

Student's Name _____
(Please print, First, Middle, and Last Name)

KAPPA SIGMA NU ASSOCIATION/PHI DELTA THETA HOUSING CONTRACT 2017-18

DUE: May 8, 2017

The parties to this Contract for room and board and membership benefits are the Phi Delta Theta House Corporation, (referred to as "House Corporation"), and the undersigned Resident member (referred to as "Resident") of Oregon Beta Chapter of Phi Delta Theta Fraternity and the undersigned Guarantor(s). The premises for which room and board are provided is located at 120 NW 13th Street, Corvallis, OR 97330 (referred to as "Chapter House").

Any undergraduate member of Oregon Beta chapter, returning to Oregon State University for the purpose of entering school, regardless of the number of hours carried, must live in the chapter house, when there is space available for a minimum of nine (9) terms, or forfeits all rights and privileges as a member of Oregon Beta Chapter of Phi Delta Theta Fraternity. Terms lived in while under this contract with Kappa Sigma Nu will count towards those 9 terms. Members will be granted live out status based on house capacity and occupancy. Only a vote of Chapter may grant permission for live-out status.

1) Contract Term:

The "Term" of this Contract is for the entire academic year of Oregon State University (referred to as "University") commencing when the Chapter House opens **one week before** fall classes at the University and terminating on the last day of final exams of spring term, as scheduled by the University for 2017-18. The Chapter House may be open during University breaks.

2) Payment Terms: All sums due and payable under this Contract are referred to as Term Basic Charges.

Room & Board: (circle: Which Plan) (Bills will be emailed)

MEMBER LIVE-IN FULL MEAL \$7,350/year*		MEMBER LIVE-OUT FULL MEAL Plan \$2,250/year*		MEMBER LIVE-OUT HALF MEAL Plan \$1,800/year*	
Fall	\$2,450 (Due Sept 1, 2017)	Fall	\$750 (Due Sept 1, 2017)	Fall	\$600 (Due Sept 1, 2017)
Winter	\$2,450 (Due Jan 15, 2018)	Winter	\$750 (Due Jan 15, 2018)	Winter	\$600 (Due Jan 15, 2018)
Spring	\$2,450 (Due April 15, 2018)	Spring	\$750 (Due April 15, 2018)	Spring	\$600 (Due April 15, 2018)

*9% APR assessed on outstanding balances, \$35 charged if not received by due date, \$35 charged for NSF checks

Payment Plan: (check one) (or how you end up paying)

- Full Term payment (above charges + additional charges per Financial Information Sheet **each term**)
- Two payments each term (1/2 of fee + additional charges + finance charge, 1/2 of fee + finance charge) or,
- Monthly payments (1/3 of fee + additional charges + FC, then two payments of 1/3 of fee +FC) N/A if Live Out

***Other additional charges:** Specific amounts and dates are contained in the attached Financial Information Sheet that is, by this reference, made a part of this agreement. (**Note: All amounts billed are final 30 days after charge date.**)

In the event of an unanticipated increase in the costs of operating the fraternity house, the above charges are subject to change, not to exceed \$50.00 per month or \$150 per term.

3) House Corporation Responsibilities:

- The House Corporation shall furnish room and board accommodations and membership benefits during the school year as determined by fraternity and university calendars, and agrees to operate and maintain the house in compliance with Oregon State University standards for approved Resident housing.
- If the chapter house becomes uninhabitable by reason of fire, windstorm or other similar casualty, the House Corporation may cancel this Contract, or provide comparable alternate housing it finds practical at such time.
- This Contract is for living space in the chapter house and not for any particular room. The House Corporation/Chapter reserves the right to assign the Resident to a room and to change the room assignment. The House Corporation/Chapter reserves the right to assign and change the roommate(s).
- Meals shall be provided at the particular time and place as set forth in the meal schedule determined by the house director. Reasonable (the reasonableness of which shall be in the sole discretion of the house director or House Corporation) accommodations will be made for Residents whose class or work schedules make them unable to attend the regularly scheduled meal times.

4) Resident responsibilities:

- a. **Payments due.** In consideration for such room, board and membership benefits, the Resident shall pay the Term Basic Charges specified above during the Term of this Contract. By signing and returning this contract, the undersigned parent/legal guardian as guarantor approves this contract and agrees to guarantee payment of the obligation herein created. The parent/legal guardian as guarantor agrees to make any payment that is more than 30 days past due promptly upon notification of the delinquent status of the Resident's account. This includes but is not limited to interest charges on the unpaid sum at a rate no higher than the maximum lawful rate of interest and all cost of collection, including reasonable attorney's fees, which the House Corporation may incur with collection therewith. **These charges are due and payable whether or not a bill is presented. Any exception to the payment schedule contained herein must be discussed with the House Corporation board and a payment plan must be in place.**
 - b. **Enrollment and Attendance at the University.** Resident shall be enrolled and attending the University. Should the Resident graduate or plan not to register and enroll at the University for fall, winter or spring term of the 2017-18 academic year, the member must notify the Housing Corporation/Chapter (see email below) by **September 1, December 1 or March 1** respectively, in writing, and the contract shall be thereby mutually terminated. **If a contract is broken after the date above a fine of \$500 will be assessed.** Any balance owing on this contract by the Resident shall be paid before moving out of the fraternity house. If the Resident leaves the Fraternity owing any funds, the undersigned parent/legal guardian or guarantor agrees to pay any balance due immediately upon notification that the Resident has moved out of the fraternity. Any unpaid balance owing from room, board, costs or dues as described in the above referenced Financial Information Sheet will become due and payable. *Send email to Hank Johnson, (pdtfinancialadvisor@gmail.com)*
 - c. **Rules and Regulations.** Resident shall at all times abide by the Rules and Regulations of the University, National and local Chapter of Phi Delta Theta Fraternity, in effect at all times, including, but not limited to the Phi Delta Theta Standards of Ethical Conduct, Phi Delta Theta Fraternity Policy on Alcohol, Phi Delta Theta Fraternity Membership Expectations Contract, National House Rules, and Oregon Beta House Rules as recognized by the chapter and house corporation, all of which are incorporated herein by reference as if fully set forth and made a part of this Housing Contract.
- 5) **Damage.** Damage to a room or its furniture beyond ordinary wear and tear will be charged to the Resident(s) occupying the room. Damage to rooms or property used in common with other Residents will be charged to all such Residents equally. If responsibility for damage is acknowledged by one or more Residents, the damage will be charged to such Residents. Damage to individual property will be charged to the individual(s) member's house bill who is responsible for damage(s). (Note this includes the individuals guest i.e. friend/girlfriend that the member invited.)
 - 6) **Access.** The House Corporation, for itself and its chapter, reserves the right to authorize employees, chapter officers and/or alumni officers to enter an individual Resident's room at reasonable times to inspect the room, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the room to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Except in the case of emergency or unless it is impracticable to do so, the House Corporation or Chapter Officer shall give the Resident at least 1-hour notice of its intent to enter the room. A Resident shall not unreasonably withhold his consent to such entry.
 - 7) **Maintenance.** The Resident, in conjunction with other members of the chapter, shall be responsible for the regular and good maintenance of the personal living areas of the Chapter House and keeping common areas free of personal property and trash. At the close of the University school year, the Chapter House shall be left neat and free of personal belongings. Any personal belongings left in the Chapter House at the close of the University school year will be disposed of.
 - 8) **Internet Service.** The Resident has access to the Chapter Internet service. Use of the service is voluntary. To access the wireless service, the Resident must provide a wireless or network card for his computer. The Resident is required to install anti-virus software on his computer and update it regularly according to instructions provided by the House Corporation's or Chapter Officer's computer contractor. The Resident is responsible for following all instructions regarding virus elimination, software patches and any other procedures necessary to ensure the security and proper functioning of the service. The House Corporation is not responsible for temporary loss of service due to electrical power outage, service provider outage, virus contamination, or problems resulting from the failure of a Resident(s) to follow recommendations of the computer contractor.
 - 9) **Weapons.** The possession and/or use of firearms, weapons, or explosive devices of any kind, by any member or new member, within the confines and premises of a Phi Delta Theta chapter facility are expressly forbidden.
 - 10) **Drugs/Alcohol.** The possession and/or use of illegal drugs or alcohol of any kind or marijuana, by any member or new member, within the confines and premises of a Phi Delta Theta chapter facility is expressly forbidden, including the parking lot and any surrounding grounds.
 - 11) **No Pets.** Without the prior written consent of the House Corporation Board, which consent may be withheld in its sole discretion, the Resident shall not keep any animal, bird or pet of any kind in and or about the Chapter House. If the student

receives such written consent, the student shall be required to pay the House Corporation Board a nonrefundable fee to be determined as such situation warrants.

- 12) Notification regarding health.** In consideration of such room, board and membership benefits provided to the Resident under this House Contract, the Resident does hereby grant permission to and authorize the chapter and the House Corporation, and their officers, advisors and representatives to contact, inform and notify the Resident's parents or legal guardian for and on behalf of the Resident of and about any of the following events or circumstances:
- a. Hospitalization of the Resident at any health care institution or facility; or
 - b. Administration or provision of health or medical care, treatment, service or procedure by a health care provider to maintain, diagnose, or treat the Resident's physical or mental condition resulting from an emergency, accident, injury, assault, serious health condition or other similar cause. "Health care provider" means a person who is licensed, certified, or otherwise authorized or permitted to administer health care in the ordinary course of business or practice of a profession by the law of this or any other state wherein Resident requires health care; or
 - c. Incapacity or disability of Resident requiring administration or provision of health or medical care as described in (2) above.
- 13)** The chapter and the House Corporation and their officers, advisors and representatives shall determine to make such contact or notification of the Resident's parents or legal guardian in good faith and in a manner they reasonably believe to be in the best interest of the Resident and with the care an ordinary prudent person in a like position would exercise under similar circumstances. The chapter and the House Corporation, and their officers, adviser and representatives shall not be liable for any action taken by them, or any failure to take action, if they perform and act in accordance and in compliance with this provision.
- 14)** Student, and his parents, heirs and legal guardians (the "Releasing Parties") do hereby release, remise and absolutely forever discharge the chapter and the House Corporation, and all of their respective successors, assigns, affiliates, subsidiaries, officers, directors, advisers, employees and agents ("Released Parties"), from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, which were asserted, or which could have been asserted, by the Releasing Parties in connection with or as a result of the above described contact or notification of Resident's parents or legal guardians, whether now known or unknown, discovered or undiscovered, suspected or unsuspected, accrued or unaccrued.
- 15) Right to Terminate Contract.** The Fraternity and/or House Corporation shall have the right to terminate the remainder of this Contract and demand immediate payment of all amounts due up to the time of such termination and immediate possession of the Resident's room forthwith for the following reasons:
- a. Default on this Contract or the payment of any monies due the Chapter or House Corporation and such default continues for 30 days;
 - b. Violation of any of the rules and regulations discussed in paragraph 4 or any provisions contained herein;
 - c. In the event that the student shall withdraw, be expelled, or dismissed from the University;
 - d. The student's pledge has expired, been lifted or broken;
 - e. The member has been expelled or placed on National Probation or voluntarily resigned from Phi Delta Theta;
 - f. The student or a member of his family suffers a serious illness, which requires the student to spend the majority of his time off the campus of Oregon State University. Documentation must be submitted to the House Corporation testifying to these circumstances; or
 - g. Such other extenuating circumstances as the House Corporation Board may determine from time to time in its sole discretion.

The Resident forfeits any deposits. In the event of default on this Contract or termination as provided above, the Resident and parent or legal guardian as guarantor shall be liable for all obligations under this Contract. These obligations would normally accrue up through the end of the term during which the termination action was taken and include room rent, board, dues and all other fees which are to be paid in full by all initiated members should they not finish the current term. If any amounts due and owing as a result of such termination are not paid by the Resident within 30 days thereof, the undersigned parent/ legal guardian or guarantor agrees to promptly make said payment upon notification of the termination action and the balance remaining to be paid.

- 16) Termination Procedure.** In the event that this Contract is terminated by the House Corporation and/or the Fraternity prior to the expiration hereof, the rights and responsibilities of the parties hereto shall be as follows:
- a. The Resident shall be responsible for any and all charges incurred pursuant to this Contract up to and including the effective date of the termination of this Contract.

- b. The House Corporation Board shall calculate the amount of the Term Basic Charges that may be returned to the Resident within thirty (30) days of the effective date of the termination of this Contract. The House Corporation may prorate the Board fee at its sole discretion, but the Room, Maintenance and other fees are non-refundable.
- c. The rights and obligations of the parties shall continue to be in full force and effect during any applicable notice periods.

- 17) Release.** Resident hereby releases the chapter, the House Corporation, Phi Delta Theta Fraternity and their officers, directors, employees and agents from any liability, injury, loss or damage to the Resident or the Resident’s property resulting from fire, theft or any other cause, and Resident shall indemnify and hold harmless the chapter, House Corporation, Phi Delta Theta Fraternity and their officers, directors, employees and agents from and against any such liability, injury, loss or damage. The Resident shall insure any property that she brings onto the chapter house premises against the risk of loss or damage. Said property shall include personal automobiles.
- 18) Disputes.** The parties hereby agree that all disputes hereunder shall be resolved by binding mediation, conducted in the city where the Chapter House is located under the rules then prevailing of the American Arbitration Association, by a mediator to be mutually selected by the parties. In the event the parties are unable to agree on the person to serve as the mediator, the mediator shall be appointed by the American Arbitration Association. The decision of the mediator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.
- 19) Attorney’s Fees.** The prevailing party in the mediation proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the mediator(s) shall for good cause determine otherwise. In the event of any breach or default by the Resident of any provision of this Contract or the failure of the Resident to pay timely the Term Basic Charges hereunder, the Resident shall pay all of the reasonable attorneys’ fees, court or mediation costs or other costs of collection and other expenses reasonably incurred in connection therewith by or on behalf of the House Corporation and/or the fraternity.

The Resident and his undersigned parent(s) or legal guardian(s) shall be jointly and severally liable for the Resident’s full and faithful performance of the terms and conditions of this Contract. **Failure to have a contract on file with the Chapter/House Corporation will result in a \$300 fine; a contract received after the stated due date will reduce it to a \$50 fine.**

RESIDENT

By: _____
 (Print Name)

 Signature

 Date

HOUSE CORPORATION BOARD

By: Hank Johnson
 (Print Name)
Henry Johnson, Financial Advisor
 Signature

**GUARANTOR:
 PARENT(S) or LEGAL GUARDIAN(S)**

By: _____
 (Print Name)

 Signature

 Date

(Please print legibly)
Resident’s School Address: circle Chapter or _____

Resident’s e-mail address: _____

Parent’s Home Address: _____

Parent’s e-mail address: _____

Parent’s phone: (____) - ____ - ____ **Student’s phone:** (____) - ____ - ____

Hank Johnson’s email – pdtfinancialadvisor@gmail.com