WILLIAM & MARY
RESIDENCE LIFE
FRATERNITY/SORORITY HOUSING AGREEMENT

This Fraternity/Sorority Housing Agreement serves to create a productive understanding between Residence Life and its fraternity and sorority housing system. This understanding is based on the mutual responsibilities and cooperation that are necessary to establish a positive living environment in the Chapter houses.

1. Residence Life agrees to make available to the Chapter the use of the premises (the structure, stairwells, patios, window wells, and grounds immediately around the structure) known as Area & house number/street address as residence accommodations only for Fraternity/Sorority Name from the first official day of upperclass opening in August until 10am on the Monday of commencement, except during the periods when the university is not in session.

2. The Chapter and residents of the house are jointly responsible for abiding by the terms and conditions of the current edition of the Student Housing Contract and the Student Handbook.

3. Residence Life will maintain the premises in a structurally sound and habitable condition, equivalent to that provided in all other residence halls. In particular, this will include routine custodial and maintenance services.

4. Without in any way delimiting or waiving the obligation and responsibilities of the Chapter and residents provided herein, Residence Life reserves the right to enter the premises and conduct periodic inspections to ensure that the premises are being used in accordance with this agreement and university policies.

5. Residence Life will provide individual rooms with bedroom furnishings as specified in the current edition of the Student Housing Contract, common area furnishings comparable to other residential facilities, and a kitchen refrigerator and stove. The Chapter will provide other kitchen appliances (which must comply with the state fire code), and other furniture and furnishings, unless otherwise arranged with Residence Life.

6. Residence Life will seek to arrange for security of the premises during periods when the university is not in session equivalent to that provided in other residence halls. The Chapter, and each resident, is nonetheless encouraged to obtain personal property insurance. Notwithstanding anything to the contrary, it is understood and agreed that the university, its agents and employees, shall not be responsible for any
damage or loss to the property of the Chapter, or its residents, while on the premises, no matter the cause including the absence of, or inadequate security to the premises.

7. The Chapter or the residents may not sublet the premises.

8. No person other than undergraduate or graduate members, or pledges, of the fraternity/sorority may live in the house without prior approval from Residence Life.

9. Notwithstanding anything to the contrary, the Chapter will maintain the premises in an orderly, safe and sanitary condition during the term of the housing agreement.

10. Notwithstanding anything to the contrary, the Chapter shall be responsible for any loss, damage or extraordinary cleaning to the premises as a result of misuse, negligence or vandalism or other cause except and only when the Chapter demonstrates that the loss, damage, or required cleaning to the premises was not caused by a resident, guest or invitee to the premises, or by anyone participating in a fraternity/sorority function or activity. The Chapter shall reimburse, in a timely manner, Residence Life for the cost of such replacement, repair and cleaning.

11. Residence Life will provide an opportunity for inspection and acceptance of the premises by the Chapter prior to occupancy and also at the termination of this agreement for assessment of any damages. If deficiencies or damages reported in the initial inspection or others reported throughout the duration of this agreement are not remedied satisfactorily, then the Chapter may appeal for a rent rebate according to the terms of the current edition of the Student Housing Contract.

12. All residential units on campus are Virginia state-owned buildings, and therefore under the jurisdiction of a number of Virginia state regulatory agencies. In accordance with this, the Chapter agrees to make no alterations, repairs, additions, or improvements to the premises without first receiving written approval from the Director of Housing Operations. All alterations must meet appropriate State codes.

13. The Chapter will provide during the semester # occupants persons to occupy the premises who will be billed by the university per semester at the 2016-17 rates as approved by the Board of Visitors and published on the Residence Life website.

14. For the following academic year, the Chapter will provide to Residence Life a complete roster of names for those eligible students who will occupy the premises according to instructions (including penalties for non-compliance) that will be distributed to the Chapter by February 2017.

15. If a vacancy occurs between semesters or prior to the end of the third week of classes, the Chapter has five class days to fill the vacancy without penalty. If the vacancy is filled after five class days have passed, the charge to the Chapter will be prorated. If the vacancy is not filled the Chapter will be billed for the total amount. Vacancies that occur at the end of fall semester may be filled by eligible students residing
elsewhere in university housing providing the room switch takes place prior to the winter break as per the current edition of the Student Housing Contract.

16. Storage is permitted only in those areas specifically designated by Residence Life. All items stored must meet the conditions of the current edition of the Student Housing Contract.

17. It is agreed that the university may cancel this agreement at any time upon written notice to the Chapter for violations of this agreement or university policy by the Chapter or any residents or guests; or if occupancy of the premises drops below 90%; or failure of the Chapter to promptly pay the university any indebtedness. In the event any such condition arises, failure of the university to cancel in one case shall not constitute a waiver of right to cancel for any later case. It is also agreed that the university shall not be responsible to the Chapter or any resident in the event the premises are damaged or destroyed in whole or in part by fire, earthquake, riot, flood, Act of God, or any other cause beyond its control; in such an event, either party may cancel this agreement upon written notice to the other; provided any such cancellation shall not release any party from responsibility under this agreement arising prior to the date of such cancellation.

18. Either party may cancel this agreement with 30 days written notice to the other.

19. In the event of cancellation of this agreement as provided above, Residence Life reserves the right, but not the obligation, to reassign individuals to alternative residence hall space.

20. Nothing in this agreement shall be interpreted as a waiver of the sovereign immunity of the Commonwealth of Virginia, directly or indirectly; nor the assumption of any liability or obligation by the university contrary to the Virginia State Code.

As Chapter President, I warrant that I am authorized to enter into this agreement for and on behalf of the Chapter, and that I have read and understand this agreement, and will communicate this information to the members of my house. Our Chapter agrees to abide by the terms and conditions of this agreement.

________________________________________  PRESIDENT

________________________________________  (CHAPTER) & DATE