

WOFFORD COLLEGE
Spartanburg, South Carolina

LEASE AGREEMENT FOR HOUSES

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2016, (“Effective Date”) by and between **WOFFORD COLLEGE** (the “College”) and the _____ **Fraternity**, a national Greek Life organization including all officers, active members, and pledges (the “GLO”):

WHEREAS, it is recognized Wofford College Greek Life student organizations occupy houses and chapter rooms on campus at the pleasure of Wofford College.

WHEREAS, this Agreement enables the GLO to understand how, and under what circumstances, it may maintain that privilege.

WHEREAS, this Agreement seeks to further the mission of Greek Life which is to support and promote the overall success and development of the members of Wofford College’s fraternity and sorority chapters through the following five core values:

- 1) **Accountability:** Hold members accountable to one another for their safety and security, their chapters’ bylaws, their national offices’ policies, the Greek Community and Wofford College.
- 2) **Scholarship:** Connect members to academic resources, help individual members and the chapters set academic goals, work with members who are struggling academically, and celebrate those members who achieve high academic standing.
- 3) **Service:** Provide opportunities for students to develop an understanding of their civic responsibility, an appreciation for differences and personal empathy by serving others and making a positive impact on their local and global communities.
- 4) **Personal Development:** Guiding purposeful student engagement, fostering a sense of community, providing opportunities of student growth and leadership development.
- 5) **Unity:** Develop and support the true sense of the Greek Life community by building relationships and increase the networking opportunities between students, alumni, parents and other partners.

For and in consideration of the rent to be paid to the College by the GLO, as hereinafter provided, and of the covenants and agreements upon the part of the College and the GLO to be kept and performed, the College hereby leases to the GLO, and the GLO leases from the College, the House # ___ more fully shown on the attached drawing located on the campus of the College (the “Premises”).

1. **Term of Agreement.** The term hereof shall begin on **April 25, 2016**, and end on **May 15, 2016**, unless earlier terminated as described herein. (the “Term”).
2. **Rent.** The annual rent for the Term shall be Five Hundred (\$500.00) Dollars, which will include water, gas and electricity. The entire rent amount is due prior to the Effective Date. It is further understood and agreed that failure of the GLO for whatever reason to pay the full annual rent and any other fees owed the College constitutes a default under Paragraph 15 and the Lease Agreement can be terminated, the Premises will be closed by the College, the Premises must be vacated, and all personal property of the GLO removed, within forty-eight (48) hours of notice to vacate.
3. **House Operation.** The Premises shall be used as a chapter home to members of the GLO, consistent with this Agreement and for no other purpose. The GLO agrees to not sublet the Premises; to make no unlawful or offensive use of the Premises; to keep same in good repair; and be responsible for any repairs caused by other than normal wear and tear. During the Term of the Agreement, the Premises shall be closed between academic terms, on academic holidays, and during the summer academic holiday and pursuant to a Temporary Closure under Section 9. Access during closed times shall only be permitted by express written permission of the Dean of Students. Should the GLO wish access to the Premises for any reason, the GLO shall request written approval from the Dean of Students for both the access and the purpose of the entry.
4. **Maintenance and Repairs.** GLO shall use its best efforts to manage and supervise the Premises, shall be responsible for cleaning and upkeep of the Premises, shall keep the Premises reasonably clear and free from all dirt and trash, and shall keep and maintain every part and portion of the Premises in good order and repair. The GLO shall be responsible for contacting in a timely manner the Assistant Dean of Students for Student Involvement or the Dean of Students to report any hazardous condition or damage and to request repairs or maintenance. If the GLO fails to maintain the Premises adequately, within twenty-four (24) hours after a warning, the Premises will be cleaned or repaired at the GLO’s sole expense. All work to repair damage to the Premises must be done by the College Physical Plant Department or under the Department’s supervision. Any damage to any portion of the Premises shall be repaired by the College at GLO’s sole expense. The College shall be responsible for repairing and replacing worn or deficient wiring, plumbing, and sub-flooring.
5. **Modifications.** Unless the Dean of Students, the Assistant Dean of Students for Student Involvement, and the Director of the Physical Plant all provide express written consent, the GLO shall not make any modification, renovation, alteration, or improvement to the Premises. The GLO shall not paint any portion of or install any lighting or audio/visual equipment on the Premises. All modifications installed or made by the GLO and any damage done to the Premises in connection with the alteration, modification, renovation, or installation and removal of the improvements will be repaired by the College at the GLO’s sole expense (See paragraph 4). The GLO shall surrender the Premises in the same condition as they were at the beginning of the Term, only reasonable wear and tear excepted.
6. **Covenants and Agreements.** The GLO covenants and agrees to perform and comply with and keep the following rules, regulations and conditions, and the College shall not be liable for any injuries or damages resulting from any violation thereof:

- a. At the beginning of the Term, the officers of the GLO will inspect the Premises with a College administrator and sign the check-in form that the Premises is in good order. The officers of the GLO will also inspect the Premises with a College administrator at the end of the Term and sign the check-out form detailing the condition of the Premises. These inspections may be videotaped.
- b. The GLO shall preserve order at all times and permit no injurious conduct to person or property.
- c. The possession, use and/or distribution of illegal drugs in and on the Premises is prohibited.
- d. Firearms and weapons, including air guns, fireworks, explosives and hazardous substances are prohibited on the Premises.
- e. Use of tobacco products (including smokeless tobacco products) are prohibited in the Premises to include the front porch of the Premises. The GLO will be fined \$250.00 per incident of the use of tobacco products or for each item of evidence of tobacco use.
- f. No flammable items (including but not limited to candles, incense, matches, or lighters) are allowed on the Premises including the front porch of the Premises.
- g. No persons, animals or personal property are allowed on the roof of the Premises, Colonnade, or Pavillion at any time. The GLO will be fined \$500.00 for each occurrence.
- h. No animals, including birds, dogs and cats are permitted in or on the Premises, with the exception of service animals.
- i. The Premises must have the capability of being locked completely so that the Premises can be made secure, and GLO shall be responsible for any damage to the Premises resulting from failure to do so.
- j. Date and time restrictions for social events held at the Premises shall be as follows: No live musical performances Sunday – Thursday without the written express consent of the Assistant Dean of Students for Student Involvement. On Friday nights, live musical performances must complete their performances by 2:00 am (Saturdays) and on Saturday evening, live musical performances must be completed by 12:00 am midnight (Sunday), unless Campus Safety or the City of Spartanburg Public Safety informs the GLO that music/noise must cease immediately. Stereos must be played at a reasonable level at all times. All music must cease at 2:00 am. An officer of the GLO must complete a Social Event Registration Form and submit it to the Assistant Dean of Students for Student Involvement at least three days (3) prior to an event to be held at the Premises. If

the event includes a large musical performance to be held out-of-doors, permits may be required by the City of Spartanburg, therefore, each GLO will be required to present to the Assistant Dean of Students for Student Involvement a list of live musical performances contracted for at the beginning of the semester.

- k. No flags, signs, advertisements, notices, or other lettering shall be exhibited on the outside of the Premises, or in a manner which is visible from outside the Premises, without prior written permission of the Assistant Dean of Students for Student Involvement.
- l. No tarps or lights, signs, or banners shall be attached to the Premises or the Colonnade, Pavilion, or other structures adjacent to the Premises without express written permission from the Assistant Dean of Students for Student Involvement.
- m. The GLO shall be responsible for removing trash, recyclables, and debris in and around the Premises and placing it in designated receptacles (dumpster located to the north of the Village) by 9:00 a.m daily. No trash or waste shall be deposited in any place on the Premises other than in proper receptacles. The GLO will be fined \$250.00 per day that trash, recyclables, or debris is not properly removed.
- n. The GLO shall not use nor permit others to use the Premises for any unlawful or immoral purposes or in such a way as to constitute a nuisance.
- o. The GLO shall keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, in a clean, safe, sanitary, and presentable condition and report promptly to the College any variances or defects not correctable by GLO. The GLO may use the Fixit.com link on myWofford to report needed repairs. Any damage to plumbing, fixtures, and appliance will be repaired by the College pursuant to Section 4. In addition to the cost of repair, the GLO will be fined \$250.00 per occurrence of damage to plumbing, fixtures, or appliances, outside normal wear and tear.
- p. The GLO shall use in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as part of the Premises. The GLO shall keep the area around the electrical panel clean and accessible. The GLO may use the Fixit.com link on myWofford to report needed repairs. Any damage to electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances will be repaired by the College pursuant to Section 4. In addition to the cost of repair, the GLO will be fined \$250.00 per occurrence of damage to electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances, outside normal wear and tear.
- q. The GLO shall not intentionally or negligently destroy, deface, damage, impair, or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to GLO, to do so.

- r. The GLO shall be solely responsible for and liable to the College for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the College, College's agent, and natural forces.
- s. The GLO shall not allow any Motor Vehicles on the Premises or the adjacent landscaping or patios. "Motor Vehicles" include trucks, vans, automobiles, trailers with grills/smokers, motorcycles, mopeds, or golf carts. The GLO is responsible for any damage or costs to repair to the Premises or surrounding landscaping caused by a Motor Vehicle on or near the Premises and shall be fined \$500.00 for any such occurrence.
- t. The GLO shall not tamper with or destroy safety equipment in the Premises including but not limited to fire safety equipment, exit signs, sprinklers, etc. The GLO is responsible for any damage or costs to repair the safety equipment in or on the Premises and shall be fined \$500.00 for any such occurrence.
- v. The GLO shall not abandon or vacate the Premises during the Term of this Agreement without the prior written consent of the College or at the direction of the College for violation of or termination of this Agreement.
- w. The GLO shall also observe all other regulations promulgated by the College in regard to the use of the Premises. This includes observing the rules and the regulations of the College including those listed in the Student Handbook.

The levy and collection of any fine under this Section 6 shall not constitute a waiver of the College's right to terminate this Agreement pursuant to Section 15(A)(3). The College shall not be liable to the GLO or its invitees or guests for any violation of these rules, regulations and conditions by the GLO, and the GLO shall indemnify, defend, and hold the College harmless for any injury or damages arising from any such violations.

7. **Alcohol and Drug Policy.** The Premises shall be subject to the alcohol and drug policies of the College and shall be subject to the local, state, and federal laws and regulations regarding the dispensing, possession and consumption of alcoholic beverages and distribution, possession, and use of illegal, manufactured, and prescription drugs. The GLO hereby agrees to have its members, pledges, guests, invitees comply with all policies, rules, regulations and local, state, and federal laws pertaining to alcoholic beverages and drugs. Failure to abide by such rules, regulations and laws may result in a default and the termination of this Agreement at the discretion of the College and civil and criminal penalties at the discretion of governmental authorities.

8. **Social Events.** The GLO agrees to comply with all applicable physical security and personal safety rules promulgated by the College as may be stated or restated from time to time. The GLO shall register all social events with the College. The GLO shall pay all social event registration fees. The GLO shall hire security personnel to staff the entrances of the Premises for social events where alcohol will be present. The security guard shall, among other duties, confirm identification of members of the GLO and their guests upon entrance to social events on

the Premises. The GLO shall comply with instructions from the event security guard(s) and the College's Campus Safety Officers at all times.

9. **Right of Entry and Temporary Closure.** GLO agrees that the College shall have the right, but not the obligation, to enter and to grant permission to others to enter the Premises upon reasonable notice, which notice may be oral or written, except that no notice is needed in case of emergency, to inspect the Premises in the interest of safety, or to make those repairs, replacements, and additions to the Premises as the College deems necessary or desirable. During any such inspection or during an investigation of the GLO for any violation of this Agreement, the College may temporarily close the Premises upon written notice to the GLO. GLO shall have no claim or cause of action against College by virtue of its entering the Premises or temporarily closing the Premises in accordance with this paragraph. For health and safety reasons, the Student Affairs Office maintains the keys and locks to the Premises. Additional locks may not be installed or placed by the GLO on any door or window, and the GLO shall not make any changes to existing locks.

10. **Termination.** GLO agrees that upon any termination of this Agreement, whether for cause or upon expiration of the Term, GLO shall:

- (a) pay all bills due for services or repair to the Premises for which GLO is responsible;
- (b) vacate the Premises, and remove all property of the GLO and its members within forty-eight (48) hours, or by the last day of the Term, whichever comes first;
- (c) properly clean the Premises, including but not limited to all floors, walls, fixtures, and appliances, and removing and properly disposing of all trash;
- (d) pay for all such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection with this Agreement, in the same condition as when this Agreement was executed, only ordinary wear and tear excepted;
- (e) lock all doors;
- (f) return to College all keys to the Premises;
- (g) remove all stereo and other personal property owned by the GLO;
- (h) complete a year-end checkout procedure with the Dean of Students or the Dean of Students' designee.

If GLO shall at any time vacate the Premises leaving personal property therein, and such personal property remains on the Premises in excess of seven (7) days, the GLO and all its members shall be deemed to have waived all rights with respect to such personal property and College may dispose of said property as it sees fit.

11. **Risk Management/Insurance.** The GLO shall provide and keep in force the following insurance against any and all claims for damages to persons or property, or for loss of life or property occurring on or upon the Premises with the GLO as the named insured and the College, endorsed as an additional insured:

- a. Commercial General Liability (CGL) - \$1 million per occurrence / \$5 million aggregate
- b. Property (all risks/perils) - \$450,000.00

No policy shall have more than a \$5,000 deductible. The CGL policy limits shall be site-specific limits for the College. The CGL policy shall not contain an exclusion for losses caused by alcohol or hazing.

The policies shall contain a provision that they may not be cancelled without first giving the College at least thirty (30) days prior written notice. An additional insured endorsement and a duplicate copy of each policy shall be delivered to the College prior to commencement of the Term of this Agreement, and renewal policies, or copies thereof, shall be delivered to the College at least thirty (30) days prior to the expiration date of the preceding policy or policies. In the event that the College, in its sole discretion, elects to pay any past-due premiums on any policy of insurance required by this Section, any amounts paid by the College shall be added to the rental obligation of GLO. Failure to pay same to College shall constitute an event of default, as contemplated by Paragraph 15 of this Agreement.

GLO shall provide and maintain insurance on the GLO's personal property as GLO deems appropriate. GLO shall not use or permit upon the Premises any act or omission that will invalidate or unreasonably increase the cost of any insurance coverage or any other type of insurance now or hereafter carried with respect to the Premises. The Property (all risks/perils) policy maintained by the GLO shall, to the extent permitted by law, expressly waive the insurer's right in subrogation against the College, and this waiver of subrogation shall include any uninsured loss paid by the GLO in the form of a deductible or self-funded retention cost.

12. **Fire or Other Casualty.** GLO shall use every reasonable precaution against fire damaging the Premises, and shall in the event of fire, smoke, or other casualty give immediate notice thereof to the College. If any such damage is caused to the Premises, College may decide, in its sole discretion, whether to repair or reconstruct the Premises, and the College will make reasonable efforts to find the GLO an alternate facility. If the College elects not to repair or reconstruct and no alternate facility can be provided, this Agreement shall terminate, and the accrued rent shall be pro-rated and that portion of the rent from the date of the fire or casualty to the end of the term shall be refunded to the GLO. If the College shall repair or reconstruct, rent during such restoration of the Premises and until its full use is again available to GLO shall be abated to correspond to the amount of usable space available to GLO, but after restoration is completed the full rent shall be resumed.

13. **Indemnity and Limit of Liability.** GLO agrees to indemnify, defend, and hold the College harmless from any and all claims for damages or injuries, including reasonable attorney's fees and other costs of defense which the College may be compelled to pay on account of this Agreement, the use of the Premises, or for injuries to any person or property in or at the Premises where such injuries are caused by the acts or omissions of the GLO, its officers, members, agents, servants, or employees, or by any other person entering the Premises under express or implied invitation of the GLO. Further, the GLO agrees that the College shall not be liable to the GLO for any damages or injuries to the GLO, its officers, members, agents, servants, employees, or invitees.

14. **Organizational Status.** In all respects, the GLO must be in good standing with its national organization. The GLO shall furnish to the College proof of good standing at any time

on demand. The GLO specifically agrees to notify the College promptly if its standing or designation with its national organization changes in any way. If the GLO is not in good standing, the College may immediately terminate this Agreement. Further, the GLO must maintain active membership of at least ten (10) full-time currently enrolled Wofford College students in good standing with the College for the duration of the Term of this Agreement.

15. **Default: College's Remedies**

A. The occurrence of any of the following shall constitute a default by the GLO:

- 1) Failure to pay rent or any monetary sum due by the GLO to the College hereunder which is not cured by the GLO within seven (7) days;
- 2) The GLO abandons the Premises for more than (30) days;
- 3) The GLO fails to observe or abide by any of the other covenants and agreements contained in this Agreement;
- 4) The failure of the GLO to maintain its good standing with its national organization or the failure of the GLO to maintain the minimum number of members as required in Paragraph 14;
- 5) GLO violation of any College policy, rule, or regulation resulting in expulsion of chapter.

B. In the event of a default as described above, the College, in addition to any other rights and remedies it may have, may, in its sole discretion, terminate the Agreement, have the immediate right of re-entry and to possession of the Premises and hold the Premises with the full right to recover from the GLO all past due rent, fines, and any and all damages, including attorney's fees as a result of the default. The College, upon re-entry, may at its sole option, remove all personal property of the GLO to a warehouse or elsewhere, and the GLO agrees to reimburse the College for any costs and expenses associated with removal and storage. Additionally, the College shall be able to utilize all other rights and remedies available to a landlord under the common and statutory laws of the State of South Carolina.

17. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective authorized representatives as of the _____ day of _____ 2016.

[SIGNATURE LINE TO FOLLOW]

College:
WOFFORD COLLEGE

GLO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____