

1. FOR GOOD AND VALUABLE CONSIDERATION the 737 Comstock Avenue, Inc. (the "Landlord"), the Student named above, and the Student's undersigned parent(s) or legal guardian(s) do hereby agree, as follows:
  1. Read Entire Document Before Electronic Submission - The Student and Student's Parents agree to read the entire Room Only Contract before hitting the Submit button on Page 9 and signing on page 5. The Student and Student's Parent acknowledges they have had an opportunity to seek legal counsel to assist them with understanding anything in this Contract they do not understand if such assistance is needed.
  2. Term and Student's Assigned Room. – The Landlord shall provide the Student living space in the fraternity house (the "House") maintained by the Landlord at 737 Comstock Avenue, Syracuse, New York, during the full 2017-2018 academic year of Syracuse University covering the Fall 2017 and Spring 2018 semesters. The Room Rent payment is for living space in 737 Comstock Avenue and not for any particular room. The Landlord reserves the right to assign the Student to a room and to change room assignment. If the Student is occupying a multiple-occupancy room, the Landlord reserves the right to assign and change roommates. The House will be available for occupancy to the Student during the same period of time Syracuse University dormitory housing is available for occupancy. The House is not available for occupancy while Syracuse University is not in session. Sublets of living space shall not be permitted without the express written consent of the Landlord. The House is not available during SU vacation weeks, winter breaks or the summer months.
  3. Payments by Students. The Room Only Fee, Security Deposit and Non-Refundable Furniture Fee shall be paid in full no later than twenty (20) days prior to commencement of the Contract Term, or as otherwise noticed in writing. Failure to make all such payments in a timely manner shall result in: (i) forfeiture of any room reservation deposit or similar advance payment, and (ii) Student being prohibited from residing in the House. In addition to the Room Fee and Board 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; Non-Refundable Furniture Fee. Student shall pay to Landlord a refundable Security Deposit of \$350. 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. Student shall also pay to Landlord a one-time Non-Refundable Furniture Fee of \$350 which shall be set aside by Landlord as part of a furniture replacement and repair reserve account. The reserve account shall be managed by Landlord in its sole and absolute discretion.

5. Late Payment Charges. If the Student fails to make any payment due to Landlord in a timely manner, then the Student shall also pay to the Landlord: (i) a late payment of \$100 per month such payments are late; (ii) such fines or penalties as may be provided by the Landlord's rules and regulations; (iii) interest on the unpaid sum at one percent per month; and (iv) all costs of collection, including reasonable attorney's fees, which the Landlord may incur in connection therewith.
6. Use of House. So long as he remains in compliance with all of the terms, provisions and conditions of this Room Only Contract, the Student shall be entitled to live in and use the House exclusively for residential 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) the current SU Terms and Conditions of Student Housing as amended and (d) all rules and regulations (aka Housing Rules and Regulations) of the Landlord, as may be adopted and modified from time to time by Landlord, all of which are hereby incorporated by reference. Landlord expressly reserves the right to amend and modify Landlord's then-applicable Housing 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.
7. Care of House and Assigned Room. The Student shall take good care of: (i) his assigned room; (ii) the House in general, and (iii) all furniture, furnishings, and equipment both in the Student's assigned room and throughout the House. The Student shall keep both his assigned room and the House in a neat, clean and orderly condition, and shall make no alterations or additions to his assigned room or the House without the prior written consent of the Landlord. Upon the expiration or other termination of this Agreement, the Student shall remove his personal property from the House and shall peaceably surrender possession of his assigned room in clean condition and good repair, ordinary wear and tear resulting from careful usage excepted. After surrender of possession by the Student, the Landlord shall have the right to dispose of any personal property left by the Student in the House or outside of the House on Landlord's property. Landlord shall not be responsible to account to Student for the disposition of such property and any cost of such disposal shall be charged to the Student's account.
8. Use of Student's Assigned Room. The Student shall not paint his room without the prior written consent of the Landlord. The Student shall not affix any items to the doors of his room. The Student shall not drive nails or screws into the woodwork, walls or ceilings of his room and shall be responsible for any damage caused by items affixed thereto. Cooking is prohibited in an individual room. The Students occupying a room may keep and use therein a small, bar-type refrigerator but no other major electrical appliances, such as air-conditioners, electric space heaters, and humidifiers, shall be kept or used in an individual room.
9. 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.

10. Pets and Waterbeds. Waterbeds shall not be kept or used in the House. No animals or pets shall be brought into or kept in the House.
11. Entry. The Landlord reserves the right to enter the Student's room during reasonable hours for the purpose of inspecting the room, making such repairs, alterations, additions, and improvements as the Landlord may deem necessary or desirable, and/or verifying the Student's compliance with all terms, provisions and conditions of this Room and Board Contract as well as Landlord's rules and regulations, the Syracuse University Student Handbook and all applicable governmental laws, rules and regulations.
12. Injury to Student or Damage to 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 insure any property that he brings into the House against the risk of loss or damage.
13. 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.
14. 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.\
15. 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.
16. 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 Landlord, the Student and the Student's undersigned parent(s) or legal guardians(s) have each electronically executed this Agreement on the date indicated below.

Effective: 4.4.2017