



BETA THETA PI
EPSILON GAMMA CHAPTER
HOUSING CORPORATION



**2009-10 School Year
Lease Agreement
814 S. Main, Mt. Pleasant, Michigan**

Section I:

IT IS HEREBY AGREED that Epsilon Gamma Chapter of Beta Theta Pi Housing Corporation, hereinafter called "Lessor," does hereby let and lease to _____, hereinafter called "Lessee," the premises located at 814 S. Main Street, Mt. Pleasant, Michigan, for a term commencing on Monday, August 17, 2009 and ending on Friday, August 6, 2010 said premises to be used for private residential purposes.

Lessee agrees to pay Option ____ (below) for rent and utilities (see section IV.1.) for the period of this rental agreement.

Option A: Monthly Payments

Lessee agrees to pay Lessor Three Thousand Eight Hundred and Fifty Dollars and 00/100 (\$3,850) for the entire period of this rental agreement which calculated out to be Three Hundred Fifty Dollars and 00/100 (\$350) each month, payable in advance on the 17th day of August 2009, and a like amount on each of the following: September 15, 2009; October 15, 2009; November 15, 2009; December 15, 2009; January 15, 2010; February 15, 2010; March 15, 2010, April 15, 2010, May 15, 2010, June 15, 2010 and July 15, 2010.

Option B: Semester Payments

Lessee agrees to pay Lessor Three Thousand Six Hundred and Thirty Dollars and 00/100 (\$3,630) for the entire period of this rental agreement which calculated out to be One Thousand Eight Hundred Fifteen Dollars and 00/100 (\$1,815) each semester, payable in advance by the 17th day of August 2009, and a like amount on the 15th day of December 2009.

Option C: School Year Payment

Lessee agrees to pay Lessor Three Thousand Four Hundred Sixty Five Dollars and 00/100 (\$3465) for the entire period of this rental agreement, payable in advance on the 17th day of August 2009.

Lessee further agrees to pay a one-time \$300 security deposit and for the rented property, to be paid prior to moving into the facility. Lessor shall hold said security deposit in a non-interest bearing account until the closure of this lease agreement. At the time of checkout, Lessor shall deduct any and all charges for damages caused by intentional or negligent acts of Lessee, Lessee's visitors or guests or by any pet that may enter the property, and return the remainder to Lessee.

One check or money order for the full amount shall be made payable to Lessor and delivered at:

**Epsilon Gamma Chapter of Beta Theta Pi
Housing Corporation
c/o Partlo Property Management
306 E. Broadway
Mt. Pleasant, MI 48858**

Any notice of refund due Lessee shall be delivered to Lessee at the address of the leased premises.

NOTICE: You must notify Partlo Property Management in writing within 4 days after move out of a forwarding address where you can be reached and where you will receive mail; otherwise Lessor shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

Lessee agrees to endeavor to keep utility costs as low as possible. Lessor may install equipment to help with this effort.

If the Lessee shall make default in the payment of any rent reserved hereunder, or any part thereof, or any additional rent payable hereunder, then at the option of the Lessor, the entire rent reserved for the balance of the term of the lease may be declared due any payable forthwith. The Lessee, however, may not be ultimately liable for the total accelerated rent because Lessor does have the obligation to mitigate or minimize rental loss. Ultimately, a court of law may be called upon to determine actual rental loss suffered by Lessor, if any, due to Lessee failure to pay rent according to the terms of the lease agreement. The Lessor may, at its option, require the last installment of rent to be paid by cash or certified check.

The parties agree that at the termination of lease, Lessor shall be responsible for shampooing the carpet and washing the walls and flooring. The parties also agree that all further repairs and cleaning shall be the responsibility and cost of the Lessee, including, but not limited to, the cleaning of all appliances and bathrooms and removal of all trash, and in this regard, the Lessor may apply the above described damage deposit toward costs incurred by the Lessor in completing that cleaning and repairing which was the duty of the Lessee. To facilitate this process, lessee further agrees to a one-time, non-refundable \$50 cleaning fee to be deducted from the security deposit.

Section II:

LESSEE AGREES AS FOLLOWS:

- 1.) Up to fifteen (15) people will reside in the leased premises.
- 2.) No waterbeds will be set-up or used on the premises without the written consent of the Lessor.

- 3.) The premises shall be maintained as an alcohol- and tobacco-free environment. Smoking is prohibited anywhere inside the premises including personal bedrooms. Display of empty alcohol containers or drug paraphernalia is prohibited. Violation of this provision will result in a \$250 fine upon first offense, and eviction without refund upon the second offense.
- 4.) The premises may be sublet or assigned with the written consent of the Lessor.
- 5.) No dogs, cats or other pets will be kept by the Lessee or be allowed to visit upon the premises without the written consent of the Lessor.
- 6.) Firearms are not permitted on the premises.
- 7.) The premises will be examined and will be received in good condition. Lessee further agrees to maintain the premises in the same condition as when received. Lessee promises not to allow any waste, misuse, or neglect of said premises, or to violate any of the provisions of this lease in such a way as to cause injury to the premises. Should such injury, waste, misuse, or neglect occur on the premises, the Lessee shall be responsible therefore, unless the damages occur through the intentional or negligent acts of the Lessor, or unless the damage occurs as a result of the Lessor's failure to perform or the Lessor's negligent performance of a duty opposed by law.
- 8.) The Lessee shall be responsible for insuring Lessee's own personal property.
- 9.) The Lessor, or its agents, shall retain a pass key and shall have the right to enter said premises at reasonable times to examine or protect the same, to show to prospective buyers or renters, or to use as a means of access to other parts of the premises, or to make such repairs, additions, or alterations as may be deemed necessary by Lessor or its agents.
- 10.) The Lessor shall not be liable for any damage or injury to Lessee, the agents, or employees of the Lessee, or to any other person entering the premises, or to goods or chattels therein, resulting from any intentional or negligent acts of Lessee or Lessee's guests, agents, or invitee, or resulting from the failure of the Lessee to carry out the terms of this agreement, and Lessee agrees further to indemnify and save the Lessor harmless from all such claims and injuries. Lessee is responsible for and should carry insurance against such losses, including losses to its own personal property. In this regard, the Lessee agrees that each of the covenants and representatives made by the Lessee, or any of them, in this agreement are for the sole benefit of the Lessor and not for the benefit of the Lessee, and any violation of this lease by the Lessee, or any of them, shall give the Lessee no cause of action against the Lessor for the failure of the Lessor to exercise any of the rights of the Lessor under this agreement.
- 11.) No alterations shall be made on the premises, nor shall any additional locks or bolts be installed anywhere, nor shall any paintings or any other exterior or interior redecoration be done without the prior written consent of the Lessor. All alterations to premises shall remain for the benefit of the Lessor, unless otherwise provided in said consent.

- 12.) If the premises are vacated or abandoned and any personal property is left in or near the premises, then such property shall be deemed abandoned by the Lessee. Lessor may have abandoned property removed at the expense of the Lessee.
- 13.) The premises shall be kept in a clean and healthy manner, and no junk or garbage shall accumulate on or near the premises.
- 14.) No laws, statutes or ordinances of a governmental unit having jurisdiction over the leased premises will be violated on the premises.
- 15.) The premises will not be used in such a manner as to generate noise, which will disturb other tenants or neighbors, nor will other tenants be harassed or bothered in any manner by Lessee or Lessee's guests.
- 16.) Ingress and egress routes shall be kept clear of all materials, which might block said routes.
- 17.) Should any repairs be necessary, the Lessee shall notify the Lessor in writing, e-mail and/or by telephone immediately. Lessee shall be responsible for all damages, including glass breakage to the premises caused by intentional or negligent acts of Lessee, Lessee's visitors or guests, or by any pet that may enter the premises, or of any damage caused by untimely notification to the Lessor of necessary repairs (especially plumbing problems.)
- 18.) Should Lessor incur any expense in enforcing the terms of this lease, Lessee shall reimburse Lessor for such expenses to the extent of the law.
- 19.) The vehicles of Lessee or its guests shall be parked on hard surface areas provided by Lessor; such vehicles shall not be parked on lawns surrounding the premises, on city sidewalks or on streets at those times prohibited by law.
- 20.) Upon the expiration of said term, or upon termination of the lease for any cause, Lessee will at once peacefully surrender and deliver up the whole of the above described premises, together with all improvement thereon, to the Lessor, its agents, and assigns.
- 21.) Lessee's occupancy of the said premises beyond the term of the lease shall not be deemed as renewal of this lease for the whole term or any part thereof, but the acceptance by the Lessor for rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one (1) month only and for successive periods of one (1) month only.
- 22.) All rules and regulations of this agreement, or any hereinafter adopted by the Lessor and Lessee, shall have the same force and effect as covenants of this lease, and Lessee covenants that Lessee, Lessee's invitee and agents will observe all such rules and regulations.
- 23.) Lessee agrees that Lessee will only use small pins or small hanger type nails if Lessee desires to affix pictures, etc., to the wall of the leased apartment/bedroom. Upon request, Lessor

will make available to the Lessee a reasonable number of such pins or nails to allow the Lessee to safely hang pictures, etc., on the walls.

24.) Lessee agrees that it will not permit the flushing of sanitary napkins (or of other brand name products intended for the same use) down the drain of the leased premises.

25.) Lessee shall not allow any motorcycles or mopeds inside leased apartments for any reason whatsoever.

26.) Lessee shall not permit or use “kegs” on the premises.

27.) Lessee shall not permit or use candles or halogen lights on the premises.

Section III:

LESSOR AGREES AS FOLLOWS:

- 1.) Upon timely payment of rents due by Lessee and Lessee’s performance of its obligations under this lease, Lessee shall have a peaceful and quiet use of the leased premises during the term of this lease.
- 2.) Lessor shall make necessary interior and exterior repairs to the leased premises. Normally, repairs will be done within thirty (30) days of written notification. Emergency repairs will be handled as soon as possible.

Section IV:

IT IS MUTUTALLY AGREED:

- 1.) Utilities: Lessor will provide heat, electricity, water, gas, basic cable and waste management. Telephone charges are not covered by this agreement.
- 2.) Lessee shall maintain the yards surrounding the dwelling unit. If the Lessee fails to comply with this requirement, then Lessor may have the necessary work done at the Lessee’s expense.
- 3.) Lessee agrees to promptly remove the snow from the driveways, sidewalks, decks and ramps surrounding the leased premises. If the Lessee fails to comply with this requirement, then Lessor may have the necessary work done at the Lessee’s expense.
- 4.) In the event of a happening which makes the above described premises untenable, the Lessor shall have the option to declare the lease void and of no further force and effect and return any unused portion of lease payments; or Lessor may repair the premises and the obligation of the lease shall continue to be binding upon the Lessee once the premises are repaired.

- 5.) If the Lessee shall be unable to enter into and occupy the premises leased at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of said premises, or as a result of any cause or reason beyond the direct control of the Lessor, the Lessor shall be liable in damage to the Lessee therefore, but during the period Lessee shall be unable to occupy said premises as hereinbefore provided, the rent therefore shall be abated.
- 6.) It is agreed by and between the Lessor and the Lessee that, if the whole or any part of said premises hereby leased shall be taken by any competent authority for any public or quasi-public use or purpose, then, in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such user purpose. All damage awarded for such takings shall belong to and is the property of the Lessor. Lessor shall return any unused portion of lease payments.
- 7.) The Lessor may encumber the premises by mortgage or mortgages, securing such sum or sums upon such terms and conditions as the Lessor may desire, and any such mortgage or mortgages so given shall be a first lien on the land buildings superior to the rights of the Lessee herein.
- 8.) In case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted, or vacated, then it shall be lawful for Lessor, its agents, attorneys, successors, or assigns, to re-enter and repossess the said premises, and the Lessee and each and every occupant may be removed and put out. Such re-entry may be accomplished by any manner permitted by law. In the event of re-entry by Lessor as herein provided, Lessee shall be liable in damages to Lessor for all those losses sustained.
- 9.) It is understood and agreed that the terms "Lessor" and "Lessee" shall include the executors, Administrators, successors, heirs, and assigns of the parties hereto.
- 10.) Invalidation of any of the provisions herein contained by judgement or court order shall in no way affect any of the other provisions, each of which shall remain in full force and effect; and no one or more waiver or covenants, condition, rule, or regulation by the Lessor shall be construed as a waiver of a further breach of the same.

Section V:

- 1.) Lessor's name and address for the receipt of communications regarding this lease, regarding Public Act No. 348 of 1972 or regarding Public Act No. 454 of 1978 are as follows:

Epsilon Gamma Chapter of Beta Theta Pi House Corporation
c/o Scott Nadeau
814 S Main Street
Mt. Pleasant, MI 48858

2.) Lessee acknowledges receipt of this lease upon signing said lease.

Notwithstanding any other provision, the Lessee hereby grants the Building Inspector of the City of Mt. Pleasant, or his designee, access to the premises for the purpose of inspection as required as a prerequisite to the granting or renewal of a Housing Maintenance Certificate/License.

Section VI:

Lessor shall be responsible for and indemnify and hold Lessee harmless from all of Landlord's (including its employees and agents) acts, omissions or negligence.

THIS AGREEMENT AND LEASE, made this _____ day of _____, _____.

WITNESSES:

LESSOR:

**EPSILON GAMMA CHAPTER
OF BETA THETA PI HOUSE
CORPORATION**

By:

LESSEE:

[Signature Page to 2009-10 Lease Agreement between
Epsilon Gamma of Beta Theta Pi Housing Corporation

and _____.]