

INDIVIDUAL HOUSING AGREEMENT FOR 34th STREET HOUSING 2013-2014

The academic terms included in this Agreement are:
Fall 2013, Winter 2014, Spring 2014, and Summer 2014

I. GENERAL TERMS AND CONDITIONS OF HOUSING AGREEMENT

1. This Individual Housing Agreement ("Housing Agreement") is between the individual student (hereinafter referred to as "Resident") and Drexel University. It sets forth the terms and conditions under which Resident may occupy the Chapter House.
2. Only students regularly enrolled, registered for classes, and in good academic and financial standing at the University may occupy the Chapter House. Limited exceptions to the foregoing for a temporary period based on special circumstances may be made by the Director of University Housing, after consultation with the Fraternity/Sorority.
3. All students residing in the Chapter House units are first and foremost members of the University community and are required to abide by all applicable federal, state and local laws and ordinances as well as all University policies, rules, regulations, and standards of conduct in order to retain this Housing Agreement. In addition, the standards and obligations of the University's policies for Student Organizations and Fraternity and Sorority Life (as amended from time to time) guide the activities and development of all recognized fraternal groups and, therefore, also define the Resident's role in matters of collective responsibility which may affect a Resident's term of continued occupancy.
4. As residents of a Fraternity/Sorority Chapter House, students are also expected to abide by house rules and chapter regulations as promulgated by the Fraternity/Sorority (its undergraduate and/or local alumni corporation organizations) which are in accord with general University conduct codes and standards.
5. The University reserves the right to supplement, amend, elaborate, or clarify this Housing Agreement through the issuance of memoranda, rules, regulations, or directives governing Fraternity/Sorority residential Chapter Houses during the period of occupancy defined by this Housing Agreement.
6. Residents have the onsite, daily responsibility for maintaining an orderly, healthful, safe, pleasant, and educationally productive living environment within their Fraternity/Sorority residential unit. Many procedural items noted in this Housing Agreement should first be handled directly between the Resident and the House Director or University Designee, with the House Director or University Designee then relaying all data and information to the University for administrative disposition.
7. This Housing Agreement covers some of the more serious problems in Fraternity/Sorority residences and is not meant to be all-inclusive. Students are expected to conduct themselves in a manner that demonstrates due regard for their fellow residents and members of the University and surrounding community.
8. Pest control is of particular concern in an urban environment. The Office of University Housing provides weekly service to all public areas and provides an on-going, aggressive extermination program for all properties. Any resident wishing to have their room exterminated during the course of the year may do so, at maximum three times per term. This service can be requested by contacting the individual house director or communicating directly with the Office of University Housing. Private room exterminations are completed on the same day the public areas are completed in a particular building. House residents must make every effort to maintain a clean and tidy living area. This includes the prompt removal of trash and the appropriate storage of food in kitchen areas. Storage of food in student bedrooms is strongly discouraged. Report pest control issues to your House Director immediately.
9. The University requires all students entering the University to show proof of immunization against certain vaccine-preventable diseases before arriving on campus. Failure to satisfy the immunization requirements may prevent Resident from checking in and/or being asked to vacate housing.

II. TERMS OF OCCUPANCY

1. The period of occupancy under this Housing Agreement will be for the terms indicated above.
2. The room should be vacant and in good order when occupancy begins. Resident should report all problems to the House Director or University Designee. The room must be vacated and left in good order by the Resident on the final day of occupancy.

III. CANCELLATION/TERMINATION OF AGREEMENT

1. Once the University accepts the Housing Agreement, it is binding for the period specified above and the Resident shall be held to this condition.
2. Request for Release from Housing Agreement (Cancellation): Any resident seeking early cancellation of the Agreement must complete and submit a Request for Release form to the University along with appropriate supporting documentation to the following office:

Office of University Housing
101 N. 34th Street
Philadelphia, PA 19104
T: 215-895-6155
F: 215-895-6225
E: housing@drexel.edu

3. In the event a Resident can document one of the specified Acceptable Reasons below, the Request for Release will be approved effective immediately. If the Resident checks out within forty eight (48) hours of approval notification, the date of the approval notification will determine their refund amount. If the Resident checks out beyond forty eight (48) hours of the approval notification, the date of check-out will determine their refund amount.

Acceptable Reasons:

- i. Academic Withdrawal from the University- Required supporting documentation includes a completed Undergraduate Withdraw Form.
- ii. Taking a Term Off- Required supporting documentation includes a signed letter from the Resident stating their intent to take a term off by not registering for class or co-op for any given term.

4. The Resident may request cancellation of the Housing Agreement for reasons other than those listed in section 3, including participation in a study abroad or co-op program, by submitting a Request for Release from Housing Agreement available on the University Housing website or in the University Housing main office. As set forth in the 34th Street Housing Licensing Agreement, each Fraternity/Sorority is responsible for maintaining a defined occupancy. All requests to cancel an individual Housing Agreement for reasons not identified in section 3 will be reviewed by University Housing; however, University Housing will also forward all requests to the Chapter Leadership (defined as the undergraduate President, undergraduate House Manager, and Alumni Advisor) for review and final approval. The undergraduate President shall be the authorized representative for the Fraternity/Sorority. An individual Housing Agreement shall not be considered canceled until confirmed in writing by University Housing.
5. If the Request for Release is either approved in writing by University Housing or is pre-approved as set forth in section 3 and is properly documented, the charges for the Resident for that term will be prorated based upon date of check-out and the Resident will receive a full refund for all future terms being canceled.

A Resident who has lost housing as a result of a disciplinary sanction imposed by the University is not entitled to receive a refund of any amounts paid for housing, and is liable for any and all amounts due or to become due during the remainder of the term of their Individual Housing Agreement.

In the event a Resident fails to provide written notice of their intention to cancel the Agreement using the Request for Release form, or fails in any other manner to comply with the cancellation provisions of this Agreement, the Resident will be liable for all housing charges for the remainder of the term of this Agreement.

6. The University reserves the right in its sole discretion to terminate and revoke this Housing Agreement if:
 - (a) Resident fails to pay any fees or housing charges when due; or
 - (b) Resident violates any University policies, rules, regulations and standards of conduct; or
 - (c) The Fraternity/Sorority of which Resident is a member loses its eligibility to conduct fraternity/sorority activities on the University's campus under University rules and regulations; or
 - (d) Resident is no longer an enrolled student or no longer registered for classes at the University; or
 - (e) Resident fails to abide by his obligations set forth in this Housing Agreement; or
 - (f) The termination or revocation is necessary or advisable in the interest of health, safety, or the conduct of its Fraternity/Sorority residence program.
7. This Housing Agreement may also be terminated by the University, should the Resident:
 - (a) Violate Fraternity/Sorority rules, regulations, or guidelines; or
 - (b) Exhibit behavior and conduct deemed counterproductive to the attainment of the broader educational and social aspirations of the University's Fraternity and Sorority undergraduate experience.
8. If the University revokes or terminates this Housing Agreement for the reasons set forth in Sections 6 or 7, Resident may be required to immediately vacate Resident's room and the Chapter House. In the event Resident does not vacate when requested, the University has the right to repossess Resident's room and to pack, remove and store all of Resident's furnishings and personal property at Resident's expense. The University also has the right to change the lock of Resident's room and Chapter House and bill the Resident for the cost of the lock change. The University will not be responsible for Resident's furnishings and personal property. In the event that the University revokes or terminates this Housing Agreement and requires the Resident to vacate his room, the University shall not be required to refund any amounts paid by the Resident to the University.

IV. ROOM ASSIGNMENTS.

1. This Housing Agreement may not be assigned, sublet or transferred without the prior written permission of the University. Any assignment, sublet or transfer without such written permission shall be null and void and in breach of the terms of this Housing Agreement.
2. The Resident will be assigned to a room in the Chapter House. Depending on the Chapter House, Resident may share a room with one or more persons. Room and roommate assignments are made by the University after consultation with the Fraternity/Sorority under its rules and procedures. The University reserves the right to fill each room to its stated capacity, that capacity to be determined by the University after consultation with the Fraternity/Sorority.
3. If, during this term of occupancy, a Housing Agreement is terminated with respect to any Resident, the remaining Residents shall accept such roommate(s) as are assigned by the University after consultation with the House Director. The Fraternity/Sorority shall maintain a current roster of residents and room assignments with the University.
4. Reassignment of rooms is subject to the rules and regulations of the Fraternity/Sorority as approved by the University.
5. No change in room occupancy shall be made without the prior written consent of the University after consultation with the House Director.

V. RENT, CHARGES AND BILLING.

1. All charges for Fall, Winter, Spring and Summer term residency are due on a schedule according to the University Student Financial Services' billing date.
2. All charges unpaid after the due date will automatically be subject to a late penalty charge established by the University Student Financial Services' Office.
3. Following any expiration, termination or revocation of this Housing Agreement, Resident remains liable for all housing charges and any applicable charges and fees for cleaning, repairs, damage, storage or other housing charges in accordance with the schedule established by the University. Late fees and returned check fees may be imposed as set forth in the University Catalog.
4. Resident understands and agrees that all delinquent financial obligations to the University must be satisfied before Resident's student transcript is released. The University reserves the right to submit all delinquent accounts to outside collection agencies and credit bureaus. Resident agrees to pay all reasonable collection costs and attorney fees in addition to any outstanding obligations.

VI. MOVE-IN/MOVE-OUT/ KEYS

1. Resident is required to formally check in with the House Director or University Designee and must complete a Room Condition Report to be submitted to the House Director at the beginning of occupancy.
2. Keys for individual rooms as well as Chapter House common areas will be issued to the Resident on arrival at the beginning of the occupancy period. Keys may not be transferred or given to other persons. Lost keys should be reported immediately to the House Director or University Designee. The Resident shall always be responsible for keys issued to him/her.
3. Fines for lost or damaged keys or for the unauthorized duplication of keys shall be levied by the University.
4. Before moving out, Resident is required to remove all refuse and discarded materials, leaving the room clean. Charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the Resident will be billed to the Resident.
5. When one roommate (or user of a semi-private bathroom) moves out while others remain, each is equally responsible for cleaning the room/bathroom. If the room/bathroom is not found to be in acceptable condition after inspection, cleaning service will be provided and the Residents will bear the cost.
6. At the termination of occupancy the Resident is required to formally check out with the House Director or University Designee and update the Room Condition Report submitted at Check In. In the event that the Resident fails to provide to the University the updated Room Condition Report, the Resident shall accept the University's determination of the amount of damage the Resident caused to his room and the cost of repairing such damage.
7. Residents are responsible to file with the post office and all creditors when they vacate the property so that any mail can be forwarded to the new address. University and Fraternity/Sorority shall not be held responsible for non-forwarded mail.
8. Students may reside in their assigned Chapter House over Term Break (the period between academic terms) provided that they have an active assignment for the academic term immediately preceding and the academic term immediately following the Term Break. New residents moving into the house may do so a maximum of two calendars days before the start of the academic term.
9. The following provisions apply to all Chapter Houses except for 3405 Powelton Avenue, 216 N. 33rd Street, and 216 N. 34th Street: Each property is equipped with a wireless card access reader. A Residents' Dragon Card is required for entry. Only contracted Residents of the property may be programmed for door access. Lost Dragon Cards must be reported to the Dragon Card Office immediately and the Office of University Housing for deprogramming. Front doors are alarmed and may not be propped open for any reason.

VII. ROOM ENTRY/RESIDENCY ACCESS/GUEST PRIVILEGES.

1. The University reserves the right of entry to the room(s) by authorized representatives of the University or Fraternity/Sorority for the purpose of inspection, repairs, maintenance or cleaning, situations involving threat to life or property, or the enforcement of University rules and regulations.
2. Students may not deny access to University or Chapter personnel or their representatives attempting to exercise the University's or Chapter's rights or to perform the University's and Chapter's obligations.
3. Twenty-four hour access is limited to current Residents of the building and their identified guests as well as authorized repair, maintenance, and University administrative personnel.
4. A Resident's privilege to have overnight guests is subject to the following limitations: a) approval by the House Director or University Designee is required before an overnight guest may stay in the Chapter House; b) a Resident may not pressure or force roommates to tolerate the presence of a guest; c) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to private spaces they may have, or create any situation which infringes on the rights of roommates to remain undisturbed; d) the presence of a guest may not be constant or continuous; e) a guest may not occupy a Resident's room when the Resident is not present, unless the guest has the Resident's permission; and f) every guest is subject to University policies, rules, regulations and standards of conduct and is the responsibility of the Resident-host while present in the Chapter House.

VIII. LOSS/THEFT/DAMAGE.

1. The University and the Fraternity/Sorority shall not be liable for any damage or loss of personal property in the room(s) or storage areas assigned to the student or any other person.
2. No Resident shall permit: a) the removal from or unauthorized addition to the rooms of any furniture, equipment, or property belonging to the Fraternity/Sorority or University; b) any alterations to or tampering with the installed plumbing, heating, or electrical systems; or c) any alterations to the floor, walls, ceilings, doors, or door locks of the Chapter House and rooms, without the permission of the University after consultation with the House Director or University Designee, including painting or making structural repairs or modifications (partitions). Charges for missing or damaged items will be assessed at replacement cost, including any necessary labor. The use of Chapter House common property in private rooms or apartments is strictly forbidden. No structure is allowed that would impede the operation of the sprinkler system.
3. Resident will be held financially responsible for the cost of repairing all room and common area damage which, in the University's sole determination, occurred due to irresponsible behavior, abuse, vandalism or violation of any term of this Housing Agreement. Residents of a specific living area or room will be held responsible for repair costs if the University determines that individual billing is not appropriate or possible. When damage occurs in common areas of the Chapter House, the costs for the repair of damages will be billed to all Residents of the Chapter House if the University determines that individual billing is not appropriate or possible. The University has the sole right to determine whether damages are billed to an individual or all Residents in a specified living area (i.e., room, suite, floor or Chapter House), after consulting with the Chapter.
4. The placement of tape, decals, or signs on the interior or exterior of the building is dependent on Chapter House and University policies, and the violation of such rules and regulations may result in the imposition of fines by the University.
5. Houses who wish to paint phrases or graphics which represent their organization must submit their requests in writing to the Office of University Housing.
6. Organizations may not make modifications to the exterior of their house without the written permission of the Office of University Housing. Failure to comply will result in a fine assessed and the organization held financially responsible for re-modifying the area.
7. Lofts are not allowed in student bedrooms.

IX. SOLICITATION/PEDDLING

1. The room(s) shall only be used for study and living purposes and not as a salesroom, office, service area, for the storage of merchandise or for any other purpose.
2. Solicitation and peddling are not sanctioned in the Chapter Houses.

X. NO PETS.

1. No pets or animals are permitted in the Chapter House.

XI. ELECTRICAL APPLIANCES/PROHIBITED ITEMS.

1. University regulations and guidelines - which conform to city, state, and federal safety standards and laws - shall govern the acceptability of all usable furniture and appliance items in the Chapter House.
2. Subject to the terms hereof, use of any electrical appliance is permitted provided that it satisfies University regulations and guidelines established for the Chapter House.
3. If, however, permitted appliances create a danger of circulatory overload, the University may issue instructions for the safe use of the appliances in question, or withdraw permission for their use. Violation of these instructions could subject the violator to the same penalties as if the appliances in question were prohibited.
4. Any appliance or item with an open flame or open coil is prohibited.
5. Space heaters can be very dangerous and may only be used with the approval of the University. They should not be used as a supplement for regular heating systems. If occupants have trouble with heat, they should contact the appropriate Chapter Officer.
6. Window air conditioners are supplied by the University and will be installed and removed from student bedroom windows by the University. Students may not install additional air conditioner units. Air conditioners are only permitted from June 1st to August 31st; exceptions will be determined by the University.
7. All appliances must be used and stored in the main kitchen. All major appliances are owned by Drexel University. Problems associated with these appliances must be reported to the House Director immediately.

XII. STORAGE AREAS.

1. Belongings left in storage areas fall under the guidelines of the University's rules.
2. Storage beyond the assigned date for the use of those facilities may result in those belongings being confiscated and disposed of by the University at any time.
3. The University and the Fraternity/Sorority will not be liable for any items left, lost, or stolen from storage areas.
4. Storage areas must be kept in accordance with Fire and Safety regulations. Boiler rooms are not approved storage areas.
5. Storage areas may only be used for Chapter belongings. No individual items may be stored in the house.
6. Food and clothing drive collections may not be stored in Chapter Houses. Coordination and logistics for such drives are to be detailed through the Office of Fraternity and Sorority Life.

XIII. VEHICLES.

1. Bicycles may be stored in student rooms or specially designed locations. They may not be stored or parked in hallways, stairwells, or other public places of the Chapter House. Bicycles left in these locations may be removed and disposed of by University or Fraternity/Sorority personnel.
2. Motorcycles and motorbikes may not be parked or stored within the Chapter House or the walkways or landscaped areas of the campus, Chapter House porches, or in the entranceways to any University building. Upon discovery, they will be ticketed and/or towed away at the owner's expense.
3. Parking directly behind the 34th Street properties is strictly prohibited as it interferes with University services such as trash removal. Cars parked in this location are subject to be ticketed or towed through the Department of Parking Services.

XIV. CLEANING.

1. Residents are responsible for cleaning their own room(s). Cleaning of common areas will be regulated by Fraternity/Sorority Chapter House Rules.
2. In the event that adequate health and safety standards are not maintained, the University or the Fraternity/Sorority may have the room(s) and common areas cleaned at the expense of the resident(s) and may take other action as appropriate.
3. Trash must be removed from houses at least three times a week and disposed of in the proper trash bin. Each house is responsible for their assigned trash collection bin and will be assessed a fine if this area is cleaned. It is not acceptable to throw trash over the top of these pens. Trash cans in each house may not exceed 44 gallons.

XV. DANGEROUS ARTICLES/SUBSTANCES/ACTIVITY.

1. The items and activities specified below are prohibited in all Fraternity/Sorority Chapter Houses.
 - a. Dangerous Articles and Substances: Possession or use of air rifles, pellet guns, pistols, firearms, ammunition, gun powder, fireworks, explosives, gasoline, and other dangerous articles or substances is prohibited.
 - b. Tampering with Fire Protection or Security Equipment: Placing false alarms, interfering with proper functioning of fire alarm or security systems, and tampering with or removing bells, heat/smoke sensors, fire hoses, extinguishers, and fire fighting equipment are prohibited. Violators will be fined and must bear the cost of recharging, repairing and replacing equipment used or damaged.
 - c. Loitering on Roofs and out of Windows: Residents are forbidden to climb through windows, or to be on ledges, parapets, walls and rooftops of buildings.
 - d. Thrown Objects: The throwing from windows of any object is extremely dangerous to persons below and therefore is prohibited.
 - e. Flammable Articles: Bunsen burners, portable stoves, and kerosene lamps are examples of items also prohibited for use in Chapter Houses. Candles should be used with extreme caution and must be attended. Live Christmas trees are prohibited.
2. Violators may be subject to fines, denial of University Housing, University suspension or other disciplinary action, Fraternity/Sorority disciplinary action, as well as civil and criminal liability.
3. If dangerous articles, substances, etc. are discovered in any room, they may be impounded by University personnel.

XVI. ALCOHOL/DRUGS/SMOKING

1. Resident, their guests and agents shall not serve or drink any alcoholic beverage in violation of University policy or any federal or state statute or local ordinance in his room or in the Chapter House.
2. Resident, their guests and agents shall not use or sell drugs, narcotics or other controlled substances in his room or Chapter House.
3. Resident, their guests and agents shall not smoke cigarettes, cigars or any similar product in his room or the Chapter House.

XVII. GOVERNING LAW: JURISDICTION

1. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the Resident and the University hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.