CHAPTER HOUSE OCCUPANCY AGREEMENT

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 organization) which are in accord with general University conduct codes and standards.
5. The Office of Student Affairs/Fraternity Sorority Life (sometimes referred to in this document as "OFSL") 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 OFSL 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.
9. TERMS OF OCCUPANCY.

1. The period of occupancy is determined by the Office of Student Affairs/Fraternity Sorority Life. Each occupant is responsible for knowing the appropriate dates. The following parameters will be observed.

a. Occupants who have agreements for an academic year may take occupancy beginning the Friday immediately prior to the first day of undergraduate classes, and may maintain occupancy until 12 noon on the day after the occupant's last exam except for graduating students who may maintain occupancy until 5:00 p.m. on Commencement Day ("Occupancy Period"). A one-day extension may be granted to students unable to vacate their room upon written request prior to final exams.

b. There are no summer occupants in chapter houses.

c. The Fraternity/Sorority is not responsible for the furnishing of Chapter House bedrooms.

II. TERMS OF OCCUPANCY.

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c. The Fraternity/Sorority is not responsible for the furnishing of Chapter House bedrooms.

III. CANCELLATION/TERMINATION OF AGREEMENT.

1. Termination Prior to Start of Occupancy Period. To terminate prior to the start of each semester's Occupancy Period, the student must: (i) notify the Chapter President and OFSL in writing before the start of the Occupancy Period and (ii) pay a liquidated damages charge equal to 50% of the rent due for the upcoming semester.

2. Termination During Occupancy Period. Once the Occupancy Period has started, this Agreement may not be terminated and the student is responsible for 100% of occupancy costs due under this Agreement, unless OFSL, in its sole discretion, authorizes early termination on a case-by-case basis.

3. OFSL Authorized Early Termination. Mid-semester termination may be approved only in the extraordinary circumstances described below:

a. A student withdraws from the University or takes a leave of absence.

b. A student dies or experiences a serious medical problem requiring medical attention that cannot reasonably be provided at the residence or is granted medical leave by the University.

4. Any student seeking early termination based on the above conditions shall submit documentation to OFSL verifying that he/she meets the relevant criteria.

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 OFSL.

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.
2. The Fraternity/Sorority may establish additional requirements or guidelines governing such furniture or appliances.

XI. PETS.
2. Solicitation and peddling are not sanctioned in the Chapter Houses by the Office of Student Affairs/Fraternity/ Sorority. All food serving areas are to be used exclusively for the purpose of meal service to Chapter House members. Solicitation of funds for any purpose whatsoever is prohibited. In the event of a violation, fines or other penalties as provided in this Agreement. Such penalties may include payment of costs associated with repair or property belonging to the Fraternity/Sorority or University; b) any alterations to or tampering with the installed fire protection and smoke detection systems (i.e., fire detection and alarm); c) the presence of a guest may not be constant or interfere with the legitimate use of the common areas; d) guests are required to vacate a room when it is not in use by its resident, unless otherwise permitted in this Agreement; e) guests may not create any situation which is dangerous. The University is not obligated to provide replacement housing in the event of a violation of this Agreement, unless prescribed by an authorized medical physician for the occupant.

XVIII. TELEPHONES.
1. GreekNet Houses. Chapter Houses are connected to the University's GreekNet system which provides voice, data and Internet access to each bedroom unit. Each bedroom unit includes a common phone line for each bedroom. Private phone service, voice mail, caller-id and other communications services can be obtained through the University's Student Telephone Services office (www.upenn.edu/mts). Telephone service fees appear on the resident's Student Financial Services billing date.

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X. ROOM ENTRY/RESIDENCY ACCESS/GUEST PRIVILEGES.
2. The resident is required to formally check out and return key(s) to the Chapter President or House Manager at the termination of occupancy. Lost or non.returned keys will result in a $100.00 fine.

VII. CHARGES.
1. The protection of the building's sprinkler system 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 or property belonging to the Fraternity/Sorority or University; b) any alterations to or tampering with the installed fire protection and smoke detection systems (i.e., fire detection and alarm); c) the presence of a guest may not be constant or interfere with the legitimate use of the common areas; d) guests are required to vacate a room when it is not in use by its resident, unless otherwise permitted in this Agreement; e) guests may not create any situation which is dangerous. The University is not obligated to provide replacement housing in the event of a violation of this Agreement, unless prescribed by an authorized medical physician for the occupant.

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