

Per the Terms and Conditions of the Occupancy Agreement that you signed to live in the Delta Kappa Epsilon Fraternity House for the Fall 2009- Spring 2010 academic year:

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 reason as determined by OFSA.

2. After the term of occupancy has 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 required 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 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 paragraph III - 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 Occupancy 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.