KAPPA DELTA HOUSING

LICENSING AGREEMENT

**FOR**

**UNIVERSITY OF MARYLAND**

This licensing agreement is made this \_\_\_\_\_\_ day of, \_\_\_\_\_\_\_\_\_\_\_\_ 2011, by and between the Kappa Delta House Corporation (hereinafter referred to as “House Corporation”), the undersigned student (hereinafter referred to as “Student”) and the undersigned parent(s) or legal guardian(s) of the Student (hereinafter referred to as “Parent”).

**WITNESSETH:**

 Whereas, the House Corporation owns and maintains a chapter house (the”Chapter House”) located at 4610 College Avenue, College Park, Maryland, for the sole use of the members of the Alpha Rho Chapter of the Kappa Delta Sorority (the “Chapter”) as well as to provide room and board to Chapter members during the University of Maryland, College Park, school semesters in exchange for the payment of a fixed amount each semester.

 Whereas, the House Corporation has voted to extend a licensing agreement to the Student for the Fall Semester of 2011 and the Student has agreed to accept the invitation, to enter into this licensing agreement and to pay the sum of Four Thousand Three Hundred Dollars ($4,300.00), for the school semester (the “Board Fee”), in exchange for room and board in the Chapter house.

 NOW, THEREFORE, in consideration of the payment of the Board Fee and the performance of the covenants and agreements hereinafter set forth, the House Corporation agrees to provide the student with room and board in the Chapter House under the following terms and conditions:

1. TERM

 The term of this housing licensing agreement shall be only for the Fall school semester of the academic year beginning August 2011. This licensing agreement will automatically expire on the last day of Fall semester final examinations as scheduled by the University of Maryland at College Park and will not automatically be renewed for the following academic year. A new licensing agreement must be executed prior to moving into the Chapter House each year.

 *Any undergraduate member of Alpha Rho, returning to the University of Maryland for the purpose of entering school, regardless of the number of course hours carried, must live in the chapter house, when there is space available, or forfeit all rights and privileges as a member of Alpha Rho, of Kappa Delta Sorority, and is subject to probation by the National Council. This agreement is contained in the memberships expectations contracts, which are signed by the members each year and a copy sent to the member’s parents upon pledging. Failure to live in the chapter house without the required approval of the House Corporation will also subject the member to National Probation by the National Council. This ruling is based on Kappa Delta standards of Ethical Conduct and National House Rules and membership expectations contract.*

2. FEES AND CHARGES

* 1. The Student agrees to pay to the House Corporation, for the use of a room in common with other students and the other common areas in the Chapter house, the Board Fee in installments as follows (unless a payment addendum is attached to this licensing agreement and signed):
1. $500.00 with the licensing agreement to be applied to the spring semester portion of the Board Fee and is **non-refundable;**
2. $3,800.00 on or before August 15th, which falls prior to the start of the fall semester;
3. $100.00 damage deposit with the licensing agreement. See paragraph 2.4 below.

The Student will not be allowed to move into the Chapter house unless the required installments of the Board Fee have been paid to date, or a Payment Addendum signed, as provided herein. Failure to pay according to the above schedule or the Payment Addendum shall constitute a default and the entire remaining balance of the Board Fee shall thereupon be immediately due and payable without further notice. In addition, any Board Fee not paid when due, whether under Section 2.1 or the Payment Addendum shall be subject to a one time late charge of Ten percent (10%) of the unpaid amount and shall bear interest from the due date until payment at the highest rate of interest allowed by Maryland law. Any payments made by check returned for insufficient funds or any other reason will result in a fee of $30.00.

* 1. By signing this licensing agreement both the Student and Parent recognize that the House Corporation has set aside living space for the Student in the Chapter House which may remain empty the balance of the school year if the Student does not move in in the Fall Semester or moves out prior to the end of either the Fall Semester and in consideration therefore, the Board Fee for each semester is entirely non-refundable. The Student and Parent agree that House Corporation will suffer actual damages equal to the unpaid Board Fee in the event that the Student does not move in and remain in the Chapter House for the entire semester. Both the Parent and Student remain obligated to pay the Board Fee regardless of whether the Student, after executing this Licensing agreement, resigns from the Chapter, ceases to live in the Chapter House or ceases to be a student at the University of Maryland, for any reason.
	2. In addition to the Board Fee as specified above, the Student shall pay to the House Corporation such individual charges as she may incur for optional goods and services furnished by the House Corporation, such special assessments as the House Corporation may levy upon its members, and such facility fees, as are customarily charged or assessed by the House Corporation. Such charges, assessments, and fees shall be paid as may be determined by the House Corporation.
	3. The Student shall pay to the House Corporation upon signature of this licensing agreement a damage deposit (“Damage Deposit”) in the amount of One Hundred Dollars ($100.00). This deposit shall be held by the House Corporation and may be applied by the House Corporation to remedy any default of the Student under the terms and conditions of this licensing agreement. The House Corporation shall refund the Damage Deposit to the Student upon the Student’s full performance of her obligations under this licensing agreement no later than graduation.

 2.5 The Student shall pay to House Corporation upon receipt of their house key a $25.00 key deposit (“Key Deposit”). Upon return of the key the Key Deposit shall be refunded to the student. The Student agrees to immediately notify House Corporation or the House Director in the event that the key is lost or stolen, and agrees to pay $25.00 for any replacements keys.

1. TERMS AND CONDITIONS

3.1 The House Corporation shall provide to the Student such services as are customarily furnished by the house Corporation to residents of its Chapter House and, subject to the rules and regulations of the Alpha Rho Chapter of the Kappa Delta Sorority (“Chapter Rules”), all applicable membership rights and privileges of the chapter. The Chapter Rules are incorporated herein by reference.

3.2 This licensing agreement is a license for living space in the Chapter House and not for any particular room. The House Corporation reserves the right to assign the Student to a room and to change her room assignment. If the Student is occupying a multiple-occupancy room, the House Corporation reserves the right to assign and change her roommate(s).

3.3 The Chapter House shall be available for occupancy at the discretion of the House Corporation. It will take into consideration advisement from the Chapter council as to when to open and close the Chapter House. The Chapter House will not be open during winter, spring, and summer vacation periods.

3.4 Board shall be available from the first day of classes through the last day of final exams each semester. Board shall consist of 19 meals per week, to be served or prepared by the Student on the days and at the times determined by the House Corporation, provided, however that no meals will be served on University holidays or when the Chapter House is closed. The meals furnished under this licensing agreement are not transferable by the Student to other persons. The House Corporation shall not be responsible for meals not served for reasons beyond its control.

3.5 The Student shall use the Chapter House only for residential purposes, and shall not conduct any business or commercial enterprise therein. The Student shall comply with all local, state, and federal laws, ordinances, regulations and with the rules and regulations of the Chapter, the House Corporation, the Sorority and the University of Maryland.

3.6 The Student shall take good care of the Chapter House and its furniture, furnishings, and equipment, shall keep them in a neat, clean, and orderly condition, shall suffer and permit no waste to be committed in or upon them, and shall take no alterations or additions to the premises without the prior written consent of the House Corporation. Upon the expiration of or other termination of this licensing agreement, the Student shall remove her personal property from the Chapter House and shall vacate the premises leaving such in clean condition and good repair, ordinary wear and tear resulting from careful usage alone excepted. After the Student vacates the premises, the House Corporation shall have the right to dispose of any personal property left by the Student in or on the Chapter House premises, and the House Corporation shall not be responsible to the Student to account for the disposition of such property.

3.7 The Student shall not paint her room. The Student shall not affix any items to the doors or her room. The Student shall not drive any nails or screws into the woodwork, walls, or ceilings of her room and shall be responsible for any damage caused by items affixed thereto.

3.8 Damage to the Student’s room or its furnishings beyond ordinary wear and tear will be charged to the students occupying the room. Damage to rooms or property used in common with other students will be charged to all such students equally. If responsibility for damage is acknowledged by one or more students, the damage will be charged to such students.

3.9 Cooking is prohibited in individual bedrooms. Air conditioners, ceiling fans and humidifiers are specifically prohibited. No other major electrical appliances (hot plates, microwaves, refrigerators, coffee makers, etc.) shall be kept or used in an individual bedroom.

3.10 Lofts or waterbeds shall not be kept or used in the Chapter House. No animals or pets whatsoever shall be brought or kept upon the Chapter House premises.

3.11 Student shall not place or cause to be placed in the outside doors or any window or other way of entry into Chapter House any object which shall facilitate entry into the Chapter House nor shall the Student tamper with any doors, windows, or ways of entry to facilitate entry from the outside.

3.12 The use and burning of candles and other open flame items (including cigarettes and any related smoking materials) within the house is prohibited. Burning candles or open flame decorative items can be used with prior written approval of the House Corporation at events with proper supervision such as formal chapter meals, receptions, engagements/pinning circles.

3.13 The House Corporation reserves the right to enter the Student’s room during reasonable hours for the purpose of inspecting the room and making such repairs, alterations, additions, cleaning and improvements as the House Corporation may deem necessary.

3.14 The House Corporation and its officers, directors, employees, and agents shall not be responsible for any injury, loss, or damage to the Student or the Student’s property resulting from fire, theft, or other cause. The Student shall insure any property that she brings into the Chapter House premises against the risk of loss or damage.

3.15 House Corporation takes very seriously the presence of any male in any student’s room or other areas of the Chapter House. Any Male Visitation Policy is devised by and agreed to by the Chapter members. However, House Corporation is NOT responsible for the content or of enforcement of the Male Visitation Policy. House Corporation is not liable for any injury, loss, or damage resulting, directly or indirectly, from implementation of the Male Visitation Policy by the Chapter members or from any failure of enforcement of the Male Visitation Policy by the Chapter members.

4. TERMINATION

4.1 The House Corporation may terminate this Licensing agreement if the Chapter House becomes uninhabitable by reason of fire, windstorm, or other similar catastrophe. In the event of such termination, the Semester Fee shall be prorated to the date of termination and the unused portion shall be returned to the Student.

4.2 In addition to other remedies set forth herein, House Corporation may terminate this licensing agreement and take possession of the Student’s accommodations at any time if the Student fails to comply with any of the terms and conditions of this Licensing agreement. Such determination shall be made at the sole discretion of the members of House Corporation (“Members”) by a simple majority vote of the members. In such event, the Student shall be responsible for any loss of revenue sustained by the House Corporation, including, but not limited to, Board Fees covered by this Licensing agreement but not then paid. In the event of such termination, the House Corporation, at its option, shall be permitted to retain all sums paid to it hereunder by the Student.

 4.3 Notwithstanding anything to the contrary herein, upon the happening of the following events, all of which shall be a material breach (“Material Breach”) of this licensing agreement, House Corporation may, at its election, increase any fines provided for herein or immediately terminate this licensing agreement:

* + 1. **The presence/possession of alcohol, illegal drugs or prescription drugs not prescribed to the student in the student’s possession.**
		2. Repeated use of intimidating language against other Chapter House residents to the extent, in the sole discretion of the Members determined by simple majority vote, the welfare, peace and tranquility of the Chapter House is threatened;
		3. Repeated disruptions of the Chapter House such that the peace, tranquility and welfare of the other residents of the Chapter House is disturbed.
		4. Recommendation by the Chapter Advisory Board that the Student be placed on National Probation.

4.4 If this Contract is terminated for any reason, Student agrees to leave the Chapter House immediately upon receiving written notice of such termination from the House Corporation or within a period of time to be determined by the House Corporation at its discretion.

5. ASSIGNMENT

The Student shall not sell or assign this Licensing agreement without the prior written consent of the Chapter and its House Corporation. No modification of this licensing agreement shall be effective unless it is made in writing and is signed by the Student, the Chapter and its House Corporation.

1. This licensing agreement is made with reference to and shall be construed in accordance with the laws of the state of Maryland, in which state it shall be performed by the parties. Any action arising under the terms and conditions of this Licensing agreement may be brought in any local, state or federal court located in Prince George’s County, State of Maryland, having jurisdiction of the subject matter, and the undersigned parties hereby consent that any court shall have person jurisdiction over tem with respect to any such action.
2. The parties to this licensing agreement do not intend to create a landlord-tenant relationship, the granting of room and board under this Licensing agreement being a mere license.
3. The Student and her undersigned parent(s) shall be jointly and severally liable for the Student’s full and faithful performance of the terms and conditions of this licensing agreement.
4. If the Student and/or Parent fails to pay any sum to the House Corporation when it is due, they shall pay such fines or penalties as may be provided by the House Corporation’s rules and regulations, interest on the unpaid sum at the maximum lawful rate of interest, and all costs of collection, including attorney’s fees actually incurred in connection therewith.

IN WITNESS WHEREOF, the House Corporation, the Student, and the Student’s undersigned parent(s) or legal guardian(s) have caused this Licensing agreement to be executed.

WITNESS: KAPPA DELTA HOUSE CORPORATION

 www.kdhousecorpumd.org

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 House Corporation President

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**Social Security Number**  **Student**

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**Social Security Number**   **Parent or Guardian**

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**Social Security Number Parent or Guardian**

**Parent or Guardian’s name, address and telephone number:**

Name

Address

City State Zip Code

## Home Telephone Business Telephone

Email address

Student’s home address and telephone number:

Name

Address

City State Zip Code

Home Telephone Business Telephone

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Student Email address

# PAYMENT ADDENDUM

Payment options may not be adjusted without prior approval of the House Corporation.

\_\_\_\_\_\_ Option 1 **One payments of $3,800 to in August (the $500 Room Deposit is applied towards the total payment)**

\_\_\_\_\_\_ Option 2 **Two payments of $1900 each due in August and October**

Bills will be issued, according to your payment selection, by Omega Financial (“OmegaFi”). OmegaFi information can be found at <http://www.omegafi.com> or by calling 1-800-276-6342. (This information can also be found on each OmegaFi bill.) OmegaFi bills will be sent to the **parent’s billing address listed** on page seven (7) of this agreement – Please ensure this information is correct. OmegaFi accepts check and credit card payments by mail as well as through their secure website.

Questions regarding adjustments to this contract should be addressed to Elizabeth Metz Schindler, House Corporation President, at president@kdhousecorpumd.org or 703.244.0389.