



# OFFICE OF FRATERNITY AND SORORITY AFFAIRS

University of Pennsylvania  
3933 Walnut Street  
Philadelphia, PA 19104-6136

## CHAPTER HOUSE OCCUPANCY AGREEMENT

**THIS AGREEMENT IS FOR FRATERNITY/SORORITY HOUSING. FRATERNITY/SORORITY HOUSING DIFFERS IN IMPORTANT RESPECTS FROM HOUSING IN OTHER UNIVERSITY RESIDENTIAL PROPERTIES. READ THIS AGREEMENT CAREFULLY! THIS DOCUMENT IS NOT A LEASE AND DOES NOT CREATE A LANDLORD TENANT RELATIONSHIP.**

### A. PRINT

Last Name \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

Home Address: Number & Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number with Area Code \_\_\_\_\_

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PENN ID# NUMBER \_\_\_\_\_

### INSTRUCTIONS

1. Read this occupancy agreement carefully.
2. Use a ballpoint pen to complete areas A, B, C, and D and PRESS HARD.
3. Retain the yellow copy for your records.

### OFFICE USE ONLY

Assigned to: \_\_\_\_\_

Rent per semester/session: \_\_\_\_\_

Term of occupancy: \_\_\_\_\_

as provided in Section II below

**B. I am registered in the University's School/College of \_\_\_\_\_ Class of \_\_\_\_\_**

**C. I have read, understand and agree to comply with the terms and conditions listed below and on the reverse side of this occupancy agreement.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

### D. SIGNATURE OF CHAPTER PRESIDENT \_\_\_\_\_

#### I. GENERAL TERMS AND CONDITIONS OF OCCUPANCY OF FRATERNITY AND SORORITY CHAPTER HOUSES.

1. Occupancy is granted and continues by mutual consent of the Fraternity and the University.
2. All persons residing in Fraternity/Sorority residential units shall be undergraduate students at the University. Residents are first and foremost members of the University Community and are required to abide by all pertinent University rules, regulations, guidelines, procedures, conduct codes and standards in order to retain their right of occupancy.
3. In addition, the standards and obligations of the University's Policy on Recognition and Governance of Social Fraternities and Sororities at Pennsylvania (as amended from time to time) guide the activities and development of all recognized fraternal groups and therefore, also define the individual's role in matters of collective responsibility which may affect an individual's or group's right of continued occupancy.
4. As residents of a Fraternity/Sorority Chapter House, students are also expected to abide by house rules and chapter regulations as promulgated by the Fraternity (its undergraduate or local alumni corporation organizations) which are in accord with general University conduct codes and standards.
5. The Office of Fraternity and Sorority Affairs (sometimes referred to in this document as "OFSA") reserves the right to supplement, amend, elaborate, or clarify this agreement through the issuance of memoranda, rules, regulations, addenda or directives governing Fraternity and Sorority residential Chapter Houses during the period of occupancy defined by this agreement.
6. Undergraduate Chapter Presidents, House Managers and other officers have the on site, daily responsibility for maintaining an orderly, healthful, safe, pleasant, and educationally productive living environment within their Fraternity/Sorority residential unit. Many procedural items noted on this agreement should first be handled directly between the student and the Chapter President or House Manager. The Chapter President or House Manager are then expected to relay all data and information to OFSA for administrative disposition.
7. This agreement covers some of the more serious issues in Fraternity/Sorority residences and is not an all-inclusive statement of the terms governing occupancy of fraternity/sorority housing. Students are expected to conduct themselves in a manner which demonstrates due regard for their fellow residents.
8. Each resident must check with the local Chapter House Manager regarding the availability of bedroom furniture. Availability of furniture varies from house to house based on policies established by each house. The University is not responsible for the furnishing of Chapter House bedrooms.

#### II. TERMS OF OCCUPANCY.

1. The period of occupancy is determined by the Office of Fraternity and Sorority Affairs. Each occupant is responsible for knowing the appropriate dates. The following parameters will be observed.
  - a. Occupants who have agreements for an academic year should not expect to take occupancy prior to the Friday immediately prior to the first day of undergraduate classes, or to maintain occupancy beyond 12 noon on the day after the occupant's last exam except for graduating students who should not expect to maintain occupancy past 5:00 p.m. on Commencement Day. A one-day extension may be granted to students unable to vacate their room upon written request prior to final exams.
  - b. Occupants who have agreements for summer sessions I and II should not expect to take occupancy prior to the first day of classes or to maintain occupancy past 12 noon on the day after the last day of classes. Summer Occupants must be students enrolled in summer courses at the University.
2. The room is expected to be vacant and in good order when the student takes occupancy. Any deficiencies or problems must be reported promptly to the Chapter President/House Manager. The room must be vacated and left in good order on the final day of occupancy.
3. If the Occupant violates any provision of this Agreement, OFSA and/or the Fraternity/Sorority have the right to terminate this Agreement. If the Agreement is terminated, OFSA, upon finding due cause may expel the student from the Chapter House.
4. In the case of expulsion from the Chapter House the Fraternity and the University reserve the right to dispose of the occupant's belongings as abandoned property if they are not promptly removed by the occupant from the chapter house. Neither the Fraternity/Sorority nor the University shall be responsible for the occupant's personal belongings.

#### III. CANCELLATION/TERMINATION OF AGREEMENT.

1. Prior to occupancy, a signed agreement may be cancelled by written notification to OFSA and the Chapter President by the resident. Cancellation for any reason will subject the resident to liquidated damages equal to 50% of the semesterly rent. This charge may be waived if the resident finds an immediate approved replacement for himself/herself and may be waived or reduced for good cause as determined by OFSA.
  1. The Fraternity/Sorority and the University shall have the right to approve any replacement occupant. This charge **is applicable** to those students who terminate due to Leave of Absence or Withdrawal from the University.
2. After the term of occupancy has been started, this agreement and the financial obligation cannot be cancelled by the student. A student may request and OFSA, in its discretion may agree to early termination of the Agreement, but only for the specific reasons, and under the circumstances indicated below:
  - a. Graduation.
  - b. Leave of Absence/Withdrawal: termination granted under this category requires the student to vacate the premises within forty-eight hours of verification by the Office of Fraternity and Sorority Affairs.
  - c. Medical cases, severe illness, or death.In all of the above cases, the reasons for termination must be verified by the appropriate school authorities, prior to the granting of termination by the Fraternity and the University. Note that course work completion alone is not necessarily a basis for early termination.
3. Should termination be authorized pursuant to Section III paragraph 2 above, the rent will be prorated for the number of weeks from the beginning of the term of occupancy until the end of the final week of residence. In addition, liquidated damages equivalent to 50% of the semesterly rent will be charged for early termination, the sum of the prorated rent and the damages will not exceed the semesterly rent. Damages will be waived if an immediate replacement acceptable to the Fraternity/Sorority and the University is identified by the Occupant so that there is no loss of rental revenue as a result of termination.
4. Individual fraternities and sororities may have different requirements that restrict the right to refunds of rent. These stricter requirements shall govern if they conflict with the provisions of this agreement.
5. The University reserves the right to terminate this agreement and expel the occupant from the room(s) for failure to pay University fees or for violation of University conduct or Fraternity/Sorority residential policies, for Recognition Policy violations, or when the University is notified by the student's School that a resident is no longer a full-time, enrolled student at the University.
6. This agreement may be terminated by joint consent of the Fraternity/Sorority and the University, should the resident violate Fraternity/Sorority rules, regulations or guidelines, or exhibit behavior and conduct deemed counter-productive to the attainment of the broader educational and social aspirations of the University's Fraternity and Sorority undergraduate experience.
7. Chapter House residents are subject to the principle of collective responsibility for the behavior of residents. If a Chapter's right to occupy the Chapter House is suspended or revoked, this Agreement will terminate at the same time and the resident will be required to vacate the Chapter House. If this happens, the University will endeavor to identify alternative housing for the resident in the University's Housing System.

#### IV. ELIGIBILITY FOR FRATERNITY/SORORITY RESIDENCE.

1. Only full-time students regularly enrolled at the University may occupy the room(s).
2. Opportunities for student housing are available to all full-time students without regard to race, color, national origin, age, sexual orientation, religion or handicap. Priority for Fraternity/Sorority housing is given, however, to members of recognized student organizations.

#### V. ASSIGNMENTS.

1. This agreement and the rights granted by it may not be assigned or transferred except as indicated in Section III above.
2. Assignment to individual rooms is determined by Fraternity/Sorority policy and decision. The Fraternity/Sorority reserves the right to fill each room to its stated capacity as determined by the Fraternity in consultation with OFSA. If, during this term of occupancy, an agreement is terminated with respect to any student, the remaining students shall accept such roommate(s) as are assigned by the Chapter President. If the original roommate(s) discourage or fail to accept the occupancy of the assigned roommate, they will be charged the lost rent and/or their occupancy agreement will be terminated.

3. Reassignment of rooms is subject to the rules and regulations of the Fraternity/Sorority.
  4. No change in room occupancy shall be made without prior written consent of the Chapter President and OFSA.
  5. The University reserves the right to terminate this agreement and reassign students to rooms in the Department of Housing and Conference Services/College House System during the course of this agreement, if such reassignment or termination is necessary or advisable in the interest of health, safety, consolidation of resources, or the conduct of its Fraternity/Sorority residence program. The University is not obligated to provide replacement housing in the University College House System.
- VI. MOVE-IN/MOVE-OUT/KEYS.
1. A resident is required to formally check in with the Chapter President or House Manager at the beginning of occupancy.
  2. Keys for individual rooms as well as Chapter House common areas, will be issued to the resident of record on arrival at the beginning of all the occupancy periods. Keys may not be transferred or given to other persons. Lost keys shall be reported immediately to the Chapter President, or House Manager. The resident of record shall always be responsible for keys issued to him/her.
  3. Fines for lost or damaged keys or for the unauthorized duplication of keys shall be levied through OFSA by the Fraternity/Sorority in accordance with its Chapter House rules.
  4. Before moving out, a resident is required to remove and properly dispose of all refuse and discarded materials, leaving the room broom clean. Charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the resident(s) will be billed to the resident(s).
  5. When one roommate (or user of a semi-private bathroom) moves out while others remain, each is equally responsible for cleaning the room/bathroom. If the room/bathroom is not found to be in acceptable condition after inspection, cleaning service will be provided and all residents/users of that space will bear the cost.
  6. The resident is required to formally check out and return key(s) to the Chapter President or House Manager at the termination of occupancy.
- VII. CHARGES.
1. The rent stated on the occupancy agreement is conditional upon the Chapter House attaining full occupancy. Any deficiency in occupants may result in the automatic increase of rent for all residents to an amount that will assure the attainment of budgeted revenues. The Fraternity/Sorority and the University may also mutually agree to adjustments in rental charges for present Fraternity/Sorority members for other justifiable budgetary reasons.
  2. All charges for Fall and Spring Term residency are due at the beginning of each semester according to the Student Financial Services billing date.
  3. All charges unpaid after the due date will automatically be subject to a late penalty charge equivalent to that charged by the University to residents of its College House system.
  4. For Summer Session residency periods, residents will make occupancy payments in accordance with Fraternity/Sorority policies which have been approved by the Office of Fraternity and Sorority Affairs.
- VIII. ROOM ENTRY/RESIDENCY ACCESS/GUEST PRIVILEGES.
1. The University reserves the right of entry to the room(s) by authorized representatives of the University or Fraternity/Sorority for the purpose of inspection, establishment of order, repairs, maintenance or cleaning.
  2. Students may not deny access to University or Chapter personnel or their representatives attempting to exercise the University's or Chapter's rights or to perform the University's and Chapter's obligations.
  3. Twenty-four hour access is limited to current residents of the building and their identified guests, as well as authorized repair, maintenance, and University administrative personnel.
  4. A resident's privilege to have overnight guests is subject to the following limitations: a) a resident may not pressure or force roommates to tolerate the presence of a guest; b) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to private spaces they may have, or create any situation which infringes on the rights of roommates to remain undisturbed; c) the presence of a guest may not be constant or continuous; d) a guest may not occupy a host's room when the host is not present, unless he has the host's permission; and e) any violation of this agreement by a guest is the responsibility of his/her host.
- IX. LOSS/THEFT/DAMAGE.
1. The University and the Fraternity/Sorority shall not be liable for any damage to or loss of personal property in the room(s) or storage areas assigned to the student or any other person. Students are advised to confirm the availability of insurance coverage for their personal property under their parents' homeowner's insurance and, if appropriate, to obtain Renter's Insurance.
  2. No student shall permit: a) the removal from or unauthorized addition to the rooms or any furniture, equipment, or property belonging to the Fraternity/Sorority or University; b) any alterations to or tampering with the installed plumbing, heating, or electrical systems; or c) any alterations to the floor, walls, ceilings, doors, or door locks of the house/rooms, without the permission of the Chapter President/House Manager and the Office of Fraternity and Sorority Affairs including painting or making structural repairs or modifications (partitions). Charges for missing or damaged items will be assessed at replacement cost, including any necessary labor. The use of Chapter House common property in private rooms or apartments is strictly forbidden. No structure is allowed that would impede the proper operation of the building's sprinkler system (including, but not limited to custom built or immovable lofts).
  3. When feasible or appropriate, the University will attempt to identify the student(s) responsible for damage caused to the chapter house and will hold those students financially responsible, however, all students are jointly and severally liable for all damage which is caused to the chapter house as well as their own room(s) and any furniture/fixtures therein. Students are liable for the cost of repairing structural damage to the rooms in case of fire, smoke, etc. if caused by a violation of this agreement. Misuses of common area furniture, equipment or fixtures is a violation of this Agreement and may result in the imposition of fines or other penalties as provided in this Agreement.
  4. Tampering with safety system equipment is a violation of this Agreement and may result in the imposition of fines or other penalties as provided in this Agreement. Such penalties may include payment of costs associated with repair to the damage caused and/or expulsion from the Chapter House.
  5. The placement of tape, decals, or signs on the interior or exterior of the building is dependent on Chapter House policies, and the violation of such rules and regulations may result in the imposition of fines by the Fraternity/Sorority.
- X. SOLICITATION/PEDDLING.
1. The room(s) shall only be used for study and living purposes and not as a salesroom, office, service area, or for the storage of merchandise.
  2. Solicitation and peddling are not sanctioned in the Chapter Houses by the Office of Fraternity and Sorority Affairs, but may be permitted at the discretion and permission of the Chapter House officials.
- XI. PETS.
1. The keeping of pets in the Chapter House is not prohibited, but is subject to all applicable codes of the Commonwealth of Pennsylvania and the City of Philadelphia, as well as the rules and regulations of the University and the Chapter. Failure to comply with such codes, rules, or regulations may prompt disciplinary action.
  2. Pets may be kept, providing their surroundings and treatment (including, but not limited to care of the pet's sanitary needs) are of a humane nature.
  3. Regardless of Fraternity/Sorority policies or approval, the University reserves the right to confiscate and properly dispose of any pet for any reason.
- XII. ELECTRICAL APPLIANCES/PROHIBITED ITEMS.
1. The use and location of all furniture and appliances authorized by this agreement must conform to all applicable City, State and Federal regulatory guidelines and requirements.
  2. The Fraternity/Sorority may establish additional requirements or guidelines governing such furniture or appliances.
3. If any permitted appliances create a danger of electrical overload, the Fraternity may issue instructions for the safe use of the appliances, or may withdraw permission for their use. Violation of these instructions could subject the violator to the same penalties as if the appliances in question were prohibited.
  4. Any appliance or item with an open coil is prohibited.
  5. Space heaters can be very dangerous and should only be used with extreme caution and then only with the approval of the Office of Fraternity and Sorority Affairs. They should not be used as a supplement for regular heating systems. If occupants have trouble with heat, they should contact the appropriate Chapter Officer and OFSA.
- XIII. TELEPHONES.
1. GreekNet Houses. Most Chapter Houses are now connected to the University's GreekNet system which provides voice, data and video transmissions to each bedroom. GreekNet includes a common phone line for each bedroom. Each resident is charged a fixed monthly fee for this service. This fee is in addition to the rent. Each resident is also issued a separate long distance access code and is billed separately for his/her long distance calls. Private line service, voice mail, caller-id and other communications services can be obtained through the University's Student Telephone Services office ([www.upenn.edu/sts](http://www.upenn.edu/sts)). Telephone service fees appear on the resident's Student Financial Services Bill. Check with the House Manager to learn whether the Chapter House is connected to GreekNet.
  2. Non-GreekNet Houses. Telephone service in Chapter Houses that are not yet connected to the GreekNet system can be obtained through Verizon or other third-party telephone service vendors. Each resident or group of roommates may make arrangements for telephone service. Residents are responsible for all usage, repair and disconnection charges.
  3. No additional equipment may be installed and the phone jacks may not be removed without the permission of the Chapter President and the Office of Fraternity and Sorority Affairs.
- XIV. STORAGE.
- All personal property belonging to a resident must be removed from the Chapter House at Move-Out. Storage areas are to be used only for storage of Chapter House property. The University assumes no responsibility for any resident's property left in the Chapter House after Move-Out. Items remaining in the Chapter House after Move-Out will be removed and disposed of at the property owner's expense.
- XV. VEHICLES.
1. Bicycles may be stored in student rooms or specially designated locations. They may not be stored or parked in hallways, stairwells, or other public places of the Chapter House. Bicycles discovered in these locations may be removed and disposed of by University personnel.
  2. Motorcycles and motorbikes may not be parked or stored within the Chapter House or the walkways or landscaped areas of the campus, Chapter House porches, or in the entranceways to any University building. Motorcycles or motorbikes found to be in violation of this requirement will be ticketed and/or towed away at the owner's expense.
- XVI. CLEANING.
1. Residents are responsible for cleaning their own room(s).
  2. In the event that adequate health and safety standards are not maintained, the University or the Fraternity/Sorority may have the room(s) cleaned at the expense of the resident(s) and may take other action as appropriate.
  3. Chapter House cleaning costs are supported from the Chapter Housing Operating Budget. If cleaning costs (including cleaning of the Chapter House after Move-Out) exceed the budgeted amounts, each resident will be responsible for his/her pro rata share of such excess costs. If the University determines that excess cleaning costs have resulted from vandalism or misuse of Chapter House facilities or furnishings, the University reserves the right to seek recovery of such excess costs from the responsible student or students.
- XVII. DANGEROUS ARTICLES/SUBSTANCES/ACTIVITY.
1. The items and activities specified below are prohibited in all Fraternity/Sorority Chapter Houses.
    - a. Dangerous Articles and Substances: Possession or use of air rifles, pellet guns, pistols, firearms, ammunition, gun powder, fireworks, explosives, gasoline, and other dangerous articles or substances is prohibited.
    - b. Fire Protection Equipment: Placing false alarms, interfering with proper functioning of fire alarm systems, and tampering with or removing bells, heat/smoke sensors, fire hoses, extinguishers, and fire fighting equipment are prohibited. Violators must bear the cost of recharging, repairing and replacing equipment used or damaged and may face expulsion from the Chapter House and/or other University disciplinary action.
    - c. Security Systems: Any student identified as vandalizing or damaging exterior building doors or locks, bedroom doors or locks, windows or security screens, security alarm systems, turnstiles, emergency phones, or other portions of a security system will bear the cost of the repair to the item(s).
    - d. Roofs and Windows: Residents are forbidden to climb through windows, or to be on ledges, parapets, walls and rooftops of buildings.
    - e. Thrown Objects: The throwing from windows of any object is extremely dangerous to persons below and therefore is prohibited.
    - f. Flame Sources: Use of bunsen burners, portable stoves, kerosene lamps, and similar items is prohibited in Chapter Houses. Candles should be used with extreme caution and must be attended.
    - g. Fire towers, doors, hallways, stairs and other means of egress must remain free of trash or debris and unobstructed AT ALL TIMES.
    - h. Live Christmas trees are prohibited.
  2. When proper action to maintain clear paths of fire/emergency egress is not taken in response to notices from OFSA or other authorities, the responsible party shall be subject to fines or other appropriate disciplinary proceedings. Violations occurring in common areas shall be assessed against the Chapter House. Violations occurring in individual resident rooms will be assessed against the resident(s) of that room.
  3. Occupants violating these requirements may be subject to fines, expulsion from the Chapter House, denial of University College House or Fraternity/Sorority housing, University suspension or other disciplinary action, chapter disciplinary action, as well as civil and criminal liability.
  4. If dangerous articles, substances, etc. are discovered in any room, they may be impounded by University personnel.
- XVIII. ALCOHOL/DRUGS.
1. In Pennsylvania, the possession and/or use of alcohol by persons under 21 years of age is prohibited.
  2. Distribution of alcohol by sale or gift to persons under 21 years of age is forbidden.
  3. The sale of alcohol in a chapter house is prohibited.
  4. The University's Alcohol and Drug Policy imposes certain restrictions on private gatherings and consumption of alcohol in chapter houses – including in private bedrooms and lounge areas-during registered events. Subject to compliance with these restrictions, all other relevant University policies and all legal requirements, alcohol is permitted at private gatherings in bedrooms and lounge areas.
  5. The possession, use, and/or sale of narcotics and/or other dangerous drugs in Fraternity/Sorority Chapter Houses, as elsewhere in the University, is illegal, unless prescribed by an authorized medical physician for the occupant.
- XIX. NOISE.
1. The room(s) shall be used only for study and living purposes. Excessive noise, including the playing of musical instruments, radios, TV sets, stereos, etc. at loud volume is prohibited.
  2. Annoyances should be discussed with the person creating the disturbance and/or the Chapter President/House Manager.
  3. If after reasonable warning a student persists in creating excessive noise, University administrative or judicial or Fraternity/Sorority action may be taken which could lead to expulsion from the Chapter House or other disciplinary action.