

RESIDENCE CONTRACT
for
Nu of Tau Kappa Epsilon FRATERNITY
Located at 2725 Channing Way., Berkeley, CA

This TEMPORARY RESIDENCE CONTRACT is hereby entered into on between Nu of Tau Kappa Epsilon, Inc a corporation organized under the laws of the State of California (hereinafter collectively known as the "Housing Corporation") and _____ and _____ (hereinafter collectively known as the "Resident(s)").

The following terms and conditions constitute a contract for room at the Nu of Tau Kappa Epsilon Fraternity House, 2725 Channing Way, Berkeley, California (hereinafter known as "the House"), for the duration of the Summer Term, as defined by the University of California, Berkeley.

1. Location: The Housing Corporation hereby leases and lets to the Resident(s) the room listed in Addendum A of this contract, as defined by the House plans (Hereinafter known as the "Room.")

2. Period of Residence shall be from May 21, 2010 until August 18, 2010.

3. Payment of Rent. Rent payments shall be made payable to Nu of Tau Kappa Epsilon. Payments shall be given to the House Manager or alternately mailed to S&T Fraternity Management – 256 Calle La Mesa – Moraga, CA 94556. The amount of the rent is detailed in Addendum A of this lease. **The first half of the rent is due at the time of initial occupancy; the remainder of the rent is due by July 1, 2010. A \$50 late fee will be charged if the funds are not received within 10 days of the payment due date.**

4. Security Deposit: **At the execution of this lease the Resident(s) shall pay to the Housing Corporation, or their agent, a security deposit of \$500 per person**, which is to be returned upon termination of this lease agreement after first being applied by the Housing Corporation against any outstanding rents due by Resident(s), repair of any damage to the Lease Premises, and satisfaction or offset against any other debts or obligations of Resident(s) to the Housing Corporation, as set forward in this Lease. **Upon termination of this lease, the Resident(s) must provide a forwarding address to which the security deposit may be returned by mail.**

5. Late Fees. It is the Resident(s) responsibility to insure that payment is 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 \$1500) 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 attorneys fees incurred in collecting any amounts due under this contract. 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.

6. Sublet. Resident(s) shall not sublet all or any part of said room or assign transfer this agreement, or any interest in it, without prior written consent from the Housing Corporation.

7. Liquidated Damages. Liquidated damages are imposed under certain conditions as set forth elsewhere in this Lease. The resident(s) 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.

8. Damages. Resident(s) shall occupy their room in its current condition, and keep the room in good repair. Resident(s) shall fill out and return a room inspection sheet within one week of occupancy. Each resident is individually responsible for loss or damage to his room. All Resident(s) 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.

9. Personal Property. Resident(s) releases Owner for any and all damages to his personal property including automobiles during the period of this lease.

10. Termination of Contract. All requests for termination of this Contract must be submitted in writing to the Housing Corporation. The resident(s) 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(s) 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.

11. 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 prorated room and board fee, until you actually move out.

12. Dining Services. Kitchen Access will be restricted to Pantry Area. Resident(s) shall be responsible for maintaining the kitchen areas in a clean and sanitary condition. **All cookware and dinnerware must be washed immediately after use. Any cookware or dishware left dirty is subject to removal without notification.**

13. Alcohol. Possession of alcohol by persons under the age of 21 is prohibited. The manufacture of alcohol at the House is prohibited.

14. 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.

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

16. Resident(s) Agrees to comply with the rules and regulations of the Housing Corporation and their Agent(s). Neither Residents nor their guests may disturb, annoy, endanger or interfere with other resident or neighbors. The Resident(s) shall not have waterbeds or food preparation equipment in their room.

17. Pets. **No pets shall be brought on the premises without prior written consent from the House Corporation.**

18. Resident(s) shall be responsible for keeping the common areas of the premises (including all food preparation areas) that have been used by the Resident clean, and be responsible for removing any refuse.

19. Occupancy. In the event Resident(s) does not take occupancy of the room within ten calendar days of the start of the summer tenancy, then the Housing Corporation will retain all deposits made by the Resident(s).

20. House Access. Resident(s) must present their Cal ID for enrollment in the House access control system. Resident(s) Cal ID shall be the sole means of access to the House, and Resident(s) understand that if for any reason they lose their Cal ID it shall be their full responsibility to replace it, and that, once replaced, it will need to be reenrolled into the house access control system. Resident(s) understand that their Cal ID access will terminate at 11:59 pm on the last day of their lease, or upon vacancy, whichever occurs first. Should the resident not be a student of the University of California, Berkeley the Housing Corporation can issue the resident(s) an alternative access key, at the expense of the resident(s). Resident(s) are responsible for re-securing all doors and shall not prop-open or otherwise disable any doors.

21. Inspections. Resident(s) shall permit the Owner or their agent to enter the room for the purpose of making repairs or inspecting the room.

22. Alterations. Resident(s) shall not make any alterations to their room or the general premises without written permission from the Housing Corporation or their Agent(s). This includes but is not limited to painting, wallpapering, adding or changing locks, satellite dishes, signs, displays, exhibits, the use of screws, large fastening devices, nails or adhesive materials.

23. Use of Fire Stairs and Roof. The fire stairs are intended only for emergency use and no personal items may be stored on these stairs. Access to the roof is provided solely for its maintenance; **resident(s) are strictly prohibited from using or accessing the roof or roof decks** for their safety, and to prevent unintended damage caused by use of the space.

The undersigned Student(s)/Resident(s) accepts this Contract and agrees to make payment in accordance with the schedule set forth in this Contract. All of the undersigned agree to abide by the terms and conditions of this contract.

DATED: _____

(Signature of Resident)

DATED: _____

(Signature of Resident)

DATED: _____

(Signature of Resident)

DATED: _____

Nu of Tau Kappa Epsilon, INC
By: _____
Title: _____

Please make checks payable to Nu of Tau Kappa Epsilon and deliver with the signed lease and Addendum A to the House Manager, on or before May 15, 2010.

ADDENDUM A
Nu of Tau Kappa Epsilon
Summer 2010

Period of Residence: 5/21/2010 – 8/18/2010

Room	Room Rate	Resident Initial	Housing Corporation Initial
	\$		

Name: _____

Cell: _____ SS# _____

E-Mail: _____ DOB: _____

Permanent Address: Street _____

City _____ State _____ Zip Code _____

Name: _____

Cell: _____ SS# _____

E-Mail: _____ DOB: _____

Permanent Address: Street _____

City _____ State _____ Zip Code _____

Name: _____

Cell: _____ SS# _____

E-Mail: _____ DOB: _____

Permanent Address: Street _____

City _____ State _____ Zip Code _____

The above named members agree to be held collectively responsible for the rent detailed below.

DATED: _____

 (Signature of Student/Resident)

DATED: _____

 (Signature of Student/Resident)

DATED: _____

 (Signature of Student/Resident)

DATED: _____

 Nu of Tau Kappa Epsilon, a California Corporation