



## OFFICE OF STUDENT AFFAIRS/FRATERNITY SORORITY LIFE

University of Pennsylvania  
3933 Walnut Street  
Philadelphia, PA 19104-6136

### CHAPTER HOUSE OCCUPANCY AGREEMENT

THIS AGREEMENT IS FOR FRATERNITY/SORORITY HOUSING. FRATERNITY/SORORITY HOUSING DIFFERS IN IMPORTANT RESPECTS FROM HOUSING IN OTHER UNIVERSITY RESIDENTIAL PROPERTIES. READ THIS AGREEMENT CAREFULLY! THIS DOCUMENT IS NOT A LEASE AND DOES NOT CREATE A LANDLORD TENANT RELATIONSHIP.

#### A. PRINT

Last Name First MI

Home Address: Number & Street

City State Zip

Telephone Number with Area Code

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PENN ID# NUMBER

#### INSTRUCTIONS

1. Read this occupancy agreement carefully.
2. Please use a ballpoint pen and PRINT the information required in sections A, and B.

#### OFFICE USE ONLY

Assigned to: \_\_\_\_\_

Rent per semester/session: \_\_\_\_\_

Term of occupancy: \_\_\_\_\_

as provided in Section II below

B. I am registered in the University's School/College of \_\_\_\_\_ Class of \_\_\_\_\_

C. I have read, understand and agree to comply with the terms and conditions listed below and on the reverse side of this occupancy agreement.

SIGNATURE

DATE

D. SIGNATURE OF CHAPTER PRESIDENT \_\_\_\_\_

#### I. GENERAL TERMS AND CONDITIONS OF OCCUPANCY OF FRATERNITY AND SORORITY CHAPTER HOUSES.

1. Occupancy is granted and continues by mutual consent of the Fraternity and the University.
2. All persons residing in Fraternity/Sorority residential units shall be undergraduate students at the University. Residents are first and foremost members of the University Community and are required to abide by all pertinent University rules, regulations, guidelines, procedures, conduct codes and standards in order to retain their right of occupancy.
3. In addition, the standards and obligations of the University's Policy on Recognition and Governance of Social Fraternities and Sororities at Pennsylvania (as amended from time to time) guide the activities and development of all recognized fraternal groups and therefore, also define the individual's role in matters of collective responsibility which may affect an individual's or group's right of continued occupancy.
4. As residents of a Fraternity/Sorority Chapter House, students are also expected to abide by house rules and chapter regulations as promulgated by the Fraternity (its undergraduate or local alumni corporation organizations) which are in accord with general University conduct codes and standards.
5. The Office of Student Affairs/Fraternity Sorority Life (sometimes referred to in this document as "OFSL") reserves the right to supplement, amend, elaborate, or clarify this agreement through the issuance of memoranda, rules, regulations, addenda or directives governing Fraternity and Sorority residential Chapter Houses during the period of occupancy defined by this agreement.
6. Undergraduate Chapter Presidents, House Managers and other officers have the on site, daily responsibility for maintaining an orderly, healthful, safe, pleasant, and educationally productive living environment within their Fraternity/Sorority residential unit. Many procedural items noted on this agreement should first be handled directly between the student and the Chapter President or House Manager. The Chapter President or House Manager are then expected to relay all data and information to OFSL for administrative disposition.
7. This agreement covers some of the more serious issues in Fraternity/Sorority residences and is not an all-inclusive statement of the terms governing occupancy of fraternity/sorority housing. Students are expected to conduct themselves in a manner which demonstrates due regard for their fellow residents.
8. Each resident must check with the local Chapter House Manager regarding the availability of bedroom furniture. Availability of furniture varies from house to house based on policies established by each house. The University is not responsible for the furnishing of Chapter House bedrooms.

#### II. TERMS OF OCCUPANCY.

1. The period of occupancy is determined by the Office of Student Affairs/Fraternity Sorority Life. Each occupant is responsible for knowing the appropriate dates. The following parameters will be observed.
  - a. Occupants who have agreements for an academic year may take occupancy beginning the Friday immediately prior to the first day of undergraduate classes, and may maintain occupancy until 12 noon on the day after the occupant's last exam except for graduating students who may maintain occupancy until 5:00 p.m. on Commencement Day ("Occupancy Period"). A one-day extension may be granted to students unable to vacate their room upon written request prior to final exams.
  - b. There are no summer occupants in chapter houses except for the 124 and 128 South 39th Street properties.
2. The room is expected to be vacant and in good order when the student takes occupancy. Any deficiencies or problems must be reported promptly to the Chapter President/House Manager. The room must be vacated and left in good order on the final day of occupancy.
3. If the Occupant violates any provision of this Agreement, OFSL and/or the Fraternity/Sorority have the right to terminate this Agreement whereupon the occupant must vacate the Chapter House and remove all personal property of the occupant no later than the date specified by OFSL.
4. In the case of expulsion from the Chapter House the Fraternity and the University reserve the right to dispose of the occupant's belongings as abandoned property if they are not promptly removed by the occupant from the chapter house. Neither the Fraternity/Sorority nor the University shall be responsible for the occupant's personal belongings.

#### III. CANCELLATION/TERMINATION OF AGREEMENT.

1. Termination Prior to Start of Occupancy Period. To terminate prior to the start of each semester's Occupancy Period,

the student must : (i) notify the Chapter President and OFSL in writing before the start of the Occupancy Period and (ii) pay a liquidated damages charge equal to 50% of the rent due for the upcoming semester.

2. Termination During Occupancy Period. Once the Occupancy Period has started, this Agreement may not be terminated and the student is responsible for 100% of occupancy costs due under this Agreement, unless OFSL, in its sole discretion, authorizes early termination on a case-by-case basis.
3. OFSL Authorized Early Termination. Mid-semester termination may be approved only in the extraordinary circumstances described below:
  - a. A student withdraws from the University or takes a leave of absence.
  - b. A student dies or experiences a serious medical problem requiring medical attention that cannot reasonably be provided at the residence or is granted medical leave by the University.Any student seeking early termination based on the above conditions shall submit documentation to OFSL verifying that he/she meets the relevant criteria.
4. The following additional requirements apply to all early termination requests:
  - a. The University will waive all of the liquidated damages or other termination fees specified herein if the terminating student identifies a replacement occupant approved by the University and the Fraternity and the Chapter House does not incur a loss of revenue as a result of termination.
  - b. Students approved for mid-semester termination shall be responsible for a pro rata share of rent and other occupancy charges through the date they actually vacate the Premises, plus 50% of the rent due for the remainder of the current semester (unless a replacement occupant as described in Paragraph 4(a) is found, in which case, only the pro rata rent shall be due.
  - c. Students approved for early termination shall vacate their room within 48 hours after their early termination request is approved by OFSL.
  - d. For situations described in 3(b), OFSL may authorize an adjustment in occupancy costs.
  - e. Individual fraternities and sororities may have different requirements that restrict the right to refunds of rent. These stricter requirements shall govern if they conflict with the provisions of this agreement.
5. The University reserves the right to terminate this agreement and expel the occupant from the room(s) for failure to pay University fees or for violation of University conduct or Fraternity/Sorority residential policies, for Recognition Policy violations, or when the University is notified by the student's School that a resident is no longer a full-time, enrolled student at the University.
6. This agreement may be terminated by joint consent of the Fraternity/Sorority and the University, should the resident violate Fraternity/Sorority rules, regulations or guidelines, or exhibit behavior and conduct deemed counter-productive to the attainment of the broader educational and social aspirations of the University's Fraternity and Sorority undergraduate experience.
7. Chapter House residents are subject to the principle of collective responsibility for the behavior of residents. If a Chapter's right to occupy the Chapter House is suspended or revoked, this Agreement will terminate at the same time and the resident will be required to vacate the Chapter House. If this happens, the University will endeavor to identify alternative housing for the resident in the University's Housing System.

#### IV. ELIGIBILITY FOR FRATERNITY/SORORITY RESIDENCE.

1. Only full-time students regularly enrolled at the University may occupy the room(s).
2. Opportunities for student housing are available to all full-time students without regard to race, color, national origin, age, sexual orientation, religion or handicap. Priority for Fraternity/Sorority housing is given, however, to members of recognized student organizations.

#### V. ASSIGNMENTS.

1. This agreement and the rights granted by it may not be assigned or transferred except as indicated in Section III above.
2. Assignment to individual rooms is determined by Fraternity/Sorority policy and decision. The Fraternity/Sorority reserves the right to fill each room to its stated capacity as determined by the Fraternity in consultation with OFSL. If, during this term of occupancy, an agreement is terminated with respect to any student, the remaining students shall accept such roommate(s) as are assigned by the Chapter President. If the original roommate(s) discourage or fail to accept the occupancy of the assigned roommate, they will be charged the lost rent and/or their occupancy agreement will be terminated.

3. Reassignment of rooms is subject to the rules and regulations of the Fraternity/Sorority.
  4. No change in room occupancy shall be made without prior written consent of the Chapter President and OFSL.
  5. The University reserves the right to terminate this agreement and reassign students to rooms in the Department of Housing and Conference Services/College House System during the course of this agreement, if such reassignment or termination is necessary or advisable in the interest of health, safety, consolidation of resources, or the conduct of its Fraternity/Sorority residence program. The University is not obligated to provide replacement housing in the University College House System.
- VI. MOVE-IN/MOVE-OUT/KEYS.**
1. A resident is required to formally check in with the Chapter President or House Manager at the beginning of occupancy.
  2. Keys for individual rooms as well as Chapter House common areas, will be issued to the resident of record on arrival at the beginning of all the occupancy periods. Keys may not be transferred or given to other persons. Lost keys shall be reported immediately to the Chapter President, or House Manager. The resident of record shall always be responsible for keys issued to him/her.
  3. Fees for lost or damaged keys or for rekeying locks where unauthorized duplication of keys has occurred, shall be levied through OFSL and if unpaid shall be deducted from the occupant's damage/security deposit.
  4. Before moving out, a resident is required to remove and properly dispose of all refuse and discarded materials, leaving the room broom clean. Charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the resident(s) will be billed to the resident(s).
  5. When one roommate moves out while others remain, each is equally responsible for cleaning the room. If the room is not found to be in acceptable condition after inspection, cleaning service will be provided and all residents/users of that space will bear the cost.
  6. The resident is required to formally check out and return key(s) to the Chapter President or House Manager at the termination of occupancy. Lost or non-returned keys will result in a \$100.00 fine.
- VII. CHARGES.**
1. All charges for Fall and Spring Term residency are due at the beginning of each semester according to the Student Financial Services billing date.
  2. All charges unpaid after the due date will automatically be subject to a late penalty charge equivalent to that charged by the University to residents of its College House system.
  3. All university managed houses except for 124 and 128 South 39th Street are closed for the summer as specified in Section #III. Terms of Occupancy.
- VIII. ROOM ENTRY/RESIDENCY ACCESS/GUEST PRIVILEGES.**
1. The University reserves the right of entry to the room(s) by authorized representatives of the University or Fraternity/Sorority for the purpose of inspection, establishment of order, repairs, maintenance or cleaning.
  2. Students may not deny access to University or Chapter personnel or their representatives attempting to exercise the University's or Chapter's rights or to perform the University's and Chapter's obligations.
  3. Twenty-four hour access is limited to current residents of the building and their identified guests, as well as authorized repair, maintenance, and University administrative personnel.
  4. A resident's privilege to have overnight guests is subject to the following limitations: a) a resident may not pressure or force roommates to tolerate the presence of a guest; b) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to private spaces they may have, or create any situation which infringes on the rights of roommates to remain undisturbed; c) the presence of a guest may not be constant or continuous; d) a guest may not occupy a host's room when the host is not present, unless he has the host's permission; and e) any violation of this agreement by a guest is the responsibility of his/her host.
- IX. LOSS/THEFT/DAMAGE.**
1. The University and the Fraternity/Sorority shall not be liable for any damage to or loss of personal property in the room(s) or storage areas assigned to the student or any other person. Students are advised to confirm the availability of insurance coverage for their personal property under their parents' homeowner's insurance and, if appropriate, to obtain Renter's Insurance. One option for obtaining renters insurance is available at: <https://www.campusexpress.upenn.edu/> via PennKey access to the Campus Express site.
  2. No student shall permit: a) the removal from or unauthorized addition to the rooms or any furniture, equipment, or property belonging to the Fraternity/Sorority or University; b) any alterations to or tampering with the installed plumbing, heating, or electrical systems; or c) any alterations to the floor, walls, ceilings, doors, or door locks of the house/rooms, without the permission of the Chapter President/House Manager and the Office of Student Affairs/Fraternity Sorority Life including painting or making structural repairs or modifications (partitions). Charges for missing or damaged items will be assessed at replacement cost, including any necessary labor. The use of Chapter House common property in private rooms or apartments is strictly forbidden. No structure is allowed that would impede the proper operation of the building's sprinkler system (including, but not limited to custom built or immovable lofts).
  3. When feasible or appropriate, the University will attempt to identify the student(s) responsible for damage caused to the chapter house and will hold those students financially responsible, however, all students are jointly and severally liable for all damage which is caused to the chapter house as well as their own room(s) and any furniture/fixtures therein. Students are liable for the cost of repairing structural damage to the rooms in case of fire, smoke, etc. if caused by a violation of this agreement. Misuses of common area furniture, equipment or fixtures is a violation of this Agreement and may result in the imposition of fines or other penalties as provided in this Agreement.
  4. Tampering with safety system equipment is a violation of this Agreement and may result in the imposition of fines or other penalties as provided in this Agreement. Such penalties may include payment of costs associated with repair to the damage caused and/or expulsion from the Chapter House.
  5. The placement of tape, decals, or signs on the interior or exterior of the building is dependent on Chapter House policies, and the violation of such rules and regulations may result in the imposition of fines by the Fraternity/Sorority.
- X. SOLICITATION/PEDDLING.**
1. The room(s) shall only be used for study and living purposes and not as a salesroom, office, service area, or for the storage of merchandise.
  2. Solicitation and peddling are not sanctioned in the Chapter Houses by the Office of Student Affairs/Fraternity Sorority Life, but may be permitted at the discretion and permission of the Chapter House officials.
- XI. PETS.**
1. Keeping of pets in chapter houses is subject to state and city regulation and may be limited by National Fraternity rules and regulations. Notwithstanding the foregoing, keeping of pets is further restricted as follows. Individual residents may keep fish in an aquarium no larger than 20 gallons. The fish must be of a size that allows them to be kept safely and humanely in a tank of that size. Reptiles and amphibians may not be kept in the chapter house - whether in aquariums or otherwise. With the approval of chapter house leadership, one dog or one domestic cat may be kept in a chapter house. A single resident must have accepted primary responsibility for caring for the cat or dog and attending to it feeding, veterinary care and sanitary needs. Before bringing a pet into the house, chapter leadership must notify OSL/FSA and review with OSL/FSL plans for managing the animal. Residents are responsible for damage caused by pets for which they assume responsibility and for damage resulting from leakage or rupturing of aquariums. Requests for service or assistance animals will be addressed by the Office of Student Disabilities Services.
  2. Regardless of Fraternity/Sorority policies or approval, the University reserves the right to confiscate and properly dispose of any pet for any reason.
- XII. ELECTRICAL APPLIANCES/PROHIBITED ITEMS.**
1. The use and location of all furniture and appliances authorized by this agreement must conform to all applicable City, State and Federal regulatory guidelines and requirements.
  2. The Fraternity/Sorority may establish additional requirements or guidelines governing such furniture or appliances.
3. If any permitted appliances create a danger of electrical overload, the Fraternity may issue instructions for the safe use of the appliances, or may withdraw permission for their use. Violation of these instructions could subject the violator to the same penalties as if the appliances in question were prohibited.
  4. Any appliance or item with an open coil is prohibited.
  5. Space heaters can be very dangerous and should only be used with extreme caution and then only with the approval of the Office of Student Affairs/Fraternity Sorority Life. They should not be used as a supplement for regular heating systems. If occupants have trouble with heat, they should contact the appropriate Chapter Officer and OFSL.
- XIII. TELEPHONES.**
1. GreekNet Houses. Chapter Houses are connected to the University's GreekNet system which provides voice, data and video transmissions to each bedroom. GreekNet includes a common phone line for each bedroom. Private line service, voice mail, caller-id and other communications services can be obtained through the University's Student Telephone Services office ([www.upenn.edu/sts](http://www.upenn.edu/sts)). Telephone service fees appear on the resident's Student Financial Services Bill.
  2. No additional equipment may be installed and the phone jacks may not be removed without the permission of the Chapter President and the Office of Student Affairs/Fraternity Sorority Life.
- XIV. STORAGE.**
- Occupants are required to comply with OFSL's No Summer Storage Policy. Subject to limited exceptions set forth in that Policy, all personal property belonging to a resident must be removed from the Chapter House at Move-Out. Storage areas are to be used only for storage of Chapter House property. The University assumes no responsibility for any resident's property left in the Chapter House after Move-Out. Unauthorized items remaining in the Chapter House after Move-Out will be removed and disposed of at the property owner's expense or donated to local charities.
- XV. VEHICLES.**
1. Bicycles may be stored in student rooms or specially designated locations. They may not be stored or parked in hallways, stairwells, or other public places of the Chapter House. Bicycles discovered in these locations may be removed and disposed of by University personnel.
  2. Motorcycles and motorbikes may not be parked or stored within the Chapter House or the walkways or landscaped areas of the campus, Chapter House porches, or in the entranceways to any University building. Motorcycles or motorbikes found to be in violation of this requirement will be ticketed and/or towed away at the owner's expense.
- XVI. CLEANING.**
1. Residents are responsible for cleaning their own room(s).
  2. In the event that adequate health and safety standards are not maintained, the University or the Fraternity/Sorority may have the room(s) cleaned at the expense of the resident(s) and may take other action as appropriate.
  3. Chapter House cleaning costs are supported from the Chapter Housing Operating Budget. If cleaning costs (including cleaning of the Chapter House after Move-Out) exceed the budgeted amounts, each resident will be responsible for his/her pro rata share of such excess costs. If the University determines that excess cleaning costs have resulted from vandalism or misuse of Chapter House facilities or furnishings, the University reserves the right to seek recovery of such excess costs from the responsible student or students.
- XVII. DANGEROUS ARTICLES/SUBSTANCES/ACTIVITY/TAMPERING WITH LIFE SAFETY SYSTEMS.**
1. The items and activities specified below are prohibited in all Fraternity/Sorority Chapter Houses.
    - a. Dangerous Articles and Substances: Possession or use of air rifles, pellet guns, pistols, firearms, ammunition, gun powder, fireworks, explosives, gasoline, and other dangerous articles or substances is prohibited.
    - b. Fire Protection Equipment: Placing false alarms, interfering with proper functioning of fire alarm systems, and tampering with or removing bells, heat/smoke sensors, fire hoses, extinguishers, and fire fighting equipment are prohibited. Violators must bear the cost of recharging, repairing and replacing equipment used or damaged and may face expulsion from the Chapter House and/or other University disciplinary action.
    - c. Security Systems: Any student identified as vandalizing or damaging exterior building doors or locks, bedroom doors or locks, windows or security screens, security alarm systems, turnstiles, emergency phones, or other portions of a security system will bear the cost of the repair to the item(s).
    - d. Roofs and Windows: Residents are forbidden to climb through windows, or to be on ledges, parapets, walls and rooftops of buildings.
    - e. Thrown Objects: The throwing from windows of any object is extremely dangerous to persons below and therefore is prohibited.
    - f. Flame Sources: Use of bunsen burners, portable stoves, kerosene lamps, and similar items is prohibited in Chapter Houses. Candles should be used for ceremonial (e.g. birthday cakes) purposes only and must be attended to at all times and extinguished promptly at the conclusion of the ceremony.
    - g. Fire towers, doors, hallways, stairs and other means of egress must remain free of trash or debris and unobstructed AT ALL TIMES.
    - h. Live Christmas trees are prohibited.
  2. When proper action to maintain clear paths of fire/emergency egress is not taken in response to notices from OFSL or other authorities, the responsible party shall be subject to fines or other appropriate disciplinary proceedings. Violations occurring in common areas shall be assessed against the Chapter House. Violations occurring in individual resident rooms will be assessed against the resident(s) of that room.
  3. Occupants violating these requirements may be subject to fines, expulsion from the Chapter House, denial of University College House or Fraternity/Sorority housing, University suspension or other disciplinary action, chapter disciplinary action, as well as civil and criminal liability.
  4. If dangerous articles, substances, etc. are discovered in any room, they may be impounded by University personnel.
  5. **NO TAMPERING WITH LIFE SAFETY SYSTEMS** – The University's Policy on Tampering with Life Safety Systems, as promulgated by the Division of Public Safety appears at <http://www.publicsafety.upenn.edu/assets/SafetyGuidelines/Policy-Tampering-With-Life-Safety-Systems.pdf>. Life Safety is Everyone's responsibility. All occupants are required to be familiar with and comply with this policy.
- XVIII. ALCOHOL/DRUGS.**
1. In Pennsylvania, the possession and/or use of alcohol by persons under 21 years of age is prohibited.
  2. Distribution of alcohol by sale or gift to persons under 21 years of age is forbidden.
  3. The sale of alcohol in a chapter house is prohibited.
  4. The University's Alcohol and Drug Policy imposes certain restrictions on private gatherings and consumption of alcohol in chapter houses – including in private bedrooms and lounge areas-during registered events. Subject to compliance with these restrictions, all other relevant University policies and all legal requirements, alcohol is permitted at private gatherings in bedrooms and lounge areas.
  5. The possession, use, and/or sale of narcotics and/or other dangerous drugs in Fraternity/Sorority Chapter Houses, as elsewhere in the University, is illegal, unless prescribed by an authorized medical physician for the occupant.
- XIX. NOISE.**
1. The room(s) shall be used only for study and living purposes. Excessive noise, including the playing of musical instruments, radios, TV sets, stereos, etc. at loud volume is prohibited.
  2. Annoyances should be discussed with the person creating the disturbance and/or the Chapter President/House Manager.
  3. If after reasonable warning a student persists in creating excessive noise, University administrative or judicial or Fraternity/Sorority action may be taken which could lead to expulsion from the Chapter House or other disciplinary action.