



PHI GAMMA DELTA

BUILDING COURAGEOUS LEADERS

CONTRACT FOR ROOM AND BOARD BETWEEN

_____ CHAPTER OF PHI GAMMA DELTA FRATERNITY AND ITS MEMBERS

THIS AGREEMENT is made at _____, this ____ day of _____, 20____,
between _____ CHAPTER OF PHI GAMMA DELTA FRATERNITY,
_____, hereinafter called "WE" or "US" and _____, hereinafter called
"YOU."

WITNESSETH:

1. TERM. In consideration of the provisions of this Agreement, we lease to you the room space assigned by the chapter officers for a period of ____ months, commencing on the ____ day of _____, 20____, and ending on the ____ day of 20____, and you agree to accept and retain the room space assigned to you by the chapter officers and to eat your meals at said premises for the stated term of this Agreement.
2. ROOM. You agree to pay to us as room rent \$_____ per semester payable in one installment on or before the first day of the semester, to be paid at _____, or at such other place as we may designate in writing. Rental payments received after that date must include a \$_____ late charge.
3. BOARD. You agree to pay us as board \$_____ per semester, payable in one installment on or before the first day of the semester, to be paid at _____, or at such other place as we may designate in writing. Board payments received after that date must include \$_____ late charge.
4. FRATERNITY CHARGES. You agree to pay us for other usual fraternity charges \$_____ per quarter/semester/year, payable in one installment on or before the first day of the term, to be paid at _____ or at such other place as we may designate in writing. Payments for fraternity charges received after that date must include a \$_____ late charge.
5. SECURITY DEPOSIT. You are depositing with us \$_____ which is security for the faithful performance of this Agreement. The security deposit shall be refunded only upon the termination of this Agreement, either at the end of the term or at the end of any subsequent renewal period, and only if



PHI GAMMA DELTA

BUILDING COURAGEOUS LEADERS

the keys are returned to the chapter officers, and premises are found, upon inspection, to be in clean condition with no damage, ordinary wear and tear excepted. The security deposit is at no time to be applied as rent, and should the damages to the premises exceed the deposit, you agree to reimburse us for such excess.

6. **RIGHT OF ENTRY.** We reserve the right upon twenty-four (24) hours notice to you to enter the room space at reasonable times for inspection and maintenance purposes and the right to enter the room space at any time for emergency repairs when immediate action shall be necessary or seem to be necessary in our opinion, for the protection of yourself, the other residents, or the building.
7. **USE AND OCCUPANCY.** Your room space shall be used and occupied in a safe, careful and proper manner by you. No trade, business, or occupation shall be carried on therein, and your room space or any part thereof shall be underlet nor this Agreement assigned, without our prior written consent. Your room space shall not be used or permitted to be used for any unlawful purpose nor shall your room space or any part thereof be used for any purpose that, in our opinion, will injure the reputation of your room space or the building of which it is part, or disturb or annoy the residents of said building or the neighborhood. Your room space shall be kept sanitary, and you will comply with all applicable state and local housing health, fire and safety codes and regulations. No dog, cat, or other pet shall be kept or harbored in your room space without our prior written consent. You agree not to make any alterations or additions or to change lock in the room space without our prior written consent.
8. **REMEDIES.** If the rent shall at any time be late, or unpaid, or if you vacate your room space prior to the termination of the term of this Agreement in accordance with the Agreement, or if any of the regulations about your room space are violated, we may, at any time, enter and take possession of your room space, demand and sue for all of the term at the best rent we can obtain for your account, and you shall be liable to us for any deficiency. Every demand for rent after it falls due shall have the same effect in law as if made at the time that it fell due. The remedies provided to us anywhere in this Agreement shall be in addition to and do not limit or supercede any remedy at law or in equity otherwise available to us.

We reserve the right to terminate this Agreement in the event you shall at any time fail to observe all rules and regulations of the Fraternity and College/University. We also reserve the right to terminate this Agreement upon thirty (30) days notice to the undersigned member at any time after the first 30 days hereof. In the event of such latter termination, we will refund to you a pro rata share of any amount which shall then have been paid by you hereunder.

9. **RESPONSIBILITY FOR DAMAGE.** We are not responsible for damages or destruction by any cause to your personal property or the personal property of any other person. You are responsible to repair any damage to your room space or the building caused by your room space or the building caused by your misuse, abuse or neglect.



PHI GAMMA DELTA

BUILDING COURAGEOUS LEADERS

10. RECREATIONAL FACILITIES. You may use the recreational facilities and other common facilities only in compliance with the rules and regulations we have established. Use of any of these facilities shall be wholly at the risk of the person, and you shall protect and hold us harmless from claims arising out of the use of these facilities by you, your family, your guests or anyone allowed in your room space by you.
11. NON-WAIVER. The receipt by us of any rent or any other sum of money or any other consideration paid by you after the termination of this Agreement, after the giving by us of any termination notice or after the initiation of any legal proceedings by us against you, shall not reinstate, continue or extend this Agreement or in any manner affect any other rights which we have either in law or in equity as a result of default by you.
12. HEADINGS. The headings are for purposes of convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
13. EXECUTION. This Agreement is executed in triplicate by use, your and your guarantor, and is not binding on us until signed by your guarantor. One counterpart original is being retained by us, one counterpart original is being delivered to you, and a counterpart original is being delivered to the undersigned guarantor.

IN WITNESS of the Agreement hereto, this Agreement is signed by the duly authorized officers of the Fraternity and by the member.

_____ Chapter of Phi Gamma Delta

Date of signing:

___ day of _____, 20__ By _____
PRESIDENT

___ day of _____, 20__ By _____
MEMBER



PHI GAMMA DELTA

BUILDING COURAGEOUS LEADERS

GUARANTY

In consideration of the entering into of the above Agreement by the _____ Chapter of Phi Gamma Delta, the undersigned parent or guardian of the above-named member hereby guarantees the due and proper performance by said member of the obligations undertaken by said member at any time or times promptly to carry out any obligation on the part of the said member undertaken in the above Agreement. The undersigned, upon notice of such default by the _____ Chapter of Phi Gamma Delta, will promptly in all respects perform such obligations.

Date of signing:

___ day of _____, 20_____

GUARANTOR'S SIGNATURE

Guarantor's Address:

