PLEASE INITIAL AT THE BOTTOM OF EACH PAGE

2010-11 Fraternity Living Terms and Conditions of Occupancy

1. **Duration of Contract**
   The duration of the FRATERNITY HOUSE CONTRACT and its Terms and Conditions of Occupancy is Saturday, August 28, 2010 through Monday, April 26, 2011 for all non-May Term students, through May 1, 2011 for all non-May Term Seniors, and through Friday, May 28, 2011 for all May Term students. Only members of University-recognized fraternities or those decided by the membership and approved by the Office of Fraternity & Sorority Life, who are enrolled at Illinois Wesleyan University as students may live in a fraternity house. In determining to accept this application, the University shall consider, among other factors, space availability, and the prior conduct of the applicant. The leased premises shall be occupied solely for residential purposes.

2. **Billing and Payment**
   By signing the FRATERNITY HOUSE CONTRACT, the fraternity member is legally responsible for the payment of all billed housing charges. Nonpayment will result in automatic withholding of grades, transcript, registration, or diploma by the University.

3. **Cancellation of Contract**
   Cancellation of this contract for any reason may result in the billing of a) $200 cancellation fee to the student's account, b) applicable room charges to the student's account, and/or c) empty bed fees established by the Office of Fraternity & Sorority Life to the fraternity. In the event of cancellation for any reason, it is the student's responsibility to find alternative housing.

   I. Cancellation by the Student.

      a) If the student voluntarily withdraws from the University for such reasons as: leave of absence, December graduation, University recognized study abroad program, field study, transfer, marriage, or induction into the military service, and desires to cancel this contract the student must complete a Contract Cancellation Form available in the Office of Fraternity & Sorority Life. Upon the verification of the stated circumstances by the Office of Fraternity & Sorority Life through a release waiver, the cancellation fee will be waived and the student will be responsible for room and board charges through the date of his or her departure. Such cancellations will result in an empty bed assessment penalty pursuant to Section 14.

      b) If the student continues to attend Illinois Wesleyan University but nevertheless desires to cancel this contract because of reasons other than those listed above, he must file a petition with the Office of Fraternity & Sorority Life. Each case will be reviewed on its individual merits.

   II. Cancellation by the University.

      a) Substantial interference with the rights of other residents to use the facilities, including conduct of a student that is dangerous or disruptive to himself, another person or persons; intentional or negligent property damage; or drug or alcohol violations or abuse shall constitute grounds for immediate cancellation of this contract; and, where deemed necessary by the University to protect the safety or security of the community, any or all fraternity house members. Suspension or expulsion of a student from the University shall constitute immediate cancellation of this contract. Students whose contracts are cancelled pursuant to this provision will be billed a $200 contract cancellation fee and will be responsible for room and board charges through the date of his or her departure. Such cancellations will result in an empty bed assessment penalty pursuant to section 14.

      b) In case of such cancellation, the University will, in person or by certified mail, deliver written notice to the student stating the hour and the date of cancellation when the student must vacate the room. In the case of conduct deemed to be dangerous or disruptive to person or property, the University may demand that student immediately vacate the room.

   III. Cancellation by the Fraternity.

      a) Failure of a resident member to remain in good standing with the fraternity shall constitute grounds for the fraternity to request cancellation of this contract by the University. Such requests must be submitted to the Office of Fraternity & Sorority Life by a fraternity alumni advisor, house corporation member, or national representative

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for approval. Upon verification of the stated circumstances, the student will be billed the $200 contract cancellation fee and will be responsible for room and board charges through the date of his or her departure. Such cancellations will result in an empty bed assessment penalty pursuant to Section 14.

b) In case of such cancellation, the University will, in person or by certified mail, deliver written notice to the student stating the hour and the date of cancellation when the student must vacate the room. In the case of conduct deemed to be dangerous or disruptive to person or property, the University can demand that student immediately vacate the room.

IV. Cancellation due to Fraternity Loss of University Recognition.

a) Suspension or revocation of fraternity recognition by the University or the fraternity's national office shall constitute grounds for the University's cancellation of this contract with all resident members. All fraternity residents will be billed the $200 contract cancellation fee and will be responsible for room and board charges through the date of their departure from the building.

b) In case of such cancellation, the University will, in person or by certified mail, deliver written notice to all resident members of the fraternity stating the hour and the date of cancellation whereupon all fraternity members must vacate the fraternity house. In the case of conduct deemed to be dangerous or disruptive to person or property, the University can demand that the fraternity immediately vacate the fraternity house.

4. Damage Charges

I. Common Room / Property Damages: At the start of each academic year, the house manager will complete a condition report for all common areas within the fraternity house. Copies of this document will be filed with the house manager and the Office of Fraternity & Sorority Life for the duration of the housing contract. The house manager and Office of Fraternity & Sorority Life will coordinate a monthly walkthrough of all common areas and reassess the condition of the house. Unclaimed damages (e.g., vandalism, structural damage) in common areas, property, or grounds will be assessed equally among all members /new members of the fraternity, regardless of residency, who are currently enrolled on campus. Damages claimed by members of the fraternity will be billed to the responsible party's University account. In addition, the University reserves the right to assess fines above replacement or repair costs for abuse of University property.

II. Individual Room Damages: The student agrees to pay for any damages, lost property, or unnecessary service or maintenance costs caused by the student through accident, neglect or intent. When more than one resident occupies the same room and responsibility for damage or loss in the room cannot be ascertained by the Office of Fraternity & Sorority Life, the cost of repair and/or replacement may be assessed equally among the residents. In addition, the University reserves the right to assess fines above replacement or repair costs for abuse of University property.

5. Fire Safety

Fraternity house safety inspections are to be coordinated by the house manager two to four times per academic year. Annual inspection by the Bloomington Fire Department will also occur (some inspections may include individual rooms as is dictated by the Bloomington Fire Department). At the start of each semester the house manager will present emergency evacuation procedures to the entire chapter. The evacuation plan will be conspicuously posted on each level of the fraternity house. The University prohibits hot plates, toasters, grills, or other gas devices and open flames, including candles and incense. Tampering with any life/fire safety equipment is a violation of federal law. All residents are expected to abide by fire code regulations. Where prohibited items are found, such prohibited items may be seized immediately.

6. General Expectations

All University rules and regulations set by the University are applicable to members living in the fraternity house. In addition, rules set forth by the fraternity chapter, advisory board, national organization, or Interfraternity Council may apply where they are not in conflict with University rules. Where a conflict exists between these organizations, the more stringent policies shall apply. It is expected that federal, state, and local laws will be respected by members. The University prohibits the illegal possession, use or transfer of any controlled substance or drug paraphernalia as defined by the statutes of Illinois. The University prohibits the possession or storage of fireworks or any other explosive and/or toxic materials. The possession or storage of any firearm or deadly weapon is prohibited. No pets, other than gold or tropical fish, are permitted in the fraternity house. Where any of the prohibited substances/items are found, such prohibited substances/items may be seized immediately. Fraternity Housing will be FIPG compliant. The FIPG policy can be viewed through the FIPG website at www.fipg.org.

7. Alcohol

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Illinois Wesleyan University students are expected to be familiar with the alcohol policy. Underage possession of alcohol is prohibited by Illinois state law and is also a violation of the student judicial code. Any student violating the University's alcohol policy is subject to sanctions. The University places its highest enforcement priority on enforcing violations that are repeated, disruptive, dangerous, and/or flagrant. Alcoholic containers are not permitted outside your House. Pictures, posters, full or empty containers, and signs that refer to alcohol and other drugs and are displayed for public view are prohibited. Kegs and large common containers containing alcohol are not allowed in or outside of any University building. Students may not engage in drunk or disorderly behavior that disrupts the community. The mailroom will not accept any deliveries of alcoholic beverages, regardless of the recipient's age. There may be formal disciplinary action taken for a student's failure to abide by the University's alcohol policy. Students who violate any alcohol policy or policies may be referred to the Alcohol & Other Drug Educator and/or the Judicial Administrator. There may be formal disciplinary action taken for a student's failure to abide by the University's alcohol policy. Hard liquor is not permitted in Fraternity Houses, and if found will be seized immediately.

8. Bikes

Due to fire safety regulations and hall floor damage, bicycles are not permitted inside the Fraternity Houses. Bicycles should be registered with University police and secured to bicycle racks outside the residence halls. Do not lock bikes to fences or handrails. Visit University Police headquarters to obtain a bike lock. All bicycles are expected to be moved after the halls close in May. Failure to do so will result in the bikes being removed and donated to charity.

9. Facility Furniture

I. Common Areas: The University provides furniture in the living room, library, study room, TV Room, dining room and house office. The Chapter is responsible for providing decorations (guidelines in Section 15) and furniture in the Chapter room and a TV for the TV Room, if so desired by the members. Any permanent additions to the Chapter room must be approved in advance by the Office of Fraternity & Sorority Life and become property of the University.

II. Individual Bedrooms: The following furniture may be provided for each signed contract if available: Bed, bed frame, mattress, desk, desk chair, wardrobe, and dresser. All provided bedroom furniture must be in the contracted bedroom upon vacating.

10. Smoking Policy

Smoking is prohibited any University-owned facility. Additionally, possession of such smoking devices as hookahs, water pipes, or any other type of smoking aid is prohibited. When prohibited items are found, such prohibited items may be seized immediately.

11. Roof Access

Roof access is strictly prohibited and violators will be fines in accordance with the schedule in the student handbook. It also may be cause for disciplinary actions against the Chapter and/or the individuals involved.

12. Individual Room Assignments/Conditions

Signed contracts for fraternity members planning to live in the house for 2010-2011 must be submitted to the Office of Fraternity & Sorority Life by October 31, 2009 at 4:30 PM. The house manager will be responsible for communicating room assignments to the Office of Fraternity & Sorority Life no later than May 1, 2010.

When a member assumes occupancy at the start of the academic year, he will complete a room condition report form. Written approval from the Director of Fraternity & Sorority Life must be obtained before proceeding with cosmetic changes. Unapproved changes and/or damage to one's bedroom will be billed to the student account of the responsible member(s).

13. Room Occupancy Designations

A room designated by the University as a single may not be occupied as a double unless approved in advance by the Office of Fraternity & Sorority Life. If approved, each occupant will be billed at the double room rate. If approved by the fraternity, a room designated by the University as a multiple occupancy room may be occupied at a lower occupancy, in which event the occupant will be billed at the applicable room rate. If these changes cause the house to fall below the minimum occupancy requirements per the Agreement for Housing Contracts between the University and the fraternity, the fraternity will be required to make an additional payment to the University.

14. Fraternity House Occupancy Expectations

Each fraternity house must maintain 100% of its standard capacity rate for the academic year to avoid financial penalty. The fraternity will be assessed $1,000 for each empty bed below 100% of the standard occupancy rate for the year in the form of an under-capacity fee. The rate of the under-capacity fee is determined by dividing the total yearly occupancy penalty by

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two and then equally distributing that amount to all members and new members enrolled on campus. The rate is determined at the beginning of each semester to reflect recruitment, retention, and/or graduation rates.

15. Decoration Policy

I. Common Room Decorations:

a) The use of nails or screws to hang decorations must be pre-approved by the house manager. The use of double-sided tape or duct tape to hang decorations is prohibited. The use of non-abrasive tape (blue-painter's tape) is encouraged as an alternative to hang wall decorations.

b) Decorations are not permitted within 18 inches of fire safety equipment (extinguishers, smoke detectors, sprinkler system).

c) The Office of Fraternity & Sorority Life, in cooperation with the Physical Plant, must pre-approve any painting of common room walls. Ceilings and doors are not to be painted. Wallpaper is also prohibited.

d) Possession of signs belonging to the University or any municipality (local, state, or government) is prohibited. If signs are found in a room, the fraternity may be subject to disciplinary action.

e) No locks except the University-provided locks are permitted.

f) No lofts or other structure attached to the building will be permitted.

g) Evidence of decoration policy violation will result in damage charges and may result in disciplinary action. Please direct questions to the house manger to ensure compliance and avoid potential damage charges.

II. Bedroom Decorations:

a) All policies outlined in Common Room Decorations (Section 15, I, a-g) apply to bedroom decorations.

b) Students may not paint bedrooms in fraternity houses. Students who choose to paint their room will be assessed a $112.50 repainting fee, charged to their student account. Ceilings and doors are not to be painted. Wallpaper is also prohibited.

16. Breaks

The break periods for the 2010-2011 academic year are defined as days prior to August 28, 2010 and any days after April 26, 2011 for all non-May Term students, through May 1, 2011 for all non-May Term Seniors, and through May 28, 2011 for all May Term students. Fraternity houses will also be closed to residents for Winter Break beginning at 12:00 PM on December 18, 2010 until 9:00 AM on January 4, 2011. No residents will be allowed to remain in the fraternity houses during break periods. The Office of Fraternity & Sorority Life reserves the right to make few exceptions to this policy. In the event that a resident does reside in the house over a break period a fee of $25 per day will be charged to students unless their arrival meets one of the exceptions outlined in University Housing Guidelines. Students are not permitted in the fraternity houses after May 28, 2011. Any fraternity resident requesting to reside in the fraternity house during a break period must request, in writing, to the Office of Fraternity & Sorority Life at least 10 days prior. Guests and parties are not allowed over breaks.

17. University Liability

Although precautions are taken to maintain adequate security, the University assumes no responsibility for loss of or damage to items of personal property that occurs in its buildings, on its grounds, prior to, during, or subsequent to the terms of this contract.

18. Student Liability

It is strongly recommended that all personal belongings be insured through the parent/guardian homeowners insurance or through a rental insurance plan. The student is responsible for the condition of the assigned bedroom and all furnishings, and shall reimburse the University for all damages to, or loss of, these furnishings beyond ordinary wear and tear. In addition to being responsible for the furnishings in an assigned room, no University owned furniture maybe removed from the room.

19. Fraternity Liability

The University assumes no responsibility for loss of or damage to Fraternity property that occurs in its buildings, on its grounds, prior to, during, or subsequent to the terms of this contract. Insurance for specific items may be provided by the Office of Fraternity & Sorority Life at its discretion and at the request of the house manager.

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20. **Custodial Services**
University Physical Plant provides approximately 20 hours of custodial service per week in order to clean restrooms and showers and empty trash containers in the public areas of the building and, if time remains, to perform floor and wall care in public areas. In the event that the janitorial staff has extra time in the facilities, common hallways and then common areas will be cleaned, time permitting. Janitorial staff may provide special cleanings of common areas during holiday breaks. Individual rooms will be cleaned over the summer. If a student's room has a private restroom, the occupants are responsible for cleaning the restroom. The Chapter will be responsible for keeping all areas of the Fraternity House in a clean and acceptable condition in accordance with general University standards and will leave all rooms and surfaces in the House clean and in substantially similar condition as compared to the condition of the building at the time of opening. If at any time a janitor deems that an area within the fraternity house is beyond normal cleanliness, he or she will inform the house manager and will not proceed with cleaning until appropriate measures have been taken within the fraternity to restore the space to its original condition. In the event that the custodial staff is required to provide additional service, cost associated with this additional service will be charge to the responsible party or if no party claims responsibility, either the residence of the individual room or all members of the chapter, regardless of residency.

21. **Key Distribution**
It is the house manager's responsibility to distribute room keys at the start of this contract and collect room keys when the contract expires. The Office of Fraternity & Sorority Life will provide the house manager with keys for each resident to distribute accordingly. It is also the HM's responsibility to collect, and turn in to the Office of Fraternity & Sorority Life, keys any time a resident member has changed rooms, terminated his or her fraternity house contract, and/or at the end of the contract year. Only the house manager may submit requests for replacement keys. Keys that are unaccounted for at the conclusion of this contract will result in key and/or lock replacement costs billed to the individual's student account.

22. **Food Service**
Fraternity men living in University-owned chapter houses must board in the Bertholf Commons. While some of the fraternity houses contain a full service kitchen, the University- owned properties will not have a meal service run out of these kitchens.

23. **Personal Storage**
Personal belongings cannot be left in the fraternity house over the summer. The University assumes no responsibility for theft or damage to items left in the house during the summer. Failure to remove one's belongings at the end of the term of occupancy shall constitute an abandonment of that property. The University, at its discretion may dispose of such property and bill such costs accordingly.

24. **Utilities**
The University agrees to provide each building with the basic utilities consisting of heat, hot and cold water, and electricity. Temporary interruption of such services shall not constitute grounds for cancellation of the contract or a partial refund of the room charges. Cable TV and Ethernet is included in the room rates.

25. **University Access to Building**
The University retains its right to search your room to enforce University policy, address health or safety concerns, and/or for other institutional purposes. For all other instances, the University will give 24 hour notice before entering your room. This will be communicated through your chapter's House Manager. The Director of Fraternity & Sorority Life may enter any common space of the chapter houses without notification in the performance of his/her duties. Individual rooms and common areas will be inspected at Thanksgiving, Winter and Spring breaks.

26. **Routine and Requested Maintenance**
The chapter shall at all time keep the Fraternity House in good order, condition and repair. University maintenance personnel are responsible for ensuring a safe and fully functional living environment which includes maintaining all structural and mechanical portions of the premises including roof, walls, plumbing, heating and electrical systems, emergency and life safety systems, grounds, exterior entrance, locks, glass, doors, fixture and other similar items in good condition and repair. The University will perform snow removal on the sidewalks and parking lots in the same manner it does for other residence halls. Repair and maintenance are to be performed by the Physical Plant Department through the regular work order system. The house manager is solely responsible for communicating specific maintenance requests (for common areas and bedrooms) to the Office of Fraternity & Sorority Life. The submission of a work order is considered authorization for maintenance personnel enter an individual l's room.

27. **Chapter Room/Ritual Closet**

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The University understands the sensitive nature of the ritual materials and agrees to restrict access to these areas to authorized official University personnel with notification to the chapter when this will occur. In an emergency situation official personnel will enter, not student employees. No personal property will be stored in these areas.

28. House Manager

Each chapter contracted in a University-owned Fraternity House is responsible for providing a House Manager from its membership. The House Manager is responsible for all aspects of the chapter facility including safety, cleanliness, and day-to-day operations. He is also responsible for the check-in and check-out of each resident, closing the facility at any and all scheduled University breaks, and the maintenance of the facility itself. The House Manager is the official chapter contact person to the Office of Fraternity & Sorority Life for housing related issues. The HM is to maintain full-time student status, a cumulative GPA of at least 2.50 and be in good standing with the University. The term of the HM is for one academic year from fall to spring while living in the house all semesters. Each HM is expected to do the following:

I. Return to school on the date set each year by the Office of Fraternity & Sorority Life for training and to remain on campus until after the last resident leaves and the house is properly closed in the spring.

II. Be responsible for all break opening and closings

III. Read the manual and become familiar with its contents

IV. Attend and participate in all weekly staff meetings

V. Keep 1 office hours a week in the Office of Fraternity & Sorority Life

VI. Attend any and all staff training and development

VII. Check the chapter mailbox in the office and email at least 3 times per week.

VIII. Complete all paperwork and email responses legibly, timely and accurately.

IX. Assist in the recruitment and selection of the next years HM.

The HM will be a part-time student employee being paid for up to 20 hours per month.

29. Compliance

Failure to comply with this agreement or the Terms and Conditions of Occupancy or the Fraternity House Contract may result in disciplinary action against individual member(s) and/or the entire fraternity membership.

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