

**Alpha Theta Gamma Fraternity
RESIDENTIAL LEASE AGREEMENT**

SCOPE: _____, herein referred to as "TENANT" and ALPHA THETA GAMMA, INC. herein referred to as "OWNER" this day _____ of _____, 20____ entered into as a residential lease by Tenant from Owner of a shared/single room located at the premises situated in the Village of Canton, County of St. Lawrence, State of New York and described as 53 Court Street under the following terms and conditions:

TERM: The term hereof shall commence on _____ shall continue for the semester (indicated above) as defined by SUNY Canton (the College) ending on or about _____. This lease is non-renewable. In the event Tenant wishes to extend his tenancy, Tenant and Owner must execute a new lease each semester which shall be independent from this Lease. Under this Lease Tenant shall be allowed to occupy a room in the residence either alone or together with a room as determined and assigned by the house manager or other officer of the fraternity who might be responsible for room assignment.

RENT: Rent shall be the total sum of _____ and 00/100 dollars (\$ _____) as and for the semester indicated above.

PAYMENT OF RENT PRIOR TO OCCUPANCY: For the Fall Semester, **fifty percent (50%)** of the total rent shall be due and payable on or before the **first day of August** immediately preceding the start of the Fall Semester with the remaining **fifty percent (50%)** balance due and payable on or before the **fifteenth day of October** of the Fall Semester. For the Spring Semester, **fifty percent (50%)** of the total rent shall be due and payable on or before the **first day of December** immediately preceding the start of the Spring Semester with the remaining **fifty percent (50%)** balance due and payable on or before the **fifteenth day of March** of the Spring Semester.

SECURITY DEPOSIT: Security deposit shall be the sum of _____ and 00/100 dollars (\$ _____). Owner shall return the total amount of the security deposit less any amount necessary to repair damages to the room and/or remainder of the premises which were caused by Tenant or allowed by Tenant to be caused within thirty (30) days after the last day of Tenant's occupancy.

FORM OF PAYMENT: Personal checks, money orders or cash are acceptable as payment for rent and security deposit should be made payable to "**Alpha Theta Gamma Fraternity**" and **mailed: to Malcolm Nulton, 1990 Harris Road, Penfield, New York 14526**. In the event that the rent is not paid within five (5) days after the due date, Tenant agrees to pay a late charge of fifteen dollars (\$15.00) and enter into a repayment agreement or note with Owner. Tenant further agrees to pay to Owner \$20.00 for each dishonored check.

NONPAYMENT OF RENT: In the event rent is not paid on or before the date the rent is due or within the grace period, Tenant and Tenant's parent or guardian agree that they both will enter into an installment agreement which shall be in the form of a promissory note with a reasonable interest rate agreed upon by both parties and regular monthly payments and shall in no event be for a repayment period of longer than one year following the execution of the promissory note. In the event Tenant shall continue nonpayment of rent after the end of Tenant's tenancy under this Lease, Tenant shall not be eligible to enter a new lease and reside in the premises. Tenant shall regain such eligibility by paying the unpaid balance in full on or before the first fifty percent (50%) payment is due.

UTILITIES: Owner shall be responsible for the payment of all utilities and services including electric power, garbage collection, water, sewer, snow plowing, and apartment heat and hot water.

USE: The premises shall be used as a residence in compliance with the Alpha Theta Gamma Code of Conduct and the Residence House Rules.

PETS: No pets shall be brought on the premises without the prior written consent of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this lease agreement or sublet any portion of the premises without prior written consent of the Owner, which may not be unreasonably withheld.

MAINTENANCE, REPAIR OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair unless he or she objects thereto in writing within five (5) days after receipt of such inventory and shall at his or her own expense and at times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, and furnishings therein and shall surrender the same at the termination of this lease in as good condition as received, normal wear and tear accepted. Tenant shall be responsible for damages caused by his or her negligence and that of his or her family or invitees or guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of the Owner.

ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or to show the premises to prospective tenants.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part of thereof, or in common areas thereof unless such damage is the proximate result of the negligence or unlawful act of the Owner, his or her agents or his employees. Tenants agrees to hold Owner and Owner's agent harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

DEFAULT: If Tenant shall fail to pay rent when due, or to perform any term of this lease, after not less than three (3) days written notice of such default given in the manner required by law, the Owner at his option may terminate all rights of the Tenant in this lease unless the Tenant within said time shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the property in any manner allowed by law. In the event of a default by the Tenant, the Owner may elect to continue the lease in effect and enforce all of his or her rights and remedies hereunder including the right to recover the rent as it becomes due or at anytime terminate all of the Tenant's rights under the lease and recover from Tenant all damages Owner may incur by reason of Tenant's breach of the lease including the cost of recovering the premises and including the worth at the time of such termination or at the time of an award if a lawsuit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term of the lease exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

SECURITY: The Security Deposit set forth shall secure the performance of the Tenant's obligations under this lease. Owner may, but shall not be obligated to, apply all portions of said deposit on the account of Tenant's obligation hereunder. Any balance remaining at the termination of the lease shall be returned to the Tenant, subject to the provisions outlined and agreed to in the paragraph above marked "RENT". The Security Deposit is not to be used as any part of Tenant's rent obligation.

DEPOSIT REFUND: The balance of all deposits shall be refunded within thirty (30) days from the date possession is delivered to Owner or his authorized agent, together with a statement showing any charges made against such deposits by Owner. The return of all keys is required.

LEGAL FEES AND COSTS: In any legal action brought by either party to enforce the terms of this lease or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

WAIVER: No failure of Owner to enforce any term of this lease shall be deemed a waiver of any right of Owner under this lease, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount of rent due.

NOTICES: Any notice which either party may or is required to give under this lease or by law may be given by mailing the same, postage prepaid, to the Tenant at the premises or to the Owner at Mark Santelli, 23 North Street, Canandaigua, New York 14513, or at such other places as may be designated by the parties from time to time.

PARKING: Tenant shall be allowed parking space for one (1) operating and registered car only. Tenant shall not store or otherwise place a non-operating or non-registered car on the premises at any time. Tenant shall not use the parking facilities at the leased premises for any other purpose than to park his or her personal car.

Tenant states that he has in his possession and/or ownership a _____ (make) _____ (model) _____ (year) _____ (color) _____ (license number) automobile. Tenant agrees to notify Owner with the make, model, year and license number of Tenant's car should Tenant obtain a different car during the term of the lease.

MISCELLANEOUS: The basement of the building shall not be used by Tenant for storage unless Tenant obtains prior written authorization from Owner. Tenant shall use rear fire escapes for emergency purposes only. Tenant shall not make a copy of any key(s) given Tenant by the Owner for access to the apartment or the basement, nor shall Tenant give a copy of any such key(s) or entry codes to any person other than himself. Owner reserves the right to terminate this Lease in the event of any action by the fraternity to remove or restrict membership of Tenant in the fraternity. The execution and continued operation of this lease is contingent upon the Tenant providing Owner prior to occupancy with a detailed statement of any and all felony and/or misdemeanor convictions of Tenant occurring prior to occupancy. This lease is also contingent upon Tenant's continuing duty to inform Owner of any and all felony and/or misdemeanor arrests, charges and/or convictions occurring during occupancy. This Lease is also contingent upon Tenant's continued enrollment in SUNY Canton and good standing with the school. Owner shall have the right to reject Tenant's offer to enter into this Lease or to terminate this Lease after it is entered into for any violation of this Lease.

The undersigned Tenant hereby acknowledges receipt of a copy of this lease and agrees to all the terms and provisions herein. The undersigned Parent and/or Guardian of Tenant hereby acknowledges receipt of a copy of this lease and agrees to be fully liable and responsible for all the terms and provisions herein in the event Tenant shall default on any term or provision herein, as though Tenant's parent and/or guardian was the Tenant.

DATE: _____

DATE: _____

Tenant Signature

Name/Signature of Tenant's Parent or Guardian

Local Address: _____

Address: _____

Home Address: _____

Home Tel. No. () - _____

Cell Phone No. () - _____

Email Address _____

Home Tel. No. () - _____

Email Address: _____

Date: _____

Fraternity Officer Name _____

Title _____

Signature _____