

## Beta-Chi Chapter of Kappa Sigma Lease Agreement New Tenants August 2018

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On this \_\_\_\_\_, 2018, in consideration of the mutual covenants and agreements herein contained, The Alumni House Fund Association, a Missouri Corporation (“Landlord”), does hereby lease to \_\_\_\_\_, a Pledge or Initiate of The Kappa Sigma Fraternity (“Tenant”), room accommodations at The Beta-Chi Chapter of Kappa Sigma House, 1701 White Columns Drive; or such other facilities which may be leased by the Landlord, located in the City of Rolla in the state of Missouri (“the premises”), under the following terms and conditions:

1. **Term.** This lease shall commence at 6:00 a.m. on the 10th day of August, 2018, and end when Tenant has spent Eight (8) semesters living in the premises, as specified in Paragraph 28 below and herein. As used herein, the term “semesters” refers to fall and spring semesters at Missouri University of Science and Technology. The term of this lease does not include the periods of time between the academic semesters of Missouri University of Science and Technology, including the winter/holiday/Christmas break, and the summer session at Missouri University of Science and Technology. Any Tenant desiring to stay in possession of the premises over the winter or summer breaks in the academic year must contact Landlord, and a separate agreement must be arranged. At the conclusion of the lease term, Tenant shall return possession to the Landlord, and return all keys to the premises to the Landlord. Tenant shall return the premises at the end of the lease term to the Landlord in as good state and condition as they were let, ordinary wear and tear excepted.
  
2. **Rent.** Tenant agrees to pay, without demand, to Landlord as rent for the premises, the following amounts for the 2018-2019 school year (fall semester 2018 and spring semester 2019) based on room type. Rent will be paid twice per semester according to the following schedule:

	Aug 10, 2018	Oct 16, 2018	Jan 16, 2019	Mar 12, 2019	Total Year
<b>Original Section</b>	<b>\$2,445</b>	<b>\$2,445</b>	<b>\$2,445</b>	<b>\$2,445</b>	<b>\$9,780</b>
<b>New Addition</b>	<b>\$2,695</b>	<b>\$2,695</b>	<b>\$2,695</b>	<b>\$2,695</b>	<b>\$10,780</b>

**The above amounts include \$544 annual fraternity dues and activity expenses that Landlord collects on behalf of The Beta-Chi Chapter of Kappa Sigma.**

**The above rates are subject to modification each year pursuant to Paragraph 2A below.** Juniors and seniors also currently receive discounts of 3% and 7% respectively from the freshman and sophomore rates. As used in this paragraph, class year (junior or senior) shall refer to years spent living in the premises (as opposed to year by academic credits).

Payment will be billed and collected through LegFi (Legacy Financial), a company which provides online billing and collection services to fraternities, or to such alternative company or individual as Landlord may designate in writing from time to time to Tenant. You will be required to create an online account which will be used to bill you for rent and other charges incurred. The online service allows payment by e-check at no charge, or by credit card for an additional fee of up to 3%. Checks can also be made out and mailed to LegFi. LegFi will remit all payments to The Alumni House Fund Association. Questions and concerns can be directed to Stephen Hoffmann, 6 Waverton Drive, St. Louis, MO 63124, whose phone number is (314) 302-6814, and who may accept rent on behalf of and as an agent of Landlord. Robert Hoffmann, as an agent of Landlord, and residing at 12012 Deutschmann Lane, Saint Louis, MO 63131, is authorized to accept service of process and to receive all notices and demands from Tenant.

- 2A. Rent Modification.** Landlord, with input from the Executive Officers of the Beta-Chi Chapter of Kappa Sigma, shall determine Tenant's annual rent for each school year subsequent to the one in which this lease was signed during the spring semester or summer immediately preceding each school year. The annual rent specified in Paragraph 2 above is subject to modification (either increase or decrease) each school year (other than the year in which the lease is originally executed) by Landlord at Landlord's sole discretion. Landlord may not increase the annual rent pursuant to this lease more than 6% in any successive year. Landlord shall promptly notify Tenant in the event that the rent owed pursuant to this lease is modified.
- 3. Security Deposit.** First Year Tenant agrees to pay **One Thousand, One Hundred Dollars (\$1,100.00) upon signing of this lease, to be held as a refundable security deposit**, which amount is not to be applied by Tenant as last month's rent. A Tenant remaining in the premises from a prior term who has already paid a security deposit shall not be required to pay a new security deposit, so long as any such security deposit has not been used to pay any damages or late rent Tenant was responsible for. The security deposit is to be paid to Landlord prior to occupying the premises. Within thirty (30) days after the termination of this tenancy, Landlord agrees to return Tenant's deposit, or to provide Tenant with a written itemized list of damages for which the deposit or any portion thereof is withheld, along with the balance of the deposit. The security deposit may be applied to any rent due and damages to the property at the termination of the lease. Landlord shall send all notices, payments and statements to Tenant's last known address. The security deposit shall not constitute a trust fund, and Landlord shall have no obligation to pay or account to Tenant for any interest or earnings in connection with any security deposit. In the event that Tenant's security deposit is used to pay for damage caused by Tenant or to cover unpaid rent owed by Tenant, Tenant must immediately deposit with Landlord a new security deposit if Tenant wishes to continue to reside in the premises. It is understood by Tenant that "the termination of this tenancy" shall mean Tenant's final graduation or withdrawal from Missouri University of Science and Technology, and not conclusion of this particular school year. Please refer to paragraph 28 for how Tenant security deposits will be handled in unique situations. If (1) Tenant moves out of the premises before Tenant has resided in the premises for Eight (8) semesters; and (2) Tenant continues to be a member of Kappa Sigma; and (3) Tenant continues to be a student at Missouri University of Science and Technology; then Tenant's security deposit shall be forfeited to Landlord as liquidated damages.

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- 4. Room and Meals.** Tenant shall request prior to the signing of the lease which type of room he would prefer. All efforts shall be made to place Tenant in the type of room requested. However, Tenant agrees to accept any room assigned to him at the Premises each school year according to the Chapter House Rules promulgated by Landlord, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma. Landlord agrees to furnish a room and the necessary facilities to Tenant. Tenant's rent shall include the amount necessary to pay for all occupancy expenses of the house and 16 to 20 meals per week. Rent also includes all dues and insurance paid to the Kappa Sigma Fraternity and normal operating expenses of the chapter. Rent shall not include pledging and initiation fees of the Kappa Sigma Fraternity (which must be pre-paid by Tenant in accordance with the Constitution and rules of the Kappa Sigma Fraternity), cable television in individual rooms, MST network fees, or mark-ups (purchases of various items throughout the year, which may be added to Tenant's bill). Tenant is also entitled to make reasonable use of the common areas of the premises, subject to the Landlord's Chapter House Rules, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma. Any grievance regarding the operation or maintenance of the Premises shall be made in writing to Landlord.
- 5. Additional Charges.** Tenant agrees to pay any and all additional charges to Landlord that are incurred by or assessed against Tenant. These additional charges include, but are not limited to, MST network fees (currently \$45 / semester), mark-ups, fines (whether assessed by Landlord or the Undergraduate Chapter), assessments (including a potential rush assessment, and fees (including all national Kappa Sigma fees such as the Pledging and Initiation Fees incurred by new members).
- 6. Rules.** Tenant agrees to be bound by all provisions of the Landlord's Chapter House Rules, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma, as well as the Constitution, By-laws, and Rules of the Kappa Sigma Fraternity. Tenant acknowledges that the Landlord's Chapter House Rules, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma may be amended from time to time at the discretion of the members of The Alumni House Fund and/or the Beta-Chi Chapter of Kappa Sigma. Tenant also acknowledges that the Constitution, By-Laws, and Rules of the Kappa Sigma Fraternity may be amended from time to time at the discretion of the members of the Kappa Sigma Fraternity, and such changes are wholly outside the power of Landlord to influence. The Landlord's Chapter House Rules are incorporated herein this Lease Agreement by reference as if set forth in full herein; if there is any conflict between this Lease Agreement and the Landlord's Chapter House Rules, this Lease Agreement shall govern.
- 7. Late Charge.** Tenant agrees to pay an additional late charge of Forty-Five-Five Dollars (\$45.00) per month for any rent paid more than Five (5) days after its due date. All payments shall be applied first to overdue rent and any other charges then due (including any additional rent due to late payments and any known damages), if any, and then to current rent.
- 8. Checks.** Landlord may collect from Tenant as additional rent the sum of Thirty-Five Dollars (\$35.00) if any check given to Landlord by or on behalf of Tenant is returned unpaid for any reason. If such an event occurs, Landlord shall be entitled to require all future payments from Tenant to be by money order or cashier's check.
- 9. Animals and Pets.** Tenant agrees to be bound by all provisions of the Landlord's Chapter House Rules, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma

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governing pets. No pets of any kind shall be kept anywhere on the premises except for one "house dog." The "house dog" shall be kept by one member approved by the Chapter and kept in a designated room. This paragraph notwithstanding, licensed service dogs shall be permitted on the premises if such licensed service dogs are needed by Tenant or Tenant's invitees.

- 10. Dangerous Items.** Fireworks, explosives, air soft guns, BB guns, and pellet guns are prohibited on the premises. Paintball guns may be kept on the premises, provided that they are stored and kept unloaded, and without an air tank attached. The discharge of a paintball gun on the premises is prohibited. Flammable materials like gas, oil, paint thinners or kerosene must be stored in the shed and/or Chapter work room, and may not be kept in individual rooms. Firearms (excluding handguns) may be kept on the premises unloaded, equipped with a trigger lock, and otherwise in strict accordance with Landlord's Chapter House Rules for such purposes as hunting, rifle club, ROTC, etcetera. No handguns may be kept on the premises. No ammunition may be kept anywhere on the premises (including vehicles). Any violation of Landlord's Chapter House Rules pertaining to firearms may result in immediate eviction.
- 11. Satellite Dishes.** Tenant shall not be permitted to place a satellite dish anywhere on the premises, including but not limited to, the roof, yard, or walls of the premises.
- 12. Candles.** Tenant is not permitted to burn candles in Tenant's room or anywhere else in the residential portion of the premises.
- 13. Smoking.** Tenant is not permitted to smoke anywhere in the interior of the premises. Smoking is permitted on the patio areas of the exterior of the premises, provided that all cigarette butts are placed in the ashtrays provided.
- 14. Delivery of Premises and Furniture.** Landlord shall deliver the premises to Tenant in a tenantable condition, with the following items of furniture included: desk, bed, mattress, desk chair, couch, closet shelving, TV stand, and table (either coffee table and/or end table, depending upon room). Lamps are also provided in certain rooms. If Tenant fails to take possession of the premises, Tenant is still responsible for paying rent and fulfilling his or her other obligations under this Lease. If Landlord is unable to deliver possession of the premises to Tenant for any reasons not within Landlord's control, including, but not limited to, a partial or complete destruction of the premises, Tenant will have the right to terminate this Lease upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to a return of all sums previously paid by Tenant to Landlord.
- 15. Condition of Premises.** Tenant shall be given the opportunity to inspect the premises and his individual room at the commencement of this lease, and at the beginning of each subsequent academic semester. Pursuant to the Landlord's Chapter House Rules, Landlord shall conduct a move-in and move-out inspection each academic semester. It is Tenant's responsibility to point out to Landlord any damages or items in need of repair in Tenant's room during the move-in procedure. Any damages or items in need of repair noted on the move-out inspection that were not noted on the move-in inspection shall be the responsibility of Tenant. Tenant agrees not to make alterations, modifications, or improvements to or to remodel the premises without the prior written consent of the Landlord, and this includes, but is not limited to, any painting, electrical work, drywall work,

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plumbing work, any work that requires damaging or drilling into the cinder blocks or drywall in Tenant's room, and the moving of any furniture provided by Landlord in Tenant's room.

- 16. Use of the Premises.** Tenant will use the premises only for residential purposes, and will comply with all laws, ordinances, orders, and regulations of governmental authorities relating to the premises. Tenant shall not change the locks on the premises without the prior written consent of the Landlord. If permission is given, then Tenant shall furnish a key for the new locks to Landlord. Tenant shall keep the premises clean and in good condition at all times.
- 17. Quiet Enjoyment of Premises.** Landlord agrees that, if the rent is being paid in the manner and at the time prescribed herein, and if all other covenants and obligations of Tenants are being all and singularly kept, fulfilled, and performed, Tenant shall lawfully and peacefully have, hold, possess, use, occupy, and enjoy the premises so long as this Lease remains in force, without hindrance, disturbance, or molestation from Landlord, subject to the specific provisions of this Lease and the Landlord's Chapter House Rules, Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma, and Constitution, By-laws, and Rules of the Kappa Sigma Fraternity.
- 18. Insurance.** Tenant understands and agrees that it shall be the Tenant's own obligation to insure personal property located on or in the premises, and the Landlord shall not be responsible for and will not reimburse Tenant for any damage, theft, loss, or destruction of Tenant's personal property. **Tenant is specifically encouraged to purchase personal renter's insurance to cover Tenant's possessions in the event of damage, theft, loss, or destruction.**
- 19. Waterbeds.** Waterbeds are prohibited from being brought onto the premises.
- 20. Appliances.** Tenant shall not be permitted to keep any full-size refrigerators or any chest freezers of any size on the premises, unless Landlord has specifically provided one intended for Tenant's particular room. Each Tenant-occupied room shall contain no more than one mid-sized refrigerator or two mini-refrigerators if the room is a two-person room, or no more than two mid-sized refrigerators or three mini-refrigerators if the room is a three-person room. Tenant agrees to abide by any and all other rules governing appliances as may be enumerated in Landlord's Chapter House Rules.
- 21. Utilities.** Tenant's rent shall include the amount necessary to pay for electricity, gas, internet, water, sewer, and trash services. No diminution or abatement of rent or other compensation shall or will be claimed by Tenant as a result of, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of, any interruption, curtailment, or suspension of utilities or services to the Premises.
- 22. Security.** Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard services or other security measures for the benefit of the Premises. Tenant assumes all responsibility for the protection of Tenant, and Tenant's invitees.
- 23. Maintenance and Repair.** Tenant will keep and maintain the leased premises in good and sanitary condition during the term of the lease and any renewal thereof, except as specified otherwise herein. Tenant shall not keep, and shall not permit any others to keep, any unlicensed vehicles or any non-

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operating vehicles on premises. Maintenance and repair of the leased premises not due to Tenant's misuse, waste, or neglect or that of his agents or invitees, shall be the responsibility of Landlord or Landlord's assigns, except where specifically delegated to Tenant in the Landlord's Chapter House Rules. If maintenance, repair, or cleaning is needed on the premises because of the misuse, waste, neglect, or willful action of Tenant, or that of his agents or invitees, then Tenant shall be responsible for paying Landlord the amount of actual costs of labor and materials for such maintenance, repairs, or cleaning, plus a Fifty Dollar (\$50.00) fine. Tenant will keep the Landlord advised at all times of the need of any repairs in or to the premises.

- 24. Sublease or Assignment.** Tenant shall not assign this Lease nor sublet the whole or any part of the Premises without first obtaining the written consent of the Landlord.
- 25. Alterations and Improvements.** Tenant shall make no alterations to the building on the premises or construct any building or make other improvements on the premises without Landlord's prior written consent. All alterations, changes, and improvements built, constructed, or placed on the premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall be, unless otherwise provided by written agreement between Landlord and Tenant, the property of Landlord and remain on the premises at the expiration or sooner termination of this Lease. Tenant shall not tape, tack, nail, affix, or otherwise attach any object to the door of Tenant's room, unless such object is affixed to the tack board provided.
- 26. Damage to Premises.** If the leased premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his or her agent or visitor, the premises shall be promptly repaired by Landlord, and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been uninhabitable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his agent or visitor, to the extent that Landlord shall decide not to rebuild or repair, the term of this Lease shall not end, and the rent shall be prorated up to the time of the damage.
- 27. Right of Entry.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises to inspect the premises and all buildings improvements thereon, to repair the premises, to maintain the premises, or to show the premises to prospective tenants.
- 28. Release from Lease Agreement or Certain Lease Provisions.** Tenant pledges and agrees to live on the premises subject to this Lease Agreement (as may be modified from time to time) for at least eight (8) academic semesters at Missouri University of Science and Technology. Tenant may be released from this Lease Agreement, or certain provisions of this Lease Agreement, depending on and as specified in the below subparagraphs. Nothing in this section shall be construed to waive Landlord's right to collect any past due rent or monies from Tenant for such time that Tenant was occupying the premises.
- A. Tenant shall be released from this Lease Agreement if Tenant graduates from Missouri University of Science and Technology, or otherwise ceases to be a student at Missouri

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University of Science and Technology. Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises.

- B. If Tenant ceases to be a Pledge or Initiate of the Kappa Sigma Fraternity, either through a process of the Beta-Chi Chapter of Kappa Sigma, a process of the National Kappa Sigma Fraternity, or by his own free will, then this Lease Agreement shall terminate upon Tenant's lawful vacating of the property, and Tenant shall vacate the premises within Ten (10) days, subject to Paragraph 29 below. Tenant shall owe rent and all other charges up to and until the day that Tenant vacates the premises. If Tenant does not vacate the premises within Ten (10) days, then Tenant shall forfeit his security deposit to Landlord as liquidated damages, and shall owe double rent for each day that he remains in the premises.
- C. If Tenant is suspended as an active member of the Kappa Sigma Fraternity either through a process of the Beta-Chi Chapter of Kappa Sigma or a process of the National Kappa Sigma Fraternity (and the suspension terms dictate that Tenant must vacate the premises), then Tenant shall vacate the premises within Ten (10) days, subject to Paragraph 29 below. Tenant shall owe rent and all other charges up to and until the day that Tenant vacates the premises. If Tenant does not vacate the premises within Ten (10) days, then Tenant shall forfeit his security deposit to Landlord as liquidated damages, and shall owe double rent for each day that he remains in the premises. Tenant's obligation to pay rent and assessments is suspended for such period of time as Tenant remains suspended from the active chapter.
- D. If Tenant is on a "co-op" or internship for a portion of the lease term and is not living at the premises, then Tenant's obligation to pay rent and assessments is suspended for such period of time as Tenant remains on a "co-op" or internship and is not living at the premises. Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises. A Tenant may only move out pursuant to this subsection between semesters at Missouri University of Science and Technology; if Tenant moves out mid-semester, Landlord may, at Landlord's option, treat the obligation to pay rent as ongoing.
- E. If Tenant marries, Tenant shall have the option to be released from this Lease Agreement if Tenant will be residing with Tenant's spouse. Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises. Tenant shall give Landlord thirty (30) days' notice of his desire to be released from this Lease Agreement. If Tenant does not give Landlord timely notice, Tenant shall forfeit his security deposit to Landlord as liquidated damages. Tenant understands that he must still pay all assessments, out of house fees as applicable, Kappa Sigma fees, and social fees to continue to be an active member.
- F. If Tenant has family (as hereinafter defined) owning real property in the County of Phelps, Missouri and residing upon such real property as their primary residence, Tenant shall have the option to be released from this Lease Agreement if Tenant will be residing with such family. Family shall include parents, legal guardians, siblings, aunts, uncles, grandparents, and first cousins. Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises. Tenant shall give Landlord thirty (30) days'

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notice of his desire to be released from this Lease Agreement. If Tenant does not give Landlord timely notice, Tenant shall forfeit his security deposit to Landlord as liquidated damages. Tenant shall provide Landlord with appropriate documentation to allow Landlord to verify the existence of immediate family members owning real property in the County of Phelps, Missouri and residing upon same. A Tenant may only move out pursuant to this subsection between semesters at Missouri University of Science and Technology; if Tenant moves out mid-semester, Landlord may, at Landlord's option, treat the lease as ongoing. Tenant understands that he must still pay all assessments, out of house fees as applicable, Kappa Sigma fees, and social fees to continue to be an active member.

- G. If Tenant has lived at the premises for Eight (8) semesters, or has lived at the premises and/or has been on "co-ops" for a period of Eight (8) semesters, Tenant shall have the option to be released from this Lease Agreement, provided that no more than two "co-op" semesters may count toward the Eight semester total. Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises. Tenant shall give Landlord sixty (60) days' notice of his desire to be released from this Lease Agreement. If Tenant does not give Landlord timely notice, Tenant shall forfeit his security deposit to Landlord as liquidated damages. A Tenant may only move out pursuant to this subsection between semesters at Missouri University of Science and Technology; if Tenant moves out mid-semester, Landlord may, at Landlord's option, treat the lease as ongoing. Tenant understands that he must still pay all assessments, out of house fees as applicable, Kappa Sigma fees, and social fees to continue to be an active member.
- H. If Tenant has not lived at the premises for Eight (8) semesters, or has not lived at the premises and/or has not been on "co-ops" for a period of Eight (8) semesters (with no more than two "co-op" semesters counting toward the Eight semester total), but Tenant desires to be released from this Lease Agreement and live outside of the premises, Tenant must pay a one-time penalty as specified herein to Landlord at the time Tenant vacates the premises, which is dependent on how many semesters Tenant has remaining toward the eight semester requirement. In addition to this penalty, Tenant forfeits his deposit as specified in Paragraph 3 above. If Tenant vacates the premises without paying the specified penalty, Landlord will treat Tenant's action as a Default, and proceed according to Landlord's discretion, including treating Tenant's obligation to pay rent as ongoing for the duration of the Lease Agreement term, up to 8 semesters. If Tenant pays Landlord the penalty specified herein, Tenant shall owe rent and all other charges up to and until the end of the month in which Tenant vacates the premises. Tenant understands that he must still pay all assessments, out of house fees as applicable, Kappa Sigma fees, and social fees to continue to be an active member.

One-time penalty amounts if Tenant has:

- a. 7 semesters remaining toward eight semester requirement: \$4,750
- b. 6 semesters remaining toward eight semester requirement: \$4,250
- c. 5 semesters remaining toward eight semester requirement: \$3,750
- d. 4 semesters remaining toward eight semester requirement: \$3,250
- e. 3 semesters remaining toward eight semester requirement: \$2,750
- f. 2 semesters remaining toward eight semester requirement: \$2,250

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- g. 1 semester remaining toward eight semester requirement: \$1,500

Tenants desiring to remain members of the Beta-Chi Chapter of Kappa Sigma after having been released from this Lease Agreement pursuant to subparagraphs “E”, “F”, “G”, and/or “H” agree to execute a “Membership Agreement” with Landlord governing payment of non-rent dues such as rush assessments, mark-ups and national Kappa Sigma membership dues and/or authorize Landlord to continue billing Tenant for such assessments, mark-ups, and dues. It shall be presumed that all Tenants having vacated the premises and having been released from this Lease agreement pursuant to subparagraphs “E”, “F”, “G”, and/or “H” shall desire to remain members of the Beta-Chi Chapter of Kappa Sigma. Tenants who refuse to execute a “Membership Agreement” with Landlord and/or refuse to pay such assessments, mark-ups, and dues upon billing: 1) authorize Landlord to discontinue paying national Kappa Sigma membership dues for Tenant/Member; 2) authorize Landlord to consider Tenant/Member to no longer be a member in good standing with the chapter; 3) authorize Landlord to ban Tenant/Member from the premises and all Beta-Chi Chapter of Kappa Sigma events; 4) authorize Landlord or its representative to initiate proceedings with the Kappa Sigma Fraternity to remove Tenant/Member from the membership rolls of the Kappa Sigma Fraternity and its Beta-Chi Chapter; and/or 5) take any other action at law or in equity to recover such assessments, mark-ups, and dues. The provisions herein governing payment of assessments, mark-ups, and dues, and of Paragraphs 30 and 31 below, shall survive the termination or release of this Lease Agreement.

**29. Loss of Charter/Members.** Paragraph 28, Subparagraphs B and C notwithstanding, Landlord may, at Landlord’s option, continue to treat Tenant’s lease as continuing, in the event that an action of the National Kappa Sigma Fraternity results in the loss, suspension, revocation, or trusteeship of the Charter of the Beta-Chi Chapter of Kappa Sigma, or if an action of the National Kappa Sigma Fraternity results in the suspension or expulsion of Tenant. Landlord will promptly notify Tenant if Landlord elects to continue the Lease Agreement pursuant to this Paragraph.

**30. Default.** Landlord may, upon Tenant default, utilize any of the legal or equitable remedies the State of Missouri provides for with regards to Tenant default, whether statutory or pursuant to the common law. Landlord will provide Tenant notice of Tenant’s default, except where not required by law. Default on the part of Tenant shall include, but is not limited to, the following:

- A. Delinquency in the due and punctual payment of any rent or other payment required hereunder for more than Five (5) days after the date such payment is due, including any assessments, mark-ups, and/or dues;
- B. Disorderly or illegal behavior on the part of Tenant or Tenant’s invitees;
- C. The illegal manufacture, sale, possession or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals within premises by Tenant or Tenant’s invitees; and/or
- D. Violations of any of the covenants or conditions of this Lease, or the Landlord’s Chapter House Rules.

- 31. Attorney Fees.** If after any default in this lease, or any default in the payment of the assessments, mark-ups, or dues described in Paragraph 28 after the release from this lease, the Landlord shall place any matter arising out of or concerning the lease or the assessments, mark-ups, or dues described in Paragraph 28 with an attorney, either to collect damages, to enforce the lease, or in response to a legal action brought by Tenant, Tenant shall pay Landlord's legal fees. Landlord shall be entitled to attorney fees, costs, and expenses incurred in the preparation and service of any notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with the underlying default. Any amounts due to Landlord under this section may, at the option of the Landlord, be considered additional rent and may be enforced pursuant to the terms of the lease. If Landlord brings suit against Tenant, Tenant consents to venue in either the County of Phelps or the County of Saint Louis.
- 32. Eminent Domain.** If all or any part of the Premises are taken through eminent domain, this Lease shall terminate (on a pro-rata basis) as to the part taken as of the date of taking. In the event of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease for the balance of the Premises by notice to the other within thirty (30) days after the taking. However, Tenant's right to terminate arises only if the portion of the Premises taken substantially handicaps, impedes, or impairs Tenant's enjoyment and use of the Premises. In the event of any taking, Landlord shall be entitled to all compensation, damages, income, rent, awards, or any other interest that may be paid in connection with the taking. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, or otherwise, other than for prepaid rent.
- 33. Successors in Interest.** The provisions, covenants and conditions of the Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of Landlord.
- 34. Abandonment.** Tenant shall not be considered to have abandoned or vacated the premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the premises or not.
- 35. Right of Re-entry.** Upon termination of this Lease in any manner, Landlord may re-enter the premises and remove all persons and property there from, and repossess and enjoy the premises again. All remedies of Landlord under this Lease are cumulative and are given without impairing any other rights or remedies of Landlord as provided by law.
- 36. Subordination.** This lease shall be subject and subordinate to the lien of existing mortgages, and any mortgages hereafter made a lien on the leased property; provided, however, that Tenant's rights and privileges under this Lease or any renewal or extension thereof shall not be diminished or interfered with by the mortgagee or any purchaser upon foreclosure or sale; and Tenant agrees to attorn to the mortgagee or any such purchaser, or their assignees, as Tenant's new Landlord under the Lease, as if the Lease had been originally made between Tenant and such party.
- 37. Indemnity.** The Tenant assumes all risk of loss, damage or injury, by fire or otherwise, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and releases the Landlord, his successors and assigns, from all claim for such loss, damage or injury sustained by the Tenant, or by any agent or invitee of the Tenant, or by any other person, whether caused by the negligence of the Landlord, its agents or employees, or

## Beta-Chi of Kappa Sigma Lease Agreement August 2018

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otherwise; and the Tenant agrees to indemnify the Landlord, his successors and assigns, against all claims for such loss, damage or injury sustained by the Tenant, or by any agent or invitee of the Tenant, or by any other person, whether the same be caused by the negligence of the Landlord or its officers, agents, employees, or otherwise.

- 38. Waiver.** Any failure by Landlord to exercise any rights under this Lease shall not constitute a waiver of Landlord's rights.
- 39. Entire Agreement.** This Lease, and the other documents and agreements referenced herein, constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings between the parties pertaining to the subject matter hereof. No modifications to this Lease shall be made unless agreed to in writing by both Landlord and Tenant, unless as otherwise specified (i.e. such as a modification to any of the Rules specified in Paragraph 6).
- 40. Severability.** If any part of this Lease shall be held to be unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.
- 41. Laws in Effect.** This Lease shall operate under the laws of the State of Missouri.
- 42. Cosigner.** Tenant is required to have one of their parents or legal guardians cosign this Lease Agreement, unless Tenant prepays rent pursuant to Paragraphs 2 and 2A above in an amount equal to the rent for that particular school year. Any cosigner is liable for all rent and other financial obligations incurred by Tenant as a result of this lease if Tenant fails to satisfy those obligations.
- 43. Notices.** Unless otherwise indicated, all notices required or permitted pursuant to this Lease shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by certified mail, postage prepaid, to the respective parties at the addresses set forth below on or before the date of such notice:
- A. If to Landlord, to: Richard F. Manning, Treasurer, 1851 Dougherty Terrace Drive, Ballwin, Mo 63021
  - B. If to Tenant, to: The address designated by Tenant below.

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IN WITNESS WHEREOF, the parties have executed this Lease on the last date and year written below:

LANDLORD:  /s/ Stephen J. Hoffmann 7-10-18

**Stephen J. Hoffmann, Treasurer** Date

On behalf of The Alumni House Fund Association

TENANT:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name (First, Middle, Last)

\_\_\_\_\_  
Permanent Street Address City State Zip Code

\_\_\_\_\_  
Date of Birth Social Security Number

COSIGNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (First, Middle, Last)

\_\_\_\_\_  
Permanent Street Address City State Zip Code

\_\_\_\_\_  
Date of Birth Social Security Number

Permission to charge mark-ups (Yes / NO): \_\_\_\_\_