

HOUSING CONTRACT

This agreement made this 1st day of June, 2019, by and between _____ (hereinafter "Student or Tenant") and Beta Zeta Alumni Association of Lambda Chi Alpha, a nonprofit corporation organized under the laws of the State of Maine and having a mailing address of PO Box 8584, Portland, Maine 04104 by its duly authorized representative (hereinafter "Landlord").

WITNESSETH:

WHEREAS, Landlord owns the improvements and has possession and control of the real estate at 95 College Avenue, Orono, Maine; and

WHEREAS, the Student is a member or associate member of the Beta Zeta chapter of Lambda Chi Alpha Fraternity at the University of Maine; and

WHEREAS, the Student desires to live in the said property during the coming academic year/semester;

NOW THEREFORE:

1. Landlord agrees to furnish a room, together with common areas appurtenant thereto, to Student and Student agrees to accept for the term of this contract any room ("the room") assigned to him by Landlord. Student agrees to maintain the room and contents thereof in good condition and pay the cost of any repairs and/or damages as caused by Student and/or guests, as determined by Landlord. Student agrees and acknowledges that such room may be double occupancy, and, in such event, Student will occupy such room with a roommate. Landlord will use its best efforts to ensure that Student is placed in a room with another Student of his choosing.
2. **TERM.** The term of this contract is for a period beginning on August 14th, 2019 and ending on May 14th, 2020 but shall not include any periods of vacation or breaks wherein the University is not conducting classes. Student agrees that the premises will be vacated during any such vacations or breaks unless Landlord consents in writing otherwise. For any such break or vacation Student shall not be required to remove items of personal property from the premises.
3. **RENT.** Student agrees to pay \$4500.00 dollars to Landlord payable in 2 equal installments each being due on the first day of each semester based upon the academic calendar of the University of Maine. If any installment is not paid within 7 days of the due date, Student may be assessed a late charge each month any such installment remains unpaid of \$21.50. The parties acknowledge that the said late charge is equal to 4% of a monthly average of rent due under the terms of this contract. The rent shall increase by the sum of \$100.00 dollars at the start of every academic school year unless otherwise communicated by Landlord.
 - a. Student agrees to pay, in addition to the amount of the check, a \$35.00 charge for the first returned check during the contract term and any renewals thereof.
 - b. Student agrees to pay, in addition to the amount of the check, a \$45.00 charge for each subsequent returned check.
 - c. Monthly installments may be made with prior approval of the Housing Corporation.
4. **SECURITY DEPOSIT.** Student agrees to pay a security deposit of \$300.00 Dollars to Landlord, upon execution of this contract. The security deposit, less any damage liabilities and unpaid assessments due hereunder, shall be refunded within 30 days of the termination or expiration of this contract. Any amounts refunded hereunder shall be payable to Student regardless of whether such deposit was made on behalf of Student by any guarantor or third party.
5. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of enough funds. In addition, a check returned due to insufficient funds will be subject to all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.
 - a. Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve-month

period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

6. **DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease, including reasonable attorneys' fees. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
7. **CONDITIONS PRECEDENT.** This contract can be terminated by either party upon Student's graduation from the University of Maine. In this event, rent shall be pro-rated through the date of graduation and Student shall vacate and quit the premises within 3 days following.
 - a. If Student withdraws, is expelled, is suspended or fails to become an active member if this agreement is executed by an associate member as the same is defined by the Beta Zeta of Lambda Chi Alpha then this rental agreement shall be voidable by Landlord and Student shall be subject to eviction by process of Forcible Entry and Detainer as a Tenant at will.
 - b. If Student withdraws, is suspended, is expelled or otherwise ceases to be enrolled full time as a Student at the University of Maine, this rental agreement shall be voidable by Landlord and Student shall be subject to eviction by process of forcible entry and Detainer as a Tenant at will. Student will be responsible to pay all rent due per the terms of this contract.
8. **EARLY TERMINATION.** If the Tenant is evicted for breach of the lease or leaves the residence before the end of the lease term, the Tenant will be responsible for however many months of rent remain unpaid and for any damage to the Premises. If the Tenant unjustifiably moves before the lease has expired, the Landlord must make a good faith effort to find a new Tenant to rent the Premises. The amount of rent this new Tenant pays will then be subtracted from the amount the departing Tenant owes.
9. **MILITARY TERMINATION.** In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this lease upon giving thirty (30) days' written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants termination under this provision. The Tenant will pay prorated rent for any days he or she occupies the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.
10. **OCCUPANCY.** The room shall be occupied only by the Student and such other persons as the Landlord may designate in writing. Overnight guests staying in Student's room shall be deemed to be occupying the residence in violation of this rental agreement if spending more than 5 nights in any 30-day period.
11. **HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant) and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
12. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
13. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction, painting, nailing, alterations or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.
14. **ACCESS BY LANDLORD TO PREMISES.**
 - a. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord and/or their representative(s) shall have the right to enter the Premises and room occupied by Student to make inspections, provide necessary services, or show the unit to prospective buyers,

- mortgagees, Tenants or workers.
- b. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises.
 - c. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.
 - d. Landlord may enter the common areas of the premises at all reasonable times without notice.

15. STUDENT RESPONSIBILITIES.

- a. Student agrees to abide by the rules and regulations of the Beta Zeta of Lambda Chi Alpha, the Alumni Association of Lambda Chi Alpha, the Lambda Chi Alpha Fraternity and the University of Maine. Landlord may from time to time make changes in the rules and regulations thereof. Lambda Chi Alpha Fraternity policies on hazing, illegal drugs, alcoholic beverages, sexual harassment and dry recruitment are attached.
- b. The Tenant will keep the residence and appliances in a clean and sanitary condition. The Tenant will deposit all refuse, junk and garbage in proper receptacles and dispose of it at least weekly. The Tenant will also adhere to and comply with House Rules established by the undergraduate House Manager or by the Alumni Association. Failure to comply may result in eviction and/or disciplinary action, subject to terms above.
- c. The Tenant agrees not to damage the residence, the building, the common areas, grounds or to interfere with the rights of other Tenants to live in the premises in peace and quiet. The Tenant will be responsible for any negligent or willful damage caused by the Tenant, their invitees or guests to the premises, or the equipment and systems therein, including but not limited to plumbing, electrical, appliances and fixtures. Such damage (other than normal wear and tear) shall be repaired by the Tenant at the Tenant's expense. Upon the Tenant's failure to make such repairs after reasonable written notice, the Landlord may make the repairs and the Tenant shall be responsible to the Landlord for their reasonable cost upon demand, and such costs shall be deemed additional "rent" under this lease.
- d. The Tenants, their invitees and guests must not permit an obstruction of any kind or store personal property of any kind in any hallways, fire escapes or other multi-use or common areas.
- e. Student shall not have possession or keep even temporarily or with a visiting guest, without prior written consent of Landlord, the following in the room or house:
 - i. Firearms or any other weapon,
 - ii. Pets, dogs, cats, birds, fish or other animals
 - iii. Unauthorized appliances,
 - iv. Personal air conditioning window units,
 - v. Drug or controlled substances,
 - vi. Alcoholic beverages, unless of legal drinking age, and only if not in violation of any of the rules and regulations of the University of Maine, Town of Orono Lambda Chi Alpha Fraternity or the chapter. Student is solely responsible for compliance with all alcohol policies and laws governing the fraternities.

16. LANDLORD DUTIES. The Landlord agrees not to interfere with the Student's quiet enjoyment and legal use of the residence and to make reasonable repairs to keep the residence fit to live in, unless the residence becomes unfit to live in due to the misconduct of the Student, their guests or invitees. Student must promptly notify the Landlord of any dangerous condition, or the need for repairs, and will guard against any loss or risk to the Tenant and others until the Landlord has had a reasonable opportunity to remedy the problem.

- a. Landlord shall be responsible for providing heat, electricity, water and sewer services to the premises.
- b. Landlord shall have no responsibility to provide cable/satellite service, phone service and/or internet service.
- c. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
 - i. REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.
 - ii. PERSONAL PROPERTY TAXES. Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to

Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

17. INDEMNITY REGARDING USE OF PREMISES.

- a. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, damage, demand, suit, judgement and other expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord.
- b. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's person, property or effects whether in the Premises, common areas, grounds, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord.
- c. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, damage, demand, suit, judgement and other expenses, including reasonable attorney fees, if any, arising from any injury or damage to persons or property resulting from use of the leased premises, common areas, grounds, storerooms or any other location in or about the Premises, their guests or invitees, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord.

18. VACATING PREMISES. Upon vacating the premises, Student shall leave the room in the same condition as when accepted by the Student, reasonable wear and tear excepted. All personal property of the Tenant must be removed from the residence at the end of the tenancy. Any personal property remaining in or around the residence 24 hours after the Tenant vacates will be deemed abandoned and subject to disposition according to law.

19. STORAGE. Storage is permitted as follows: Tenant shall be entitled to store items of personal property in only the room they rent during the term of this Lease. The right to storage space is included in the Rent charged pursuant to "Rent; Lease Payments." Tenant shall store only personal property Tenant owns and shall not store property claimed by another or in which another has any right, title or interest. Landlord shall not be liable for loss of or damage to, any stored items.

20. DANGEROUS AND ILLEGAL MATERIALS. Tenant shall not keep, store or have on the Premises any article, packaged food, perishable good, illegal substance or other thing of an inherently dangerous nature that is flammable, hazardous, or of explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company. The only exception to this clause is unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

21. BREACH. Tenant's violation of any provision of this agreement is a breach of the lease, and unless otherwise governed by this agreement the Landlord may serve the Tenant with a written 7-day notice terminating the tenancy. At Landlord's sole election, such notice may give the Tenant the opportunity to cure the breach within the 7-day notice period, and in such event the tenancy shall continue so long as the breach is cured within the time provided. If, however, the notice does not provide for an opportunity to cure the breach, or if the breach is not cured within the time provided by the notice, then the tenancy shall terminate at the end of the 7-day period. A waiver by the Landlord of any breach by the Tenant does not constitute a waiver of any provision of this agreement, nor of any subsequent breach of the same or other provision.

22. NOTICES. Any notices must be in writing and be delivered to the other party as follows:

- a. To the Tenant: at the residence by personal delivery or by mail, effective on the date it is personally delivered, or if mailed, two days after it is postmarked.
- b. To the Landlord: personal delivery or by mail to the Landlord identified above, effective on the date it is personally delivered, or if mailed, two days after it is postmarked.

23. GUARANTOR. This Agreement must be signed by the Student's parent or guardian as guarantors who but shall not, by being a guarantor hereunder acquire any rights of a Tenant, including, but not limited to, right to notice and participation in any action for breach and by signing as a guarantor is only securing Student's financial responsibilities hereunder.

24. **CONDEMNATION/DESTRUCTION.** If the premises are destroyed, damaged or otherwise rendered uninhabitable, including, but not limited to, any act, order or ordinance of any municipality or entity of the State of Maine, this agreement shall terminate and neither party shall have any further obligation to the other.
25. **MODIFICATION/SEVERABILITY.** This agreement may not be modified except in writing signed by each of the parties. If any provision of this lease, or a portion thereof, conflicts with State Law, then State Law will take precedence, but the remainder of such provision and this lease will remain in effect.
26. **FEES.** If either party is in wanton disregard of the terms of the lease, and the other party prevails in a contested hearing to enforce the terms of the lease, the prevailing party may recover their reasonable attorney's fees and costs from the other party.
27. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
28. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to
 - a. give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and
 - b. take whatever additional steps that are necessary to keep the premises free of all liens resulting from construction done by or for the Tenant.
29. **SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.
30. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement Tenant(s) will be permitted and no additional Tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each term of this Lease regarding space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each provision contained in this Lease. This agreement shall be non-assignable and non-transferable.
31. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Maine.
32. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
33. **SEVERABILITY; WAIVER.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
34. **TIME OF ESSENCE.** Time is of the essence with respect to the execution of this Lease.
35. **ESTOPPEL CERTIFICATE.** Tenant shall execute and return a Tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the estoppel certificate is true and correct and may be relied upon by a lender or purchaser.
36. **TENANT REPRESENTATION; CREDIT.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

37. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.
38. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
- a. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
39. **AGREEMENT.** By signing below, both parties agree to the terms stated above.

X

Student

X

Student Driver's License Number & State

X

Guarantor/Witness

X

Connor Gordon
Beta Zeta Alumni Association President

X

Guarantor/Witness