other charges billed to Tenant under this Agreement) under this Agreement as liquidated damages on the date he moves out, with no adjustment or discount for board, social fees, or other services not used by Tenant after moving out of the Fraternity House. Tenant's assignment of this Agreement does not release him from the responsibilities under this Agreement, and should his assignee fail to comply with the terms of this Agreement, Tenant will remain liable for the total amount remaining unpaid under this Agreement, with no adjustment or discount for board, social fees, or other services not used by Tenant after moving out of the Fraternity House. Landlord may, at its sole discretion, release Tenant from these obligations upon request of Tenant.

3. Rent. Tenant agrees to pay the Landlord rent in the amount of \$9,450, in six equal installments of \$1,575 on the first days of August, September, October, January, February and March during the 2016 / 2017 academic year. All rents will be paid electronically via the SigEp Bill Payment System. Tenant will receive a \$100 discount per semester for payment of the entire amount due for the semester (\$4,625) by September 1 and January 1 for the first and second semesters respectively. If Tenant does not pay 100% of their required financial obligation by midnight on the due date or has not requested and been granted a "special payment plan" pursuant to Paragraph I.E., of the Membership Agreement, Tenant will be immediately suspended from the Sigma Phi Epsilon fraternity. Tenant will be fined 10% of the total outstanding amount due and owing from the Tenant should any financial obligation remain unpaid in excess of thirty (30) days. The fine will increase to 20% of the total outstanding amount due and owing from the Tenant should any financial obligation remain unpaid in excess of sixty (60) days.

In addition to Rent, Tenant agrees to pay any and all of the following, as may arise from time to time: (1) late fees and interest on delinquent accounts as specified in the rules and regulations of the Chapter and alumni corporations; (2) fines for violation of Fraternity rules; (3) the cost of party pictures and/or group pictures of members ordered by Tenant; (4) miscellaneous special assessments that arise via simple majority vote of the Fraternity; and (5) the cost of all resale items, including, but not limited to t-shirts, party favors, etc. (all resale items shall be paid for in advance when the Tenant places the order).

Any and all financial obligations set forth in this Agreement shall survive the termination of this Agreement and/or the early vacancy of the Fraternity House by the Tenant, and the Fraternity shall have the right to take any and all actions expressly set forth herein, as well as any other legal or equitable action otherwise available to the Fraternity, to collect such financial obligations that remain due and payable.

4. Right of Entry. Landlord and/or its agents shall have the right to enter the Room by passkey or otherwise 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.

5. 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 Room to the Landlord. The Landlord may, without formal demand or further notice of any kind, reenter the Room 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 stated in paragraph three (3) above. Default on the part of Tenant shall include, but is not limited to, the following:

- A. Delinquency in the payment of any rent or other payment required hereunder for more than thirty (30) days after the date such payment is due;
- B. Maintaining a nuisance within the Room;
- 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, including, but not limited to fireworks, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature in the Room on the part of Tenant or Tenant's guests;
- E. Use of any alcoholic beverages or the illegal manufacture, sale, or use of narcotics, marijuana, cocaine, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals within the Room or the Fraternity House by Tenant or Tenant's guests;
- F. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a fraternal residence environment;
- G. Violation of any of the rules and regulations made by Landlord and/or the University of Nebraska-Lincoln;
- H. Engaging in technological piracy on chapter property or at any chapter function at any time;
- I. Violation of any of the covenants or conditions of this Lease;
- J. Violation of any chapter bylaws and/or Bylaws and Administrative Policies and Procedures of the national Fraternity.

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K. Loss of Tenant's status as an undergraduate member of Sigma Phi Epsilon as prescribed in the Fraternity's Bylaws and Administrative Policies and Procedures; or
L. Violation of the Fraternity's Statement on Chapter & Individual Responsibility.

6. Liability and Indemnity. The Landlord shall not be liable for injury, loss or damage to person or property occurring within the Room or the Fraternity House. 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. Landlord is indemnified and held harmless 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, including death, 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 Room by Tenant.

7. Damage or Destruction of Room. If, in the option of Landlord, the Room 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 Room or property. In the event of such damage or destruction to the Room 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.

8. Assignment. Tenant shall not assign this lease nor sublet the whole or any part of the Room 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.

9. 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 Room and Landlord's 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 Room, including the furnishings, and the common areas of the Fraternity House, to permit and suffer no waste to be committed in the Room or the Fraternity House, and to make no changes or alterations to the Room without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs required to be made to the Room, 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 Fraternity House is damaged from misuse, neglect, carelessness, or misconduct, the cost of repairs shall be paid by all tenants residing within the Fraternity House if the responsible party cannot be ascertained by the Landlord and if in the reasonable control of such tenants.

10. Pets. Pets, including fish, will not be permitted in the Fraternity House.

11. 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, or national origin or any other protected status consistent with local law. In the event of a refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.

12. 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.

13. Right of Reentry. If Landlord's right of reentry is exercised following a ten (10) day abandonment of the Room by Tenant without notice, or default and failure to cure, then Landlord may consider any personal property belonging to Tenant and left in the Room to also have been abandoned. Landlord may then dispose of all such personal property in any manner Landlord deems proper and is hereby relieved of all liability for doing so.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT AND ACCEPT THE TERMS.

Member: _____
(signature)

Date: _____

Parent/Guardian: _____
(signature)

Date: _____

Landlord: Sigma Phi Epsilon Properties, LLC

By: _____
(signature)

Its: _____
Manager

Date: _____