

FOR GOOD AND VALUABLE CONSIDERATION the 737 Comstock Avenue, Inc. (the "Landlord"), the Student named and signed below, do hereby agree, as follows:

1. Common Area Spaces – The Landlord shall provide the Student access to Common Area living space in the fraternity house (the "House") maintained by the Landlord at 737 Comstock Avenue, Syracuse, New York, during the portion of the academic year of Syracuse University. The Common Area Fee is for access to the Common Area space in 737 Comstock Avenue and not for any particular room which is leased to an individual member of the Chapter. The House is not available for occupancy while Syracuse University is not in session.
2. Student's Board. Students are eligible to join the Board Club at the established rates. Students who do not join Board Club will be expected to pay for any meals consumed or event at the rate established for the meal or event. For the 2017-2017 academic year Board Club is being operated by Psi Psi Chapter and not by Landlord.
3. Payments by Students. The Common Area Fee of \$225.00 per semester (plus a late fee for registrations after May 1 of \$25.) shall be due from each member not living in the Chapter House and paying full room. The fee shall be billed to the Student and payable by the Chapter to Landlord in full no later than September 15th and January 15th each term, or as otherwise noticed in writing. Failure to make all such payments in a timely manner shall result in: Student being prohibited from entering into the House. In addition to the Room Fee, the Student also shall pay to the Landlord such individual charges as he may incur (upon his request) for optional goods and services furnished from time-to-time by the Landlord. The Landlord is not responsible for the collection of assessments as the Student may otherwise be obligated to pay as a member of the Psi Psi Chapter of the Sigma Chi Fraternity, including social fees, initiation fees, and national dues as are customarily charged to members of said Sigma Chi Fraternity.
4. Security Deposit;. Chapter shall pay to Landlord a refundable Security Deposit of \$1000.00 payable in full no later than fifteen (15) days after the commencement of the Contract Term. The Security Deposit shall be held by the Landlord and either: (a) applied to remedy any default of the Student under the terms and conditions of this Room and Board Contract, including but not limited to the repair of any damages, excessive wear and tear and/or rubbish removal necessitated by the Student's acts or omissions; or (b) refunded to the Student upon the Student's full performance of his obligations under this Agreement. Any forfeiture of the Security Deposit, as described in the preceding subparagraph (a), shall in no way limit Landlord's right to pursue any and all other legal remedies for damages caused by any default of the Student.
5. Use of House. So long as he remains in compliance with all of the terms, provisions and conditions of this Common Area Access & Maintenance Agreement, the Student shall be entitled to visit and use the House exclusively for social purposes. The Student shall not conduct any business or commercial enterprise in the House. The Student shall at all times comply with: (a) all local, state, and federal laws, ordinances, and regulations; (b) all rules, regulations, standards of conduct, terms, provisions and conditions of the Syracuse University Student Handbook; and (c) all House Rules and Regulations of the Landlord, as may be adopted and modified from time to time by Landlord, including but not limited to the Anti-Hazing Policy, which are incorporated by reference. The current Syracuse University

Student Handbook is incorporated by reference. Landlord expressly reserves the right to amend and modify Landlord's then-applicable House Rules and Regulations at any time, for any reason, and at Landlord's sole and exclusive discretion, and the Student hereby acknowledges and agrees to abide by any and all such amended/modified rules and regulations.

6. Alcohol Housing Policy. As an express condition of the Student's use of the House, the Student shall at all times strictly abide by all of the rules, regulations, provisions, terms, conditions and restrictions set forth in the alcohol consumption policies of Syracuse University, The Sigma Chi International Fraternity, The State of New York and the Landlord, as currently in effect and as such policies may be modified or amended from time to time. The current alcohol consumption policies are set forth in the House Rules & Regulations and are incorporated by reference. In addition, the Student expressly acknowledges and agrees that Landlord reserves the right to adopt, in its sole and absolute discretion and at any time, a "Zero Tolerance Alcohol-Free Housing Policy" which would prohibit any person from possessing any alcohol at any time in the House or on Landlord's property outside of the House. In the event of the adoption of a "Zero Tolerance Alcohol-Free Housing Policy", the Student shall at all times strictly abide by such policy.
7. Care of House. The Student shall take good care of: (i) the House in general, and (iii) all furniture, furnishings, and equipment throughout the House. The Student shall keep the House in a neat, clean and orderly condition, and shall make no alterations or additions to the House without the prior written consent of the Landlord.
8. Damage. Damage to a room or its furnishings beyond ordinary wear and tear will be charged to the Students occupying the room. Damages shall be calculated based on the actual cost of repair or replacement. Damage to rooms or property used in common with other Students will be charged to all such Students equally unless responsibility is acknowledged by one or more Students, in which case the damages will be charged to those Students.
9. Pets. No animals or pets shall be brought into or kept in the House, unless otherwise permitted by the Landlord in writing.
10. Injury to Student or His Property. The Landlord, and its officers, directors, employees, and agents, shall not be responsible for any injury, loss, or damage to the Student or the Student's property resulting from fire, theft, or other cause. The Student shall have insurance coverage for any property that he brings into the House against the risk of loss or damage.
11. Termination. The Landlord may terminate this agreement: (a) immediately if the House becomes uninhabitable by reason of fire, flood, windstorm, or similar catastrophe; or (b) immediately if the Student is in default of any of the terms and conditions of this agreement. In the case of a default by the Student, the Student shall, in addition to liability for any and all other damages incurred by Landlord in connection with such default, also be liable to the Landlord for any loss of revenue sustained by the Landlord and the Landlord shall be entitled to retain all sums paid to it hereunder by the Student.
12. Assignment or Modification. The Student shall not assign this agreement without the prior written consent of the Landlord. No modification of this agreement shall be effective unless it is in writing and signed by all parties.

13. Joint Liability. The Student and his undersigned parent(s) or legal guardians(s) shall be jointly and severally liable for the Student's full and faithful performance of the terms and conditions of this agreement.
14. Miscellaneous. This agreement is made with reference to and shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under this agreement shall be brought in a court of law located in the County of Onondaga, State of New York and both Landlord and Student hereby acknowledge that any such court shall be deemed to have jurisdiction over them with respect to any such action or claim in any way related to this agreement.

IN WITNESS WHEREOF, the Student has executed this agreement on the date electronically submitted.

Effective: 4.4.2017