

INDIVIDUAL MEMBER HOUSING AGREEMENT

[Chapter] Chapter of [Organization]

2022-2023

MEMBER INFORMATION (Please print): *Primary means of distributing invoices will be electronic. The information below is requested in the event mailed communication is needed.*

Member Name (First, Middle & Last)							
Birthdate (mm/dd/yy)		Bid Date (mm/yy)		Initiation Date (mm/yy)		Expected Grad Date (mm/yy)	
Class Year	<input type="checkbox"/> Freshman	<input type="checkbox"/> Sophomore	<input type="checkbox"/> Junior	<input type="checkbox"/> Senior	<input type="checkbox"/> 5 th Year		
Member Local/Campus Address:							
Street 1							
Street 2							
City, State/Province							
Zip/Postal Code		Cell Phone #					
Member Permanent Address:							
Street 1							
Street 2							
City State/Province							
Zip/Postal Code		Email Address					
Telephone #							
PARENT/GUARDIAN INFORMATION (Please print):							
Parent/Guardian Name (First, Middle & Last)							
Street 1							
Street 2							
City, State							
Zip/Postal Code		Email Address					
Telephone #		Cell Phone #					

[Organization] Standing Rule, Section 11: Chapter Facilities Requirements

All members will be required to live in the facility as long as space is available. A written resignation of membership will be accepted by [Organization] from members who refuse to sign a housing agreement or who refuse to move into the chapter facility if they are called upon to do so per the chapter's occupancy plan. Chapters may recommend a member for termination should they refuse to sign a housing agreement or refuse to resign their membership.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the [Chapter] Chapter (the “Chapter”) of [Organization] (the “Fraternity”), and the member named above (which member is hereinafter referred to as the “Individual”) and the **Individual’s undersigned parent(s) or legal guardian(s)** (individually and collectively, as the context may require, “Guarantor”) do hereby mutually covenant and agree as follows:

- 1) **Agreement Term; Occupancy.** Individual agrees and understands that the HCB, a MA non-profit corporation (“House Corporation” herein), is the landlord to which the Chapter has contractual responsibilities. Individual further understands and agrees that the Fraternity and the House Corporation are intended third-party beneficiaries of this Individual Member Housing Agreement (this “Agreement”) and may use this Agreement against the Individual to the extent the Agreement benefits the Fraternity or House Corporation, or both. The Chapter shall furnish room and board to the Individual in the Chapter House occupied by the Chapter at [Address] during the regular academic year for MIT. The term shall commence on or about August 2022 (may be adjusted depending when recruitment dates are announced) and terminate at 5:00 p.m. on the last day of undergraduate finals in May 2023 or 24 hours after the Individual’s last final exam, whichever comes first (the “Term”), at which time this Agreement shall terminate without further notice. Holding over beyond the expiration of the Agreement is not permitted.

The Chapter reserves the right to close the Chapter House during University breaks or unanticipated University closures without terminating this Agreement. Individual agrees to secure their assigned room located within the Chapter House (the “Room”) and vacate the Room and Chapter House during periods when the Chapter House is closed.

Those graduating prior to the expiration of the Term, going abroad or assuming out-of-state internships, or in any other way changing their membership status during the Term are responsible for fulfilling their obligations under this Agreement, including, without limitation, all financial obligations. **Individual and Guarantor are jointly and severally liable for the payment and performance of Individual’s obligations under this Agreement for the entirety of the Term, regardless of whether Individual is using or occupying the Room due to graduating prior to the expiration of the Term, going abroad or assuming out-of-state internships, or in any other way changing their membership, University enrollment or residence status during the Term.** This liability may be reduced if the vacancy created is filled by a new individual that is acceptable to the Chapter and such individual fulfills their obligations under their Individual Member Housing Agreement with the Chapter.

- 2) **Residence in Chapter House; Membership Status.** Individual shall live in the Chapter House and take board therein during the Term subject to the terms and conditions of this Agreement. **The Individual understands and agrees that occupancy in the Chapter House (including the Room) is limited to members in good standing with the Fraternity.** If the Individual named above fails to comply with this Agreement or their status as a member of the Fraternity terminates for any reason, this Agreement may be terminated as provided in Sections 22 and 23. Individual shall have no right to any particular area, room or space within the Chapter House, including their assigned Room, but only a right to occupy part of the Chapter House. The Chapter may assign and re-assign Rooms at any time, for any reason, from time to time.
- 3) **Charges; Payment.** In consideration for room, board, and the services described herein, the Individual and/or Guarantor agree to pay the Chapter a room and board charge of \$13,900 per Academic Year, payable in accordance with the billing schedule that the Individual agrees to in the Chapter’s 2022-2023 Billing Packet. All Chapter, House Corporation, and Fraternity charges will be invoiced via the Billhighway system.

The Individual agrees to pay the Chapter according to one of the following:

- a. A room reservation fee of \$600 payable via member’s Billhighway account within 30 days of returning this signed agreement, plus one installment of \$6,350 due by July 15, 2022 for the Fall 2022 semester and one installment of \$6,950 due by December 15, 2022 for the Spring 2023 semester.
- b. If the Individual is receiving financial aid in order to make their payment, they must provide written notice and supporting documentation of such aid to the Vice President of Finance of the Chapter by July 1, 2022

before the start of Fall Term and by December 1, 2022 before the start of the Spring Term. If the Chapter approves a deferred payment due date for an Individual receiving financial aid, a Chapter Promissory Note must be signed in advance of the payment due date. No payment plan other than as described herein will be permitted between the Chapter and the Individual or Guarantor.

- c. All payments by the Individual must be made directly through the Individual's Billhighway account. Payment options include: Personal check mailed to the Billhighway processing center (address included on member statements), or online payment through e-check, credit card or debit card.
- d. All payments mailed into the processing center must be made payable to [Organization] and include Individual's Billhighway Account Number which can be found on the monthly statement. Chapter is not responsible for payments sent to an incorrect location or for payments not properly identified.

- 4) **Late Payment Fees.** Billhighway will automatically charge a 3% late payment fee on all invoices that are fifteen (15) days past due. Bills are sent on the first of the month and are due on the 15th. A late payment fee shall be charged once per late payment. In the event of returned or bad checks, Billhighway will charge the Individual twenty-five dollars (\$25).

The Individual specifically acknowledges and agrees to abide by the Fraternity's official policies on late payments, which follow the 15-30-45 day notice schedule. The Chapter will follow the Fraternity policies with respect to late payment of the Individual's room and board charges. In accordance with the Policies and Procedures of [Organization] "Members" Section 2, Individual's Fraternity membership is automatically suspended upon thirty (30) days delinquency in any payment due the Chapter, the House Corporation, or the Fraternity.

If the Individual is forty-five (45) or more days delinquent in payment of any monies owed to the Chapter, House Corporation, or the Fraternity, the Chapter shall request the termination of the Individual's membership by following the proper procedures of reporting such delinquency to the Fraternity for review by the International Executive Board of the Fraternity. Termination of Individual's membership due to delinquent payment (or for any other reason) does not relieve Individual of their obligations under this Agreement in accordance with Section 22 hereof.

- 5) **Room Reservation Fee. Total Due within 30 days of receiving signed Agreement \$600 (pre-paid rent).** The Individual shall pay to the Chapter upon execution of this Agreement a room reservation fee in the sum specified. The fee will be retained if the Individual fails to move in for any reason or no reason. In the event that the Individual is not selected to live in the Chapter House per the Chapter's Facility Occupancy Plan, Individual's room reservation fee will be refunded. Note that the room reservation fee is not a refundable damage or security deposit and is not otherwise refundable except as set forth in the immediately preceding sentence, but will be applied to the last installment of room and board charges due under this Agreement.

Board. Board shall be available to the Individual during the academic year for the Term of this Agreement. Board shall consist of: 7 self-serve continental breakfasts, 7 lunches, and 5 dinners per week to be served on the days and at times determined by the House Corporation. Meals during Polish Week and Recruitment will not be served. An allergy-free kitchen, special diets and/or any other allowances cannot be provided to the Individual. The Chapter shall not be responsible for meals not served for reasons beyond its control. Meal service will begin on the first day of each academic term, and no meals will be served on University holidays or during academic breaks. Refunds for meals missed by Individual will not be provided. Individual agrees to pay all amounts for meals regardless of whether or not they eat all the meals provided.

- 6) **License.** This Agreement shall not be construed or interpreted as a lease, but rather a revocable license agreement. It is not the intention of the parties to create a landlord-tenant relationship, but rather to create a contractual relationship permitting the Individual to reside in the Chapter House subject to the terms and conditions of this Agreement.
- 7) **Enforcement.** The Individual agrees that the Chapter has the right and standing, in its own name and on its own behalf, to enforce this Agreement, including, without limitation, the right to bring actions to enforce the terms of

this Agreement, to collect amounts due from the Individual and/or Guarantor hereunder (including Chapter and Fraternity charges) and to terminate this Agreement.

8) Chapter Responsibilities.

- a. The Chapter shall furnish room and board accommodations during the Term.
- b. If the Chapter House becomes uninhabitable by reason of fire, flood, windstorm or other similar casualty, the Chapter may cancel this Agreement without liability or responsibility to the Individual except as may be specifically set forth in this Agreement.

9) Individual Responsibilities.

- a. Individual shall at all times during the Term of this Agreement be a member or new member in good standing of the Fraternity and the Chapter.
- b. Individual shall at all times abide by the rules and regulations of the University, the Fraternity and the Chapter, then in effect, including but not limited to the Constitution and Bylaws of [Organization] and the Policies and Procedures of [Organization], [Organization]'s Standing Rules, Alcohol Policy, Hazing Policy, and Risk Management Policy, as well as any Chapter House rules adopted and amended by the Chapter and/or House Corporation (collectively the "Rules"). By executing this Agreement, Individual acknowledges receiving, reading, and accepting the Rules, all of which are incorporated herein by reference as if fully set forth and made part of this Agreement.
- c. The Individual shall use the Chapter House only for lawful purposes and in accordance with the terms and conditions of this Agreement, and neither the Individual nor their guests, nor invitees nor agents shall use the Room or any other portion of the Chapter House property for any purpose or in any manner which violates the law, the Rules, or otherwise constitutes a nuisance. The Individual and their guests, invitees, and/or agents shall at all times comply with all local, state, and federal laws, ordinances, regulations and orders; rules, regulations and policies (including, without limitation, the Rules) of the Chapter, the House Corporation, the University and any insurer of the Chapter, House Corporation or Fraternity.

10) Room Assignment. This Agreement is a license for living space in the Chapter House and not for any particular room or roommates. The Chapter reserves the right to assign the Individual to a room and to change their room assignment at any time, from time to time, for any or no reason. The Chapter reserves the right to assign and change the Individual's roommate(s). Individual agrees to accept the Chapter's assignment of any room in the Chapter House and agrees that room changes may be required due to Chapter policy or adjustments for vacancy or repair needs. The Chapter may change the room assignment of the Individual without prior knowledge or consent of the Individual. Rooms cannot be assigned to Individuals with an outstanding Chapter account balance at the time of the Chapter's official room selection day.

11) No Agency; Joint Obligation. Neither the Chapter, the Individual nor their guests, nor invitees, nor agents is a subordinate or agent of the House Corporation, the Chapter or the Fraternity, and none of them shall, at any time, represent themselves as such. The Chapter is an unincorporated association comprised of its members, including the Individual.

12) Public Areas; Individual's Guests and Invitees. The Individual shall be permitted to use the public areas of the Chapter House and to invite and host guests at the Chapter House in accordance with any Chapter and/or House Corporation house rules then in effect (including, without limitation, the Rules); provided, however, that all of Individual's guests and invitees shall be subject to and abide by the terms of this Agreement to the same extent as the Individual, the Individual shall take all steps necessary to assure that their guests and invitees abide by this Agreement and the Individual shall be financially responsible for any claims, damages, losses, expenses or liabilities arising out of the acts or omissions of their guests and invitees.

The Chapter recognizes its responsibility to promote and foster a safe living environment. Due to the nature of the Chapter House, security cameras may be installed and used in public spaces both on the interior and exterior of the Chapter House. Surveillance cameras will be installed and used only in public areas deemed appropriate by the Chapter but will not be used in locations where appropriate confidential or private activities/functions are routinely carried out (e.g., bathrooms). Cameras will be placed such that they are visible to people. Your image and voice

may be recorded. Any video recording used for surveillance purposes shall be the sole property of the House Corporation. All video recordings will be secured to avoid tampering and ensure confidentiality in accordance with applicable laws and regulations. Release of such videos will be made only as permissible pursuant to applicable law and agreed by the House Corporation. The Chapter reserves the right to record individual chapter members and guests, invitees, and/or agents who are in areas where surveillance equipment is installed. Individual members and their guests, invitees, and/or agents have no right to privacy in the general public areas of the Chapter House. The surveillance information may be used for member disciplinary purposes.

Neither the House Corporation nor Chapter House nor Fraternity make any representations to Individual with respect to the adequacy or effectiveness of any surveillance or security programs, systems, devices or equipment (collectively, "Security Systems") designed to preserve or enhance the safety or security of the Chapter House. None of the Chapter, the House Corporation, or Fraternity will have any liability whatsoever to Individual or any of Individual's guests, invitees and/or agents with respect thereto. Notwithstanding anything herein to the contrary, Individual, Guarantor and, if different than Guarantor, Individual's parent(s), legal guardian(s) and heir(s) (collectively with Individual and Guarantor, "Releasing Parties") do hereby forever release and absolutely discharge the Chapter, the House Corporation, and the Fraternity and their respective officers, directors, employees, agents, volunteers, advisors, affiliates, subsidiaries, and successors and assigns (collectively with the Chapter, the House Corporation, and the Fraternity, "Released Parties") from any and all claims, demands, suits, actions, liabilities, damages, obligations, and responsibilities whatsoever, whether now known or unknown, discovered or undiscovered, suspected or unsuspected, accrued or un-accrued, arising out of, in connection with or related to the Security Systems and any and all injury or damage to Individual, Individual's property, or any of Individual's guests, invitees, and/or agents that occurs on, in, or around the Chapter House (including the Room) during the Term, regardless of whether or not caused in whole or part by the negligence, recklessness or other fault of any of the Released Parties.

- 13) **Care of Property.** The Individual shall take good care of the Chapter House and its furniture, furnishings and equipment, shall keep them in a neat, clean and orderly condition, shall suffer and permit no waste to be committed in or upon them, and shall make no alterations or additions to the Room without the prior written consent of the Chapter. The Chapter may charge the Individual for any special services which either of them provides, or any special costs which either of them incurs, in connection with the Individual's use or misuse of the Chapter House or the Chapter or the House Corporation's property. Upon the expiration or other termination of this Agreement, the Individual shall promptly remove their personal property from the Chapter House and shall peaceably surrender possession of the Room and property therein in clean condition and good repair, ordinary wear and tear resulting from careful usage alone excepted. After the Individual surrenders possession of the Room, the Chapter shall have the right to dispose of any personal property left by the Individual in the Room or any other portion of the Chapter House (with the Individual being responsible for any and all disposal costs), and the Chapter shall not be responsible to the Individual to account for the disposition of such property. Furthermore, the Chapter shall not be responsible for the loss of or damage to any personal property belonging to the Individual from any cause whatsoever. The Individual shall take all necessary precautions to protect their personal property and is responsible for obtaining insurance coverage of such personal property if so desired. Any physical damage to the Individual's personal automobile or belongings is the Individual's responsibility and not that of the Chapter and/or the House Corporation.
- 14) **Rules.** The Individual named above and their guests shall, in addition to complying with the provisions of Section 14 of this Agreement, observe the following rules: 1) No pets shall be kept on the property; 2) Access to the roof and balconies shall be limited to only qualified personnel for the purpose of performing maintenance and/or repair work. Any person going onto the roof or balconies does so at their own risk and understands that neither the Chapter nor the House Corporation shall be liable for any consequential bodily injury or loss to personal property; 3) The possession, use, or distribution of illegal drugs or narcotics, controlled substances, cannabis or cannabis products, drug paraphernalia (including, but not limited to pipes, storage containers, rolling machines and papers, etc), smoking or vaping, or alcohol in the Chapter House is prohibited; 4) The possession of explosives, fireworks, lighters or matches, incense, firearms, archery equipment and other weapons or explosive devices of any kind in or around the Chapter House is prohibited; 5) The use and possession of candles, wax warmers, and space heaters in the Chapter House is prohibited; 6) Tampering with or disabling any life safety equipment or system is prohibited.

- 15) **Damage.** Damage to the Room or its furniture beyond ordinary wear and tear will be charged to the Individual(s) occupying the Room. Damage to rooms or property used in common with other women will be charged to each woman equally. If responsibility for damage is acknowledged by one or more individual, the damage will be charged to such individual(s). Damage by guests, invitees, and/or agents will be charged to the member in a like manner. The Individual shall not affix any items to the doors of their Room. The Individual shall not drive any nails or screws into the woodwork, walls, or ceilings of their Room and shall be responsible for any damage caused by items affixed thereto.
- 16) **Furniture Removal and Storage.** Individuals are not allowed to remove furniture from the Room or the Chapter House generally without prior authorization from the House Corporation. No personal furniture may be stored in the Chapter House or on its surrounding property.
- 17) **Right of Inspection.** The Individual agrees that the Chapter may, and the Chapter reserves the right to, enter the Individual's Room without prior notice for the purpose of assuring the immediate health and safety of members, inspecting the Room and its contents to ascertain compliance with the terms of this Agreement, and to make such repairs, alterations, additions, and improvements as the Chapter and/or House Corporation may deem necessary or desirable.
- 18) **Insurance.** Released Parties shall not be responsible for any injury, loss, or damage to the Individual or the Individual's property resulting from fire, theft, water damage, or other cause. **The Individual agrees that they alone are responsible for securing personal insurance protection against such things as accident, sickness, injury or death, damage to or loss of their property and legal liability imposed on them for damage to persons or property.** The Individual is expected to insure any property that they bring onto or into the Chapter House (including the Room) against the risk of loss or damage, and proof of insurance may be required as a condition of occupancy. The Individual agrees, provided such agreement does not invalidate any policy of insurance, that in the event of a claim against them for injury to persons or damage to property, insurance coverage, if any, under any policy of insurance secured or maintained by the Chapter, the House Corporation or the Fraternity, shall specifically be in excess of and shall not contribute to any insurance otherwise available to the Individual. The Individual further agrees, provided such agreement does not invalidate any policy of insurance, that in the event their property is damaged or destroyed or they are injured, and their loss is covered by insurance maintained by or for the benefit of the Individual, they hereby waive any rights of recovery or subrogation against the Chapter, the House Corporation or the Fraternity.
- 19) **Indemnification/Release.** Releasing Parties hereby release the Released Parties from any and all liability, injury, loss or damage to the Individual or to the Individual's property. The Individual acknowledges and agrees that they are responsible and liable for their personal actions and omissions and those of their guests and invitees, including, but not limited to, negligent or intentional acts, errors or omissions. The Individual agrees to defend, hold harmless and indemnify the Released Parties from and against any claims, damages, costs or expenses, including attorney's fees, financial loss, or any loss or damage to property or for injury or death to any person, arising in any way out of the acts or omissions of the Individual or their guests, invitees, and/or agents, including, but not limited to, negligent or intentional acts, errors and omissions, or any breach of this Agreement by the Individual, their guests, invitees, and/or agents.
- 20) **Notification Regarding Health.** In consideration of such room, board and membership benefits provided to the Individual under this Agreement, the Individual does hereby grant permission to and authorize the Chapter and their officers, advisors and representatives to contact, inform and notify the Guarantor (or, if different than the Guarantor, the Individual's parent(s) or legal guardian(s)) for and on behalf of the Individual of and about any of the following events or circumstances:
- a. Hospitalization of the Individual at any health care institution; or
 - b. Administration or provision of health or medical care, treatment, service or procedure by a health care provider to maintain, diagnose, or treat the Individual's physical or mental condition resulting from an emergency, accident, injury, assault, serious health condition or other similar cause. "Health Care Provider" means a person who is licensed, certified or otherwise authorized or permitted to administer health care in the ordinary course

of business or practice of a profession by the law of this or any other state wherein Individual requires health care.

- c. Incapacity or disability of Individual requiring administration or provision of health or medical care as described in 21(b) above.

Notwithstanding the foregoing, the Chapter assumes no obligation to contact, inform and/or notify the Guarantor (or, if different than the Guarantor, the Individual's parent(s) or legal guardian(s)) of or about any of the above described events or circumstances. The Released Parties shall not be liable for any action taken by them, or any failure to take action, if they perform an act in accordance and in compliance with this provision or any other provision in the Agreement. Releasing Parties do hereby release and absolutely forever discharge the Released Parties from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, which were asserted, or which could have been asserted, by the Releasing Parties in connection with or as a result of this Section 21 or any other provision of the Agreement, whether now known or unknown, discovered or undiscovered, suspected or unsuspected, accrued or un-accrued, regardless of whether or not caused in whole or part by the negligence, recklessness or other fault of any of the Released Parties.

21) **Right to Terminate.** The Chapter shall have the right to terminate the remainder of this Agreement and demand immediate payment of all amounts due up to the time of such termination and immediate possession of the Individual's Room forthwith for the following reasons:

- a. Default on this Agreement or the payment of any monies due the Chapter and such default continues for 45 days;
- b. Violation of any of the rules and regulations discussed in Sections 3 and 15 or any other provisions contained herein;
- c. The individual presents a danger to self or others or otherwise interferes with the rights of other occupants and Chapter members to peaceably enjoy the Chapter House;
- d. The Chapter requests the termination of the Individual's membership, the Individual voluntarily resigns their membership with the Fraternity, or the Individual is no longer a member of the Fraternity or new member of the Fraternity for any other reason whatsoever; or
- e. Such other extenuating circumstances as the Chapter may determine from time to time.

In the event of termination of this Agreement, Individual and Guarantor forfeit any room reservation fees or other deposits (as applicable), any payments made to date, and shall remain obligated in accordance with this Agreement for all charges for the remainder of the term of this Agreement, as well as any losses, damages or expenses incurred by reason of Individual's default, including, without limitation, all costs and expenses incurred to recover possession of the Room or to collect any amounts due from the Individual.

The Chapter's right to terminate the Agreement as provided in this Section 22 shall not be exclusive but shall be in addition to any other right or rights available to the Chapter pursuant to this Agreement or at law or in equity. The exercise of any right shall not be a waiver or release of any other right or remedy available to the Chapter.

- 22) **Termination of Agreement Procedure.** Should this Agreement be terminated for any reason, including Individual's failing to be a member of the Fraternity in good standing, the Individual's right to occupy the Room or any other room in the Chapter House shall cease immediately and Individual shall promptly remove their personal belongings from the Chapter House. If Individual fails to remove their belongings from the Chapter House within seven (7) days of the date the Chapter terminates this Agreement (the "Termination Date"), then Individual agrees that the Chapter may remove all of their personal belongings and place them in safekeeping at Individual's sole cost and expense until such time as they claim those belongings, provided that they claim them within thirty (30) days from the Termination Date. If Individual fails to claim their belongings within said thirty (30) day period, Individual's personal property will be deemed to have been abandoned and conveyed to the Chapter and the Chapter may then sell such personal property, the proceeds therefrom to be applied to Individual's outstanding account with the Chapter or otherwise retained by the Chapter.

- 23) **Amendment; Assignment.** This Agreement shall not be amended except in writing signed by all of the parties with the written consent of the Chapter. The Individual shall not sell, assign, or otherwise transfer this Agreement without the prior written consent of the Chapter. If Individual sells, assigns, or otherwise transfers this Agreement without the prior written consent of the Chapter, then such sale, assignment or transfer shall be null and void ab initio. No consent to the transfer of this Agreement shall be given unless the proposed assignee or transferee meets all qualifications of the original Individual to this Agreement and is a currently matriculated member or new member of the Chapter. Additionally, this Agreement will not be transferred if there is more than one vacancy in the Chapter House.
- 24) **Complete Agreement.** This Agreement and the Guaranty attached hereto and incorporated herein by reference shall constitute the full and complete agreement between the parties hereto as it relates to the Individual's residence in the Chapter House. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically transmitted copies of executed originals shall be deemed the same as originals.
- 25) **Headings.** The headings included in this Agreement are for the purposes of convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 26) **Notices.** All notices required or permitted hereunder shall be in writing and deemed to have been delivered when delivered by hand, via electronic means or when mailed first class mail, postage prepaid to the recipient. Notices shall be sent to the following:
- Member: E-mail Address or Member's Permanent Address Provided Above
 Chapter: [Chapter] Chapter of [Organization], [Address]
- 27) **Severability.** If any section of this Agreement or any application thereof is found or deemed by a court of competent jurisdiction to be void, unconscionable or unenforceable, then that provision shall be stricken and shall not affect the validity of the remainder of this Agreement.
- 28) **Liability of Guarantor.** The undersigned Guarantor, who is signing the Guaranty attached to this Agreement and incorporated herein by reference, shall be jointly and severally liable for the Individual's full and faithful performance of the terms and conditions of this Agreement.
- 29) **Governing Law.** This Agreement is made with reference to and shall be construed in accordance with the laws of the State of MA in which state it shall be performed by the parties. Any action arising under the terms and conditions of this Agreement may be brought in any local or state court located in the County of Suffolk, having jurisdiction of the subject matter, and the undersigned parties hereby consent that any such court shall have personal jurisdiction over them with respect to any such action.

This Agreement shall be signed and returned to the Vice President of Finance who is a member of the Chapter. Room Reservation Fee of \$600 stated herein, shall be payable via member Billhighway account, on or before April 15, 2022.

- 30) **Assumption of Risk.** Individual understands and acknowledges that the entire country including the University campus is in the midst of a COVID-19 pandemic. Individual acknowledges and agrees that while the Chapter will take precautions to clean the Chapter House, it will be up to the Individual and the other residents of the Chapter House to limit exposure to COVID-19 and to follow guidelines suggested by the CDC, the University and other public health authorities to protect against the spread of COVID-19. There is an increased risk of contracting COVID-19 in being together with others including within the University campus environment and the Chapter House. Notwithstanding these risks, Individual elects to live in the Chapter House for the 2022-2023 academic year and agrees to assume the risks inherent in living in a communal environment, including the risk of contracting COVID-19 and subsequently spreading COVID-19 to others.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, [Chapter] Chapter of [Organization] and the Individual, have caused this Agreement to be executed as of the ____ day of _____, 20__.

THE UNDERSIGNED INDIVIDUAL ACKNOWLEDGES AND AGREES THAT:

(PLEASE INITIAL NEXT TO EACH STATEMENT BELOW):

_____ (1) THEY HAVE CAREFULLY REVIEWED AND READ EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

_____ (2) THEY FULLY UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

_____ (3) THEY EXECUTE THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS, UNDUE INFLUENCE OR COERCION OF ANY KIND OR NATURE WHATSOEVER HAVING BEEN EXERTED BY OR IMPOSED UPON INDIVIDUAL OR ANY OTHER PARTY.

_____ THE UNDERSIGNED INDIVIDUAL FURTHER ACKNOWLEDGES AND AGREES THAT INDIVIDUAL'S DECISION TO ENTER INTO THIS AGREEMENT IS A FULLY INFORMED DECISION AND THAT INDIVIDUAL IS AWARE OF ALL LEGAL AND OTHER RAMIFICATIONS OF SUCH DECISION.

THE UNDERSIGNED CHAPTER AGREES THAT (1) THEY HAVE CAREFULLY REVIEWED AND READ EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT, (2) THEY FULLY UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (3) THEY EXECUTE THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS, UNDUE INFLUENCE OR COERCION OF ANY KIND OR NATURE WHATSOEVER HAVING BEEN EXERTED BY OR IMPOSED UPON THE CHAPTER OR ANY PARTY. THE UNDERSIGNED CHAPTER FURTHER ACKNOWLEDGES AND AGREES THAT THEIR DECISION TO ENTER INTO THIS AGREEMENT IS A FULLY INFORMED DECISION AND THAT THE CHAPTER IS AWARE OF ALL LEGAL AND OTHER RAMIFICATIONS OF SUCH DECISION.

Signature: _____
Individual Date

Signature: _____
Chapter Individual Date

**[CHAPTER] CHAPTER OF [ORGANIZATION]
2022-2023 HOUSING AGREEMENT
GUARANTY**

GUARANTOR INFORMATION:

Guarantor Name (First, Middle & Last)			
Birthdate (mm/dd/yy)			
Name of Member:			
Relationship to Member (Parent, Guardian, etc)			
Guarantor Address:			
Street 1			
Street 2			
City		State	
Zip		Email Address	
Telephone #		Cell Phone #	

This Guaranty (this “Guaranty”) is hereby made a part of that certain Individual Member Housing Agreement (the “Agreement”) by and among Member (referred to as “Individual” in the Agreement) and the [Chapter] Chapter (referred to herein and in the Agreement as “Chapter”) of [Organization]. Capitalized terms used herein without definition shall have the same meanings ascribed to such terms in the Agreement. By signing this Guaranty, Guarantor desires to induce Chapter to enter into the Agreement with Member so that the Chapter furnishes room (and board, as applicable) to Member. Guarantor will directly benefit from having the Chapter furnish room (and board, as applicable) to Member in the Chapter House in accordance with the terms and conditions of the Agreement, and it will be to Guarantor’s advantage to assist Member to obtain room (and board, as applicable) from the Chapter by entering into this Guaranty

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Guarantor, Guarantor hereby guarantees, jointly and severally, without condition, payment of all of Member’s financial obligations due under the Agreement and that certain Membership/Financial Agreement signed by Member (collectively, “Guaranteed Obligations”). This Guaranty is a primary and original obligation of Guarantor, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing guaranty of payment and performance, and not of collection, that shall remain in full force and effect without respect to future changes in conditions, including any change of law or any invalidity or irregularity with respect to the issuance of any instrument, writing or agreement relating to the Guaranteed Obligations. Guarantor acknowledges and agrees that the Chapter does not have to pursue collection of any sums due herein from Member before collecting from Guarantor.

Guarantor acknowledges and agrees that Guarantor has carefully read and understands every provision of the Agreement and this Guaranty, and Guarantor hereby consents to and accepts the terms and conditions of the Agreement and this Guaranty. In addition, Guarantor hereby waives: (1) notice of presentment for payment, demand, protest, and notice thereof as to any instruments, writing or agreements evidencing Guaranteed Obligations; (2) notice of any event of default by Member under the Agreement or any other instrument, writing or agreement with the Chapter; and (3) all other notices and demands to which Guarantor might otherwise be entitled. Guarantor hereby waives the right by statute or otherwise to require the Chapter to institute suit against Member or under any other guaranty, or to exhaust any rights and remedies which either the Chapter has or may have against Member or under any other guaranty. Guarantor further agrees that Guarantor is bound to the payment of all Guaranteed Obligations, whether now existing or hereafter accruing, as fully as if such Guaranteed Obligations were directly owing to the Chapter by Guarantor. Guarantor further waives, any defense arising by reason of any disability or other defense of Member or by reason of the cessation from any cause whatsoever of the liability of

Member in respect thereof, it being the intention and agreement hereof that Guarantor shall remain unconditionally liable as a principal as, to and until the Guaranteed Obligations shall have been fully paid to the Chapter and the terms, covenants and conditions of the Agreement and all other instrument or agreements evidencing the Guaranteed Obligations shall have been fully performed and observed, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Member or Guarantor. Guarantor hereby waives: (i) any defense, setoff, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder. Guarantor will indemnify, defend and hold harmless Released Parties from and against any and all demands, claims, suits, actions, or liabilities asserted by any party and against all losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) in any way suffered, incurred, or paid by Released Parties as a result of or in any way arising out of an uncured event of default by Member under the Agreement.

THE UNDERSIGNED GUARANTOR ACKNOWLEDGES AND AGREES THAT THE UNDERSIGNED (1) HAS CAREFULLY AND THOROUGHLY REVIEWED AND READ EACH AND EVERY TERM AND CONDITION OF THE AGREEMENT AND THIS GUARANTY, (2) FULLY UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (3) EXECUTES THIS GUARANTY KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS, UNDUE INFLUENCE OR COERCION OF ANY KIND OR NATURE WHATSOEVER HAVING BEEN EXERTED BY OR IMPOSED UPON INDIVIDUAL OR ANY OTHER PARTY. THE UNDERSIGNED INDIVIDUAL FURTHER ACKNOWLEDGES AND AGREES THAT INDIVIDUAL'S DECISION TO ENTER INTO THIS AGREEMENT IS A FULLY INFORMED DECISION AND THAT INDIVIDUAL IS AWARE OF ALL LEGAL AND OTHER RAMIFICATIONS OF SUCH DECISION.

GUARANTOR

DATE: _____ SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____