



The Gamma Chapter
Alfred, NY



GAMMA THETA GAMMA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 20____, by and between Gamma Theta Gamma hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

LESSOR (LESSOR)

LESSEE

Address for Notices:

Name:

Home Address:

Social Security #:

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real estate property being, lying and situate in ALLEGANY County, New York, such real property having a street address of 52 N. Main Street, Alfred, New York, 14802.

WHEREAS, Lessor is desirous of leasing one room or apartment (hereinafter referred to as the "Leased Premises") at 52 N. Main Street, Alfred, New York, 14802 from Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing one room or apartment (hereinafter referred to as the "Leased Premises") at 52 N. Main Street, Alfred, New York, 14802 from Lessor upon the terms and conditions as contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM:

- a. Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises specifically Room #_____ for a period commencing _____ and ending _____.
- b. No later than three months prior to the termination of this Lease, the parties have the option to negotiate a new Lease.

2. RENTAL FEES:

The total rent for the term hereof is the sum of _____ per semester which must be paid on the first day of each month at Lessor's address set forth in the preamble to this Agreement. Lessor need not give any notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Lessee signs this Lease. Lessee may be required to pay other charges to Lessor under terms of this Lease. They are to be called "Added Rent". This added rent is payable as rent, together with the next monthly rent due. If Lessee fails to pay the added rent on time, Lessor shall have the rights against Lessee as if Lessee failed to pay rent. Payment of rent in installments is for Lessee's convenience only. If Lessee defaults, Lessor may give notice to Lessee that Lessee may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

3. SECURITY DEPOSIT:

Upon the due execution of this Agreement, Lessee shall deposit with the Lessor the sum of _____ receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Leased Premises during the term hereof. Such deposit shall be returned to Lessee, less any set of damages to the Leased Premises upon the termination of this Agreement. If Lessor sells or leases the building, Lessor may give the Security to the buyer or lessee, Lessee will look only to the buyer or Lessor for return of the Security.



The Gamma Chapter
Alfred, NY



4. PERMITTED USES AND USE RESTRICTIONS ON PREMISES:

a. The rented portion of the Leased Premises, shall be used and occupied by Lessee exclusively for living purposes. The Leased Premises must be used only as a private room or apartment to live in and for no other reason. Only a party signing this Lease may use the Leased Premises and no part of the Leased Premises shall be used at any time during the term of this Agreement by Lessee for the purpose other than that of a living unit. Lessee shall not use the Leased Premises for any other use or occupy the Leased Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasigovernmental authorities affecting the cleanliness, use, occupancy and preservation of the Leased Premises.

5. CONDITION OF PREMISES:

Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this

Lease in good order, repair, and in a safe, clean and Leasable condition.

6. FAILURE TO GIVE POSSESSION:

Lessor shall not be liable for failure to give Lessee possession of the Leased Premises on the beginning of the Term. Rent shall be payable at the beginning of the Term unless Lessor is unable to give possession. Rent shall then be payable as of the date possession is available. Lessor will notify Lessee as to the date possession is available. The ending date of the Term will not change.

7. ASSIGNMENT AND SUB-LETTING:_____

Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. Consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

8. ALTERATIONS AND IMPROVEMENTS:

Lessee must keep, and at the end of the Term return the Leased Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Lessee is not responsible for ordinary wear and damage by the elements. If Lessee defaults, Lessor has the right to make repairs and charge Lessee the cost. The cost will be added to and payable as rent. Lessee shall make no alterations to the building or improvements on the Leased Premises or make any other improvements on the Leased Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Leased Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement. Any and all improvements requested by Lessee and approved by Lessor to the rented portion of the Leased Premises shall be paid for in full by the Lessee unless otherwise agreed to by the Lessor.

9. SERVICES:

Lessor will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing service(s) will not be reason for Lessee to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Lessor, caused by Lessee's act or neglect, may be repaired by Lessor and Lessee's expense. The repair cost will be added to rent.

Lessee must pay for all electric, gas, telephone, and other utility services in the Leased Premises and arrange for them with the public utility company.

Lessor may stop services of the-plumbing, heating, air cooling or electrical systems, because of accident, emergency, repairs, or changes, until the work is complete. If unable to supply any service because of labor



The Gamma Chapter
Alfred, NY



trouble, Government order, lack of fuel supply or other cause not controlled by Lessor, Lessor is excused from supplying that service. Service shall resume when Lessor is able to supply it.

10. FURNISHINGS:

If the Leased Premises are furnished, the furniture and other furnishings are accepted "as is". If an inventory is supplied, each party shall have a signed copy.

11. MAINTENANCE AND REPAIR; RULES:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows or doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- f) Keep all air conditioning filters clean and free from dirt;
- g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- h) Lessee's employees and guests shall at all times maintain order in the Leased Premises and at all places on the Leased Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other occupants;
- i) Deposit all trash, garbage rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any portion of the Leased Premises or within the common elements;
- j) At the commencement of this Lease and annually (in January of each calendar year or in such other month as may be mutually agreed to by the parties) or upon extension, Lessor and Lessee shall agree on major repairs, additions, alterations, replacements and improvements. Such specification shall be in written form and signed by both parties.

12. FIRE, ACCIDENT, DEFECTS, DAMAGE:

Lessee must give Lessor prompt notice of fire, accident, damage or dangerous or defective condition. If the Leased Premises cannot be used because of fire or other casualty, Lessee is not required to pay rent for the time the Leased Premises is unusable. Lessor need only repair the damaged structural parts of the Leased Premises. Lessor is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the Lessor's control.

If the fire or other casualty is caused by an act or neglect of Lessee or guest of Lessee, or at the time of the fire or casualty Lessee is in default in any term of this lease, then all repairs will be made at the Lessee's expense and Lessee must pay the full rent with no adjustment. The cost of the repair will be added to the rent.

Lessor has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Leased Premises is not damaged, Lessor may cancel this Lease within 30 days after the fire or casualty by giving Lessee notice of Lessor's intention to demolish or rebuild. The Lease will end 30 days after Lessor's cancellation date in the notice to Lessee. Lessee must deliver the Leased Premises to Lessor on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is



The Gamma Chapter
Alfred, NY



canceled Lessor is not required to repair the Leased Premises or Building.

13. LIABILITY:

Lessor is not liable for loss, expense, or damage to any person or property, unless due to Lessor's negligence. Lessee must pay for damages suffered and money spent by Lessor relating to any claim arising from any act or neglect of Lessee. Lessee is responsible for all acts of Lessee's family, employees, guests or invitee.

14. LESSOR ENTRANCE:

Lessor may at reasonable times, enter the Leased Premises to examine, make repairs or alterations, and to show it to possible buyers, lenders or Lessees.

15. SUBORDINATION OF LEASE:

This Lease and Lessee's rights are subject and subordinate to all present and future: (a) leases for the Building or land on which it stands (b) mortgage on the leases or the Building or land, (c) Agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Lessee must promptly execute any certificate(s) that Lessor requests to show that his Lease is so subject and subordinate. Lessee authorizes Lessor to sign these certificate(s) for Lessee.

16. CONDEMNATION:

If all of the Leased Premises or Building is taken or condemned by a legal authority, the Term, and Lessee's rights shall end as of the date the authority takes title to the Leased Premises or Building. If any part of the Leased Premises or Building is taken, Lessor may cancel this Lease on notice to the Lessee. The notice shall act as a cancellation date not less than 30 days from the date of the notice. If the Lease is canceled, Lessee must deliver the Leased Premises to Lessor on the cancellation date together with all rent due to that date. The entire award for any taking belongs to the Lessor. Lessee gives Lessor any interest Lessee may have to any part of the award. Lessee shall make no claim for the value of the remaining part of the Term.

17. LESSEE'S DUTY TO OBEY LAWS, CODE RULES, AND REGULATIONS:

Lessee must, at Lessee's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Lessor's insurers, Board of Fire Underwriters, Greek Council, SUNY Alfred School Officials, Fraternity Rules, or similar groups. Notices received by Lessee from any authority or group must be promptly delivered to Lessor. Lessee may not do anything which may increase Lessor's insurance premiums. If Lessee does, Lessee must pay the increase in premium as added rent. Lessee hereby acknowledges receipt of a copy of the SUNY College Handbook, the Gamma Theta Gamma Fraternity Code of Conduct and Constitution and Residence terms and hereby incorporate said documents into this Lease but do not merge hereto.

18. LESSEE'S DEFAULTS AND LESSOR'S REMEDIES:

A. Lessor may give 5 days' written notice to Lessee to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Leased Premises.
3. Improper conduct by Lessee or other occupant of the Leased Premises.
4. Failure to fully perform any other term in the Lease.

B. If Lessee fails to correct the defaults in section A within 5 days, Lessor may cancel the Lease by giving Lessee a written 3 day notice stating the date the Term will end. On the date the Term and Lessee's rights in this Lease automatically end and Lessee must leave the Leased Premises and give Lessor the keys. Lessee continues to be responsible for rent, expenses damages, and losses.



The Gamma Chapter
Alfred, NY



C. If the Lease is canceled, or rent or added rent is not paid on time, or Lessee vacates the Leased Premises, Lessor may in addition to other remedies take the following steps:

1. Enter the Leased Premises and remove Lessee and any person or property;
2. Use dispossessive eviction or other lawsuit method to take back the Leased Premises.

D. If the Lease is ended or Lessor takes back Leased Premises, rent and added rent for the unexpired Term becomes due and payable. Lessor may re-rent the Leased Premises and anything in it for any Term. Lessor may re-rent for a lower rent and give allowances to the new Lessee. Lessee shall be responsible for Lessor's cost of re-renting. Lessor's costs shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Lessee shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Lessee owes. Lessee waives all rights to return to the Leased Premises after possession is given to the Lessor by a Court.

19. WAIVER OF JURY, COUNTERCLAIM, SET OFF:

Lessor and Lessee waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get a possession of the Leased Premises, Lessee shall not have the right to make a counterclaim or set off.

20. NOTICES:

Any bill, statement or notice must be in writing. If to Lessee, it must be delivered or mailed to Lessee at the Leased Premises. If to Lessor, it must be mailed to Lessor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Lessor must send a written notice to Lessee if Lessor's address is changed.

21. NO WAIVER, ILLEGALITY:

Lessor's acceptance of rent or failure to enforce any term in this lease is not a waiver of Lessor's rights. If a term in this lease is illegal, the rest of this lease remains in full force.

22. BANKRUPTCY, INSOLVENCY:

If (1) Lessee assigns property for the benefit of creditors, (2) Lessee files a voluntary petition or an involuntary petition is filed against Lessee under any bankruptcy or insolvency law, or (3) a trustee or receiver of Lessee or Lessee's property is appointed, Lessor may give Lessee 30 days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Lessee must continue to pay rent, damages, losses and expenses without offset.

23. RULES (Initials Required):

Lessee must comply with these Rules. Notice of new Rules may be given to Lessee from time to time. Lessor need not enforce Rules against other Lessees. Lessor is not liable to Lessee if another violates these rules. Lessee receives no rights under these Rules:

- The comfort or rights of other Lessee must not be interfered with. This means annoying sounds, smells, or lights are not allowed. _____
- No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Leased Premises or in the hallways or public areas. _____
- Lessee must give to Lessor keys to all locks. Locks may not be changed or additional locks installed. Doors must be locked at all times. Windows must be locked when Lessee is out. _____
- Leased Premises floors must be covered by carpets or rugs, unless approved by Lessor. No waterbeds are allowed in Leased Premises. _____
- Dogs, cats or other animals or pets are not allowed in the Leased Premises or in the Building unless permission is given by Lessor. _____
- Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used only for their intended purpose. _____



The Gamma Chapter
Alfred, NY



- Laundry machines, if any, are used at Lessee's risk and cost. Instructions must be followed. Lessor may stop use at any time. _____
- Moving of furniture, fixtures or equipment must be scheduled with Lessor. Lessee must not send Lessor's employees on personal errands. _____
- Improperly parked cars may be removed without notice at Lessee's cost. _____
- Lessee must not allow the cleaning of windows or other parts of the Leased Premises or Building from the outside. _____
- Lessee shall conserve energy. _____

24. LESSOR UNABLE TO PERFORM:

If due to labor trouble, government order, lack of supply, Lessee's act or neglect, or any other cause not fully within Lessor's reasonable control Lessor is delayed or unable to (a) carry out any of the Lessor's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Leased Premises to its condition at the beginning of the Term. If the last day of the Term is a Saturday, Sunday or State or Federal holiday, the Term shall end on the prior business day.

25. END OF TERM:

At the end of the Term, Lessee must: leave the Leased Premises clean and in good condition, subject to ordinary wear and tear; remove all of Lessee's property and all of Lessee's installations and decorations; repair all damages to the Leased Premises and Building caused by moving; and restore the Leased Premises to its condition at the beginning of the Term. If the last day of the Term is a Saturday, Sunday or State or Federal holiday, the Term shall end on the prior business day.

26. SPACE TAKEN "AS IS":

Lessee has inspected the Leased Premises and Building. Lessee states that they are in good order and repair and takes the Leased Premises "as is".

27. QUIET ENJOYMENT AND HABITABILITY:

Subject to the terms of this Lease, as long as Lessee is not default Lessee may peaceably and quietly have, hold, and enjoy the Leased Premises for the Term. Lessor states that the Leased Premises and Building are fit for human living and there is no condition dangerous to health, life or safety. _____

28. LESSOR'S CONSENT:

If Lessee requires Lessor's consent to any act and such consent is not given, Lessee's only right is to ask the court to force Lessor to give consent. Lessee agrees not to make any claim against Lessor for money or subtract any sum from the rent because such consent was not given.

29. LEASE BINDING ON:

This Lease is binding on Lessor and Lessee and those that lawfully succeed to their rights or take their place.

30. OBJECTIONABLE LESSEE:

If Lessee's use of the property is unreasonable or unlawful to the annoyance, inconvenience, discomfort, or damage to other, or if obnoxious conduct is recurring or permanent, the Lessor may deem the Lessee an 'objectionable Lessee' and may terminate the Lease without further notice.

31. LESSOR:



The Gamma Chapter
 Alfred, NY



Lessor means the owner, or the Lessee of the Building, or a lender in possession. Lessor's obligations end when Lessor's interest in the building is transferred. Any acts Lessor may do may be performed by Lessor's agent or employees.

32. PARAGRAPH HEADINGS:

The paragraph headings are for convenience only.

33. CHANGES IN LEASE:

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

34. EFFECTIVE DATE:

This Lease is effective when Lessor delivers to Lessee a copy signed by all parties

35. FURNISHINGS:

If the Leased Premises is furnished, the furniture and other furniture are accepted "as is". If an inventory is supplied each party shall have a signed copy.

Rider: Additional terms on _____ page(s) initialed at the end by the parties is attached and made a part of this Lease.

Signatures: Lessor and Lessee have signed this Lease as of the date at the top.

 (Lessee) (Date)

(Lessee) (Date)

 (Lessor) (Date)



The Gamma Chapter
 Alfred, NY



PROMISSORY NOTE

Semester Date: _____

FOR VALUE RECEIVED (as described within the lease for the semester for which this note is applied), the undersigned hereby jointly and severally promise to pay to the order of *Gamma Theta Gamma Inc.*, the sum of \$2,000.00 Dollars. Said sum shall be paid in the manner following:

- Payment in full is expected no later than the last day of the third week of the semester for which this note is being applied.

This note shall, at the option of any holder hereof, be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within 10 days of its due date.
2. Upon the death, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
3. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within 5 days of due date shall be subject to a late charge of 10% of the beginning balance or 1.5% interest per month whichever is more. Gamma Theta Gamma Inc. reserves the right to waive such fees as it sees necessary. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, Whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless writing; and any indulgence on any on occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each other's a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of New York State.

 (Lessee) (Date)

(Lessee) (Date)

 (Print) (SS#)

(Print) (SS#)

 (Corporate Officer) (Date)



The Gamma Chapter
Alfred, NY



PET AGREEMENT

This agreement is attached to and is part of the Rental Agreement dated _____ between

_____, (Lessor), and _____,
(Lessee).

It becomes effective on _____ (date).

Lessee desire to keep the following described pet

Type: _____

Breed: _____

Name: _____

Weight: _____

in the Leased Premises they occupy under the Rental Agreement referred to above. Because this agreement specifically prohibits keeping pets without the Owners' permission, Lessee agrees to the following terms and conditions in exchange for their permission:

- 1) Lessee agrees that they are solely responsible for the maintenance of the above described pet, and agree to keep their pet under control at all times.
- 2) Lessee agrees to keep their pet restrained, but not tethered, when it is outside their Room (Apartment).
- 3) Lessee agrees to adhere to local ordinances, including leash and licensing requirements.
- 4) Lessee agrees not to leave their pet unattended for unreasonable periods.
- 5) Lessee agrees to clean up after their pet and to dispose of their pet's waste properly and quickly on our property.
- 6) Lessee agrees to not leave food or water for their pet or any other animal outside their Room (Apartment) where it may attract other animals.
- 7) Lessee agrees to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Manager.
- 8) Lessee agrees to provide their pet with an identification tag that the pet will wear at all times while on the premises.
- 9) Lessee agrees not to breed or allow the pet to reproduce, but if this should occur, the pet's offspring will be placed within eight weeks of birth.
- 10) Lessee agrees to immediately pay for any damage, loss, or expense caused by their pet, and in addition, they will add \$_____ to their security/cleaning deposit, which may be used for cleaning, repairs or delinquent rent when Lessees vacate. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Lessees within _____ days after they have proved that they no longer keep this pet.
- 11) Lessee agrees to pay for pest infestation services resulting from pets allowed in the property by Lessee after termination of occupancy.
- 12) Lessee agrees that this Agreement applies only to the specific pet described above and that no other pet may be substituted. Lessee agrees to furnish the Lessor with a picture of their pet prior to occupancy.
- 13) Lessee agrees that the Lessor reserve the right to revoke permission to keep the pet should the Lessees break this agreement. Lessees will be given 3 days to remove the pet from the premises.
- 14) Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Lessor.



The Gamma Chapter
Alfred, NY



(Lessee)

(Lessor)