SHORT-TERM LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into on __________________ between ________________________________, hereinafter called the “Lessee”, and ALPHA BETA CHAPTER OF PHI CHI FRATERNITY, hereinafter called the “Lessor.” For purposes of this contract, the two current duly-elected house managers of Alpha Beta of Phi Chi shall be considered the lessor’s legal representatives. Both of these current house managers must be in full agreement as to appropriate action in order to exercise any right of the lessor as provided in this agreement.

WITNESSETH:

I. **Lease.** Lessor hereby agrees to lease to Lessee, subject to the terms, conditions, and limitations hereof Room #___ in the property described as Phi Chi Fraternity House (New Baldaur) located at 687 Jefferson Avenue, Memphis, Tennessee 38105. No additional items of property or services are included in this lease unless specifically set out in writing and signed by the Lessor. The Lessee agrees to accept and retain the room assigned by the Lessor.

II. **Term.** The initial term of this lease shall commence on _______________ and shall expire at midnight on ________________ unless sooner lawfully terminated. The Lessor reserves the right to terminate this agreement in the event the undersigned Lessee shall at any time fail to observe any of the rules, regulations, or responsibilities of the Phi Chi Fraternity House, of the Alpha Beta Chapter of Phi Chi Fraternity, or of the national institution of Phi Chi Fraternity. This right may be exercised upon agreement of the two current house managers. Any personal belongings of the Lessee that remain in 687 Jefferson Avenue 48-hours after eviction will become property of the Lessor. This grace period shall begin immediately following notice of eviction. The lessee retains the right to lawfully terminate this agreement at any time within the specified lease period but by setting his/her hand unto this document acknowledges that no refund of rental or fees will be granted by the lessor if the lessee exercises this right.

III. **Rental.** Total rental for the term of this lease including all applicable fees and minus all discounts (at option of lessor) will amount to $_________ and will be due and payable in full before room is reserved. A new lease will not be offered to any Lessee with an outstanding bill of five hundred dollars ($500) or more. Lessee further agrees by setting his/her hand unto this agreement to be legally and financially responsible for all reasonable expenses incurred by the lessor during the collection of monies owed the lessor by the lessee under this agreement to the full extent allowed by law.

IV. **Housing/Security Deposit.** A refundable housing/security deposit of $100.00 must be received before Lessee will be allowed to reserve the premises. This amount shall be returned to the lessee minus any outstanding balance owed Alpha Beta Chapter of Phi Chi upon termination of this agreement and after the lessee has vacated the premises according to the procedure described below.

V. **Cleaning and Technology Fees.** The cleaning fee charged under this contract will be used by the lessor to engage a professional cleaning service to perform routine cleaning duties in the public areas of 687 Jefferson Avenue. The lessor by signing this agreement and assessing this fee in no way implies that cleaning services will be provided for the property hereby leased to the lessee.
It is the sole responsibility of the lessee to maintain the leased room for the life of this agreement as stipulated below. The technology fee will guarantee the lessee internet access from within the leased room. This service is to be provided by the lessor through a professional internet service provider (ISP). By affixing his/her signature to this agreement, the lessee agrees to hold the lessor and contracted ISP blameless for occasional temporary interruptions in this service. Furthermore, the lessor makes no guarantee concerning the actual bandwidth provided to the lessee through this service.

VI. **Maintenance.** Lessee agrees to maintain the leased premises and common areas of 687 Jefferson Ave. in a neat, clean and wholesome condition, and not allow any hazardous conditions to exist thereon. Lessee further agrees that he/she will permit no waste to the premises, will keep the premises and any furnished personal property in good order and repair, and, in the use of the premises, at all times will comply with the applicable municipal, state and federal codes, statutes, or ordinances, laws, regulations and requirements now in force or which may hereafter be in force.

Lessee also agrees to the following prohibitions:

The Lessee shall not:

1. Assign this Lease or sublet the premises or any part thereof without prior written permission of the lessor. Under no circumstances may lessee sublet the property included in this lease for an amount greater than that charged the lessee as defined in this contract.
2. Allow long-term occupancy by any person other than those hereinabove named as Lessee without the knowledge and permission of Lessor. Long-term shall be defined as in excess of five (5) days.
3. Bring or suffer to be brought into the demised premises or on or about the general grounds any animal, bird or aquarium without written permission of Lessor.
4. Remove, alter or change any lock, make a copy of any key or deliver or suffer to be delivered any key to the premises to any person.
5. Use the premises for any illegal purposes whatsoever including but not limited to possession or use of illegal drugs.
6. Use or allow the use of any cigarette, cigar, pipe or other form of tobacco smoking product on the premises.
7. Engage in activities that are disturbing to other tenants including but not limited to the production of excessive levels of noise.
8. Bring or use on the premises any firearm, weapon, hazardous material, or firework.

VII. **Condition of Premises.** Lessee acknowledges that he/she has examined said premises and appurtenances thereto prior to and as a condition precedent to his/her acceptance and the execution of this agreement, and is satisfied with the physical condition thereof, and his taking possession shall be conclusive evidence of his receipt of said premises in good order and repair, except as otherwise specified herein, and Lessee agrees and admits that no representation as to condition or repair has been made by Lessor or his agent, which is not herein expressed; and that no promise to decorate, alter, repair or improve, either before or at the execution hereof, has been
made by Lessor or his agent. Any and all damage resulting from failure to observe this policy will be the financial and legal responsibility of the lessee.

VIII. Termination. If the Lessee shall default in observance or performance of any of the covenants in this Lease contained, and such delinquency or default is not remedied within the time frame specified previously in this Lease, then it shall be lawful, at the option of the Lessor, to terminate this Lease, and Lessor may re-enter the premises immediately, with or without process of law, and repossess the same, and Lessee shall vacate said premises without further notice and demand of any kind. Upon termination of this Lease by expiration due to time or at discretion of Lessor or lessee as described above, Lessee agrees by affixing his signature to this Lease to the following terms and requirements:

1. Lessee will leave the premises in a clean condition.
2. Lessee will have removed any and all debris.
3. Lessee will return all keys to the Lessor.
4. Lessee will surrender the premises in good order and repair.
5. Lessee will remove all personal belongings from the property included in this lease and also from community storage at 687 Jefferson Ave. within three days of lease termination. Lessee hereby relinquishes all rights of ownership of such property remaining on said premises after this time period has passed to Alpha Beta Chapter of Phi Chi Medical Fraternity.

Failure to observe or complete any of the above requirements may result in additional fines and/or legal action.

IX. Access. Lessor or its duly appointed agent shall have free access to the premises hereby leased at all reasonable hours for the purpose of inspecting, examining, or exhibiting the same or to make any repairs or perform upkeep on said premises which Lessor may deem fit. Lessor shall have free access to the premises at all times after the expiration or termination of this Lease by time or otherwise and shall have the right, in addition to all other rights and remedies provided herein and by Law, to remove Lessee and his/her possessions from the premises and to bar their re-entry; Lessor shall have no liability to Lessee for the exercise of this right.

X. Damages to Premises. In the event that the premises hereby leased shall be partially damaged by fire or other cause at any time prior to the termination hereof, the premises may be repaired by Lessor with reasonable dispatch and a proportionate reduction of rent may be allowed by Lessor for the time occupied in such repair excepting,

(a) If Lessee can use and occupy the demised premises without substantial inconvenience, there shall be no reduction of rent, and
(b) If such repair is delayed as the result of the actions or inactions of Lessee, there shall be no reduction in rent for the period of such resulting delay.

Notwithstanding any other provision of this paragraph or agreement to the contrary, in the event that the demised premises are damaged by fire or other cause, Lessor at its own option may elect to terminate this Lease, in which event Lessee shall be excused from all future rental payments not then accrued and due and Lessor shall be excused for any and all further liability and responsibility under this Lease or otherwise whatsoever.
XI. **Abandoned Property.** If the Lessee shall vacate or abandon the demised premises and leave any personal property either in the demised premises or about the appurtenances thereto, such property shall be considered abandoned and Lessor shall be entitled to its possession and to do with or convert it as it may choose and Lessee hereby indemnifies and agrees to hold Lessor and its officers and agents harmless from any claim of any nature therefore by any person whomsoever.

XII. **Injuries.** In the event Lessee or any of his/her family, guests, licensees or invitees shall suffer any injury upon the premises, Lessee shall notify Lessor of such injury in writing within fifteen (15) days of its occurrence or his discovery of it, whichever shall happen last. Failure to do so shall be a valid defense of Lessor to any claim therefore by Lessee or his family and shall be an assumption of Lessor’s liability by Lessee of any claim by Lessee’s guests, licensees or invitees, unless he/she shall hold Lessor harmless for any claim therefore. However, in no event shall this paragraph in any way be considered or construed as an assumption of any liability of Lessor not otherwise existing.

XIII. **Indemnity and Insurance.** The Lessor shall not be liable to the Lessee, or those claiming through or under the Lessee, for any injury, death or property damage occurring in, on or about the premises, and the Lessee shall indemnify the Lessor and hold it harmless from any claim or damage arising out of any injury, death, or property damage occurring in, on or about the leased premises to the Lessee, to any members of the Lessee’s family, or to any of Lessee’s visitors, guests, licensees or invitees, including damage, injury or loss occasioned by Lessor’s negligence.

XIV. **Utilities.** Throughout said term, the Lessor will pay for all water consumed on the demised premises and will pay each and every rent or charge assessed or imposed according to the law against the demised premises for water consumed thereon, and will make such payments promptly as the same become due. In like manner the Lessor will pay for any and all oil, coal, electric current and gas consumed on the demised premises.

XV. **Rights Upon Defaults.** If lessee shall default in the performance of any of the conditions or covenants of this Lease, or if the demised premises become vacant or deserted, the Lessor, by its agents and servants, may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and property there from, either by summary dispossession proceedings or by any suitable action or proceeding at law, or force or otherwise, without being liable to indictment, prosecution or damage therfor, and the Lessee, whether or not the premises be re-let, shall remain liable to the lessor for damages equivalent in amount to all of the rent reserved hereunder to the time this Lease would have expired but for such termination, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified, and also in case of any such re-entry the Lessee shall pay to the Lessor, on demand, as additional damages, all legal and other expenses incurred in removing the Lessee, the conditions for re-letting the demised premises and collecting rent and the cost of repairing the demised premises and such other expenses as the Lessor may incur in connection therewith. Upon any such re-entry, the Lessor, at its option, may re-let the demised premises or any part or parts thereof, for the remainder of the demised term or any part or parts thereof, or for a period extending beyond the date of the expiration of this Lease and receive the rents therefore. Any rents collected for the balance of the agreed term of the Lessee on any such re-letting may be applied to pay any of the aforesaid items of additional damages remaining unpaid and to the fulfillment and performance of the other covenants of the Lessee hereunder, and the net amount shall be applied...
by the Lessor on account of any rent unpaid by the Lessee for the remainder of the demised term. The Lessee shall, however, pay to the Lessor upon each of such rent days the amount of any and all deficiencies then existing. The Lessee waives all rights to trial by jury in any summary proceedings hereafter instituted by the Lessor against the Lessee in respect to the demised premises and in any action hereafter brought to recover rent or additional rent becoming due hereunder and in any other proceeding or action involving the terms, covenants, or conditions of the Lease for the demised premises, and on any defense or counterclaim interposed by Lessee in any of such proceedings or actions. The words "re-enter" and "re-entry" as used in this Lease are not restricted in the technical legal meaning. Lessee agrees that the covenants of the Lessee in this Lease contained on the part of the Lessee to be performed, shall be deemed conditional limitations as well as covenants and conditions.

XVI. Miscellaneous Provisions. It is agreed that each and every of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed or provided by law. One or more waivers of any covenant, condition, rule, or regulations by the Lessor shall not be construed as a waiver of a further breach of the same or different kind at any other time. Invalidation of any of the provisions herein contained by court order shall in nowise affect any of the other provisions of this Lease which shall remain in full force and effect. The paragraph captions of this lease are for reference purposes only and should not be construed as indicating the parties’ intentions regarding the respective paragraph or in any way affecting their construction. The covenants, conditions, and agreements contained herein, except as herein otherwise provided, shall bind and inure to the benefit of the respective parties’ heirs, administrators, executors, estates, successors, and assigns.

Lessee is at all times subject to the By-Laws and Rules and Regulations of the Fraternity Chapter and whatever assessments levied by said Chapter.

THE PERSONS SIGNING THIS LEASE HEREBY REPRESENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS INSTRUMENT AND ITS PROVISIONS TO THEIR SATISFACTION. THE TWO HOUSE MANAGERS SIGN THIS AGREEMENT AS THE DULY-ELECTED LEGAL REPRESENTATIVES OF ALPHA BETA CHAPTER OF PHI CHI FRATERNITY AND THE LESSEE HEREBY AGREES TO HOLD THEM AND ALL OTHER CHAPTER OFFICERS PERSONALLY BLAMELESS AND FREE OF RESPONSIBILITY FOR ALL LEGAL AND FINANCIAL PURPOSES.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Please Sign

Please Date

, Lessee

, House Manager

(must be signed by a current house manager)
I, [Name], as duly-elected treasurer of Alpha Beta Chapter of Phi Chi Medical Fraternity hereby acknowledge that has paid in full the balance owed for rental of the property in 687 Jefferson Avenue as described in the LEASE AGREEMENT for the time period

Please Sign                      Please Date

____________________________   ___________

, Treasurer

(FRATERNITY COPY)

I, [Name], as duly-elected treasurer of Alpha Beta Chapter of Phi Chi Medical Fraternity hereby acknowledge that has paid in full the balance owed for rental of the property in 687 Jefferson Avenue as described in the LEASE AGREEMENT for the time period

Please Sign                      Please Date

____________________________   ___________

, Treasurer

(DETATCH AND GIVE TO TENNANT AS RECEIPT)