

Name _____

RESIDENCE CONTRACT
for
TAU KAPPA EPSILON FRATERNITY
Located at 2725 Channing Way, Berkeley, CA

The following terms and conditions constitute a contract for room and board at the Tau Kappa Epsilon Fraternity, 2725 Channing Way, Berkeley, California (the "House"). The House is owned by Nu of Tau Kappa Epsilon, a Public Benefit Corporation (the "Housing Corporation").

1. Period of Residence. The spring semester 2006, as defined by the official University of California at Berkeley ("University") academic calendar shall constitute the period of residence under the terms of this contract, except for the holiday period specified below. The House will remain open for the Spring Recess, without dining service.

2. Semester Break. The House will be closed during the semester break, and all residents must vacate the House upon commencement of the semester break, unless they receive prior authorization from the President of the House Corporation.

3. Payments. All residents will pay to the Housing Corporation a common amount for room and board. The amounts are detailed in Addendum A attached to this Contract. Payments should be made to Nu of Tau Kappa Epsilon and should be mailed to Smith & Taylor Fraternity Management – 256 Calle La Mesa – Moraga Ca – 94556 by the due dates specified in Addendum A. If payment cannot be mailed in a timely manner, the member must notify Smith & Taylor Fraternity Management. A \$200 late fee will be charged if the funds are not received within 10 days of each payment's due date.

If the number of residents exceeds 33 during the 2005/2006 school year and the Housing Corporation operates the House at a surplus for this school year, a refund, payable only out of surplus amounts, may be declared by the Housing Corporation and paid to residents who lived in the House for the full school year in an amount that does not exceed \$700 per resident. The decision to pay a refund amount, and the determination of the refund amount, if any, will be made solely by the Housing Corporation.

The December single sum payment covers the cost of residence for the spring semester as defined in the official University academic calendar. It is your responsibility to

insure that payments are received on a timely basis or you will be subject to late fines and other sanctions. Fees will also be assessed for any returned checks, and you are liable under Civil Code §1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check are not provided within thirty (30) days following a written demand.

If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, late fees, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the Housing Corporation reserves the right to serve any resident with a three-day notice to perform covenants or quit. In the event that you do not pay the required room and board fees by the established deadline, your contract may be terminated.

4. Liquidated Damages. Liquidated damages are imposed under certain conditions as set forth elsewhere in this Contract. The resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the Housing Corporation because it is impracticable or extremely difficult to fix actual damage.

5. Damages. Each resident is individually responsible for loss or damage to his room. All residents of the House shall be jointly and severally liable for loss or damage to common areas of the House where individual responsibility cannot be determined.

At the end of the term, or upon vacating the room for any other reason, you shall be responsible for restoring your room and furniture to the same condition and location they were in at the time of initial occupancy.

6. Termination of Contract. The term of this lease is for the Spring 2006 semesters as defined by the official University calendar. All requests for termination of this Contract must be submitted in writing to the Housing Corporation. The resident requesting contract termination shall continue to be liable for room and board fees until the request is approved in writing by the Housing Corporation.

If the Housing Corporation approves of the termination of this contract, the effective termination date will be the date of approval. A \$500 contract termination fee will be imposed. The resident agrees that this fee is reasonable and is to cover estimated damages, in addition to the daily room rate, which are difficult or impracticable to determine. The \$500 contract termination fee shall be in addition to the pro rated room and board fees for which the resident will remain liable until the request for termination is approved. Requests for termination

will be not considered until the termination is requested in writing. This Contract can be terminated by the Housing Corporation if you cease to be a registered student at the University.

7. Failure to Move. If you do not vacate the House by the designated move-out date, you will be liable for \$100 per day liquidated damages, in addition to a pro rated room and board fee, until you actually move out.

8. Dining Services. Dinner will be served at the House Monday through Friday during the term of this Contract and breakfast and lunch will be provided Monday through Friday. Saturday and Sunday food will be provided for residents to fix as they may desire. Each semester the Active members can vote to set their meal schedule based on their needs and have it approved by the Housing Corporation.

9. Alcohol. Possession of alcohol by persons under the age of 21 is prohibited. Both the manufacture and consumption of alcohol at the House is prohibited.

10. Controlled Substances. Possession, use, manufacture, sale, distribution, or consumption of illegal and/or dangerous drugs is prohibited.

Possession of paraphernalia for intended or implied use of controlled substances, or paraphernalia possessing controlled substance residue is prohibited.

11. A Non-Smoking Environment. Smoking inside the House is prohibited.

12. Use of Fire Escapes. The outside fire escapes are intended only for emergency use. For your safety, any other use of outside fire escapes, and any access to or use of the roof, or decks on the roof, is prohibited.

13. Guarantee. In consideration of the Housing Corporation entering into this Contract, your Parent/Legal Guardian jointly and severally guarantees and accepts financial responsibility for all payments and other obligations due the Housing Corporation by reason of this Contract. You may renew or request cancellation of this Contract upon your signature alone and the Parent/Legal Guardian also agrees to be responsible for all obligations under your renewal or cancellation.

The undersigned Student, Parent/Legal Guardian accept this Contract and agrees to make payments in accordance with the schedule as set forth in Addendum A to this Contract. All of the undersigned agree to abide by the terms and conditions of this contract.

DATED: _____
(Signature of Student/Resident)

NAME: _____
(Please Print)

DATED: _____
(Signature of Parent/Legal Guardian of Student)

Relationship to Student: _____

NAME: _____

ADDRESS: _____
(Street)

(City) (Zip Code)

DATED: _____
Nu of Tau Kappa Epsilon a Public Benefit Corporation

By _____

Title _____

Please make your check payable to Nu of Tau Kappa Epsilon and mail it with the signed documents to Smith & Taylor, 256 Calle La Mesa, Moraga, CA 94556.

ADDENDUM A

Nu of Tau Kappa Epsilon

Spring '06

Member Name: _____

Period of Residence: as defined by the official University of California at Berkeley academic calendar, 1/9/06-5/20/06, shall constitute the period of residence under the terms of this contract.

Spring Semester 2006:

Period	1/10-5/20	Rent Rate	Initial
Single Payment Due Date (<u>cash/check</u>)	12/15	\$4,525	
Single Payment Due Date (<u>credit card</u>)	12/15	\$4,600	
Monthly Due Dates (<u>check/credit card</u>)	12/15, 1/15, 2/15, 3/15, 4/15	\$4,650 (\$930/month)	

Room Name/No.	Payment Sent for	
Floor	University Status	
SS#	Driver License	DOB
Permanent Address		
Cell Phone		
E-Mail		

DATED: _____

(Signature of Student/Tenant)

DATED: _____

Nu of Tau Kappa Epsilon