

Alpha Sigma Phi Fraternity of NJIT, INC.
Room Contract and Lease Agreement

This contract is made by and between **Alpha Sigma Phi Undergraduate Housing Corporation**, hereinafter designated "The Corporation" and _____ hereinafter designated "The Student."

WITNESETH: In consideration of the covenants hereto it is agreed as follows:

1. The Corporation agrees for the term of this contract, unless sooner terminated, to maintain a chapter house rented by it and located at 267 Martin Luther King Blvd., Newark, New Jersey, and consisting of sleeping rooms and other facilities, and to assign a student space in a room, subject to the rules, regulations and customs of The Corporation, Alpha Rho Chapter, and New Jersey Institute of Technology.
2. The Student agrees to accept and properly use such room space assigned to him and to abide by all the rules, regulations, customs and requirements of The Corporation, Alpha Rho Chapter, and New Jersey Institute of Technology.
3. The term of this contract shall be for the period beginning the first day of _____ and terminating on the last day of _____.
4. In consideration of the foregoing, The Student agrees to pay the Alpha Rho Chapter the sum of \$ _____ per month for the room space assigned to The student. The student also agrees to pay all Alpha Rho Chapter dues for the term of this agreement including, but not limited to; parlor fees and chapter operating dues. The Student will also pay any additional assessment voted by the Alpha Rho Chapter, not to exceed \$25.00 per month. These amounts will be payable on or before the twenty fifth day of the preceding month for which the rent is applicable. The student also agrees to pay promptly all miscellaneous charges incurred by him such as, but not limited to, cleaning, fines, telephone bills etc. The Corporation agrees to pay for heating electricity, water, and sewer costs.
5. The Student also agrees to pay The Alpha Rho Chapter the sum of \$ _____ upon the signing of this contract as a security deposit. This sum shall be returned to The Student at the end of this contract provided there is no damage to the room assigned to The Student. This sum shall not be returned if The Student incurs any damage to any structure in the maintained chapter house described in Paragraph 1, without making adequate repair to such structure. The Student is responsible for any damage incurred exceeding the security deposit. It is also agreed that The Alpha Rho Chapter possesses the right to withhold this deposit in the event that an outstanding debt to the Alpha Rho Chapter, The Corporation, or Alpha Sigma Phi National Fraternity exists. This deposit may also be withheld if a debt exists to any brother or brothers only where the debt originates from a joint payment agreement for common utilities such as, but not limited to, telephone, gas, electric, and cable bills. The Alpha Rho Chapter reserves the right to properly remit any or all parties concerned.
6. In the event that the student leaves the chapter house at any time during the term of this contract, the student agrees to pay all items provided in Paragraph 4 hereof for the full term of this contract, unless withdrawal is caused by illness, death in the immediate family, service to his country, or some other reason accepted and found satisfactory by the chapter upon vote of the majority of members present at any meeting. Controversies concerning the last mentioned item shall be settled by the Board of Directors of the Corporation.
7. The Corporation reserves the right to terminate this contract, in the event The Student shall at any time fail to observe any rules, regulations, customs, or requirements of The Corporation, Alpha Rho Chapter, or New Jersey Institute of Technology.
8. The Corporation reserves the right to terminate this contract upon five days notice to The Student at any time after the first thirty days that this contract is effective with the exception of the terms described in Paragraph 14 where termination is immediate. In the event of such termination by The Corporation, it will be refunded to the student a pro rate share of any amount therefore paid and not earned at the time of termination. A waiver of any default of The Student by The Corporation shall not affect The Corporation's right to enforce this contract upon subsequent default by The Student.

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9. Any personal modifications applicable to the use of The Student are the financial responsibility of The Student. All modifications must be approved by the Board of Directors of The Corporation. The Student shall not sublet or allow any other person to occupy this room space without consent from the Board of Directors of The Corporation.
10. The Corporation is not responsible for any losses of personal property due to fire, theft, waterdamage, or any other natural disasters. The safety and security of The student's belongings are the sole responsibility of The Student.
11. The Corporation is not responsible for any personal injury occurring to The Student during the term of this lease.
12. The Student agrees to obtain the signature of a guarantor guaranteeing The Student's obligations herein.
13. The student shall insure that he remains a member in good standing with the Alpha Rho Chapter of Alpha Sigma Phi Fraternity.
14. The rent for each month will be paid in full before or on the twenty-fifth day of the preceding month by 5:00p.m. Failure to pay the full amount by the twenty-fifth day of each preceding month will result in a penalty charge of 10% of one month's rent. Subsequent failure to pay by 5:00 p.m. of the first day of the month will result in immediate termination of this contract. The student will be asked to remove his belongings and move out of his room by 5:00p.m. the next day.
15. The Corporation reserves the right to remove all personal property of The Student when his contract has been terminated for any of the reasons listed in this contract.
16. In the event that there are more interested leasers than available rooms for a given term, the signing of this contract and paying of security deposit as specified in Paragraph 5 by The Student waives his right for return of said security deposit.
17. Rent is to be placed in the "Alumni" lockbox or mailed to the Treasurer of The Corporation.

After reviewing the above contract, I, _____ agree to abide to all of the terms as stated within, signed this the _____ day of _____, 20_____.

Students Signature

Date

Student's Social Security Number

Guarantor's Signature

Date

Street Address

City, State, Zip Code

Corporate Director of Finance

Alpha Rho Chapter Treasurer