

Alpha Housing Corporation
Individual Member
LEASE

This lease made as of _____ between the Alpha Housing Corporation (Landlord), and _____ (Tenant). The _____ (Developer) is the owner of the premises and thus is responsible for any issues pertaining to repairs, maintenance, security, and parking.

Landlord and Tenant agree as follows:

1. LEASED PREMISE. Landlord leases to Tenant, and Tenant leases from Landlord, the premises (Individual rooms) situated in New Haven, Connecticut, commonly known as _____ (Address).
2. TERM. The lease term will be from August 10, 2015 – July 31, 2016. August 2015 rent shall be pro-rated.
3. RENT. The Tenant agrees to pay rent according to the following chart of payments (25 Bed house):

ROOM	PAYMENT TERM	ANNUAL RENT	MONTHLY RENT
Single Suite	8/10/2015 – 7/31/2016	\$6,000	\$500
Single	8/10/2015 – 7/31/2016	\$5,400	\$450
Double	8/10/2015 – 7/31/2016	\$4,800	\$400
Triple	8/10/2015 – 7/31/2016	\$4,200	\$350

Each monthly rental payment shall be paid to Landlord or Chapter Treasurer, or at such other places as Landlord may designate from time to time. Landlord is not required to accept partial payments except as listed above. Rent is considered paid only when actually received by Landlord or Chapter Treasurer.

4. LATE FEE. Tenant expressly agrees to make all payments of rent on or before the dates designated above. A \$40.00 late charge will be imposed for all rental payments not received on or before the first (1st) of each month. Further, any sum due to the Landlord under this lease which is not paid within 10 days of its due date will bear interest from its due date until paid at the rate of eight percent per annum. A \$35.00 service charge shall be imposed for a rental check returned for insufficient funds or any other reason. These fees are to be considered as liquidation amounts of the late payments or bad checks. Tenant's failure to immediately pay the aforementioned sums shall constitute a default by Tenant hereunder.
5. SECURITY DEPOSIT & SIGNING FEE. Upon execution of this Agreement, Tenant shall deposit with Landlord by February 1st, 2014, the sum of \$200.00 of which all shall be held by Landlord as a security deposit for the faithful performance by Tenant of his obligations hereunder. Landlord will hold the Security Deposit in accordance with the requirements of The State of Connecticut. The security deposit may be used by Landlord to compensate for any unpaid charges, as permitted. The security deposit, less any deductions, with an itemized list of damages, shall be returned to Tenant within thirty (30) days of any termination of this Lease.

It is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be

applied by the tenant on the last months rent.

6. **State law: Make sure you check with your state to ensure that there are no laws you need to add to this.**
7. CARE OF SPACE. The Tenant is responsible for the condition of the room assigned, and shall reimburse Landlord for all the damages in the room other than ordinary wear and tear. This includes damages to walls, blinds, carpet, etc...
8. OCCUPANCY, ASSIGNMENT, AND SUBLETTING. Landlord agrees to allow Tenant to sublet space within the Premises so long as all residents and guests abide by the rules set forth as acceptable throughout the entire lease and are a current member of Alpha Sigma Phi Fraternity – **Alpha Chapter at Yale University.**
9. UTILITIES. The Tenant is responsible to pay a “Parlor Fee” which is collected from all tenants within the building to pay for utilities, which includes (heat, electric, water, internet, and cable.) The “parlor fee” will be **\$25.00 PER MONTH** for Tenant. Landlord reserves the right to increase or decrease parlor fee’s based on a majority vote of the Housing Corporation during the lease term. The Landlord furthermore agrees to show proof of an increase in utility costs to the Tenant as reasoning for increasing the parlor fees.
10. PETS. No pets of any kind shall be kept on the Premises. There will be a \$500.00 violation charge imposed where evidence of any pet is found.
11. RULES. Tenant agrees to abide by all rules set forth by Alpha Sigma Phi Housing Corporation as stated in the House Rules and Fraternal Information & Programming Group Risk Management (FIPG) guidelines. No illegal substances will be allowed on the Premises at any time for any reason. Consumption of alcohol will comply with House Rules, Risk Management Guidelines, and laws of the state of Connecticut.
12. CONDITIONS OF PREMISES. ALTERATIONS: MAINTENANCE: REPAIRS. By executing this Lease, Tenant accepts the Premises in existing condition and acknowledges that the Premises are in good order and repair, except as Tenant may indicate on the Commencement Inventory Check List, a duplicate copy of which shall be supplied by Landlord. **The Commencement Inventory checklist shall be completed and returned to landlord within (7) days of tenant’s move-in: The duplicate copy thereof may be retained by tenant.** The condition of the items as listed in the Commencement Inventory List shall be compared with their condition at the termination of this Lease and Tenant will be responsible for any damage to the Premises and must vacate the Premises in a clean and sanitary condition as when received, ordinary wear and tear excepted. Tenant shall not paint, paper or otherwise redecorate the Premises, or make any alterations to the Premises what so ever, without prior written consent of Landlord. Tenant shall commit no waste on the Premises. Tenant agrees to be responsible for any damage caused to the Premises by it or by its residents, their family members, guests, or invitees, and further agrees to promptly report to Landlord in writing any damage caused to or discovered on the Premises. Landlord may, upon discovery of damage to the Premises, have Developer make such repairs for which Tenant, its residents, their family members, guests or invitees are responsible hereunder. After receiving written notice of damage from Tenant, Landlord shall be deemed to have complied with its duty to keep the Premises in reasonable repair if Landlord makes a reasonably prompt effort to make the necessary repairs through the Developer.

13. **INSPECTION.** Landlord and Developer, or his agent, shall have the right to enter the Premises upon 24 hours notice for the purpose of inspecting the Premises, showing the Premises to prospective residents or purchasers, or for the purpose of making necessary repairs. If Tenant requests that a repair be made, Developer, or his agent, shall have the right to enter the Premises as necessary and reasonable for the purpose of making said repair. Landlord shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.
14. **DISCLAIMER AND INDEMNIFICATION.** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, its residents, their family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. All personal property on the Premises shall be there at the risk of Tenant only. In cases of Tenant's negligence, Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability to any person or property whatsoever or whatsoever provided that this provision does not exculpate Landlord from liability for its failure to perform, or its negligent performance of a duty imposed by law.
15. **DEFAULT.**
- A. If Tenant fails to pay rent or any other sum required under this Lease when due, or if a health hazard or extensive and continuing physical injury to the Premises exists, Landlord may terminate this Lease by providing seven (7) days written notice to Tenant. If Tenant breaches any other provisions of this Lease, including any violation of the rules of the house, Landlord may terminate the Lease by providing one month's written notice to Tenant. At expiration of the applicable notice period Landlord has the right to institute summary proceedings to evict Tenant.
 - B. Time is of the essence throughout the time this Lease is in effect.
 - C. In addition to the specific remedies Landlord has under this Lease, Landlord may exercise any remedy available under law or in equity including reentering and repossessing the Premises and removing Tenant from the Premises and reletting the Premises for any term, either shorter, longer or the same, at higher, lower, or same rental without causing a termination of this Lease. Landlord may terminate this Lease effective on the date specified in a written notice from Landlord to Tenant. Tenant will reimburse Landlord for all legal fees, costs, and recoverable expenses specifically permitted by statute and for all damages caused by Tenant's default, including all rent for the remainder of the Lease that Landlord does not collect by reletting the Premises in furtherance of Landlord's obligation to minimize its damages. If other premises owned or managed by Landlord are available for lease, it is reasonable for Landlord to lease them prior to reletting the Premises.
16. **FIRE OR DESTRUCTION.** If the Premises or the Building, or any substantial part of the Building, is destroyed by fire or other casualty so as to render them untenable, Landlord has the right to terminate this Lease upon written notice to Tenant. The Developer is not obligated to rebuild the Building or restore the Premises to a tenantable condition without terminating this Lease. If the Premises are untenable and Developer restores the Premises, Developer will do so as expediently as is practicable. Until the Premises are ready to be occupied again by Tenant, rent under this lease shall abate entirely.
17. **ALTERATIONS.** Tenant shall make no structural alterations in or about the Premises nor make any changes in the interior of the Premises including the equipment therein, without written consent of the Landlord, and then only under its supervision. This includes such work as installation of additional locks,

nails, bolts, or screws in the doors, trim or sill, tacking or cementing carpets or rugs, attaching wallpaper to wall, providing additional electrical wiring and erecting television, radio or CB aerials or connections. Upon demand, Tenant shall reimburse Landlord for any damage resulting from unauthorized alterations by Tenant. The following exceptions have been agreed upon. _____

18. CONDUCT. Tenant shall not, nor shall it permit any person or persons to cause a nuisance, make unreasonable loud noises or commotion, or permit anything to be done, at any time, which in any way may disturb or annoy other tenants. A violation of this paragraph or the undertaking of any illegal or criminal act will be a default under this lease.
19. ABANDONMENT. If the Tenant shall vacate or abandon the demised Premises and leave any personal property in the demised Premises, or anywhere about the building or, it's grounds, then such property shall be deemed abandoned by the Tenant.
20. CLEANING AND MAINTENANCE OF PROPERTY. The Tenant shall at all times keep the Premises and fixtures therein in a clean and sanitary condition. The Tenant shall immediately clean anything that Tenant has spilled or dropped in the room. Tenants shall not mark, damage, mar or deface any part of the Premises, the common areas or any other buildings of the Landlord
21. PLUMBING. Tenant shall be responsible for any expense cause by clogging the waste traps in the Premises. Coffee grounds or similar waste matter, rubbish, sweepings, and so forth shall not be placed in sinks, bath or laundry tubs, or toilet bowls. Any damage to or clogging of dishwashers, or toilets caused by Tenant's deposit of foreign matters shall be the responsibility of the Tenant.
22. WINDOWS. Tenant shall not place anything whatsoever, including signs and posters upon the sill or windows of the Premises so as to be exposed through the exterior. Awnings or drapes must be approved by the Landlord. Rugs, dustmops, carpets, or clothing must not be shaken or dusted from the windows nor shall any sweepings, rags, rubbish, etc. be thrown out the windows. Tenant agrees to pay for damages or replacement to any inside or outside windows in Tenant's room except when damage is cause by forces of nature outside Tenant's control.
23. MOVING. Any damages to the Premises caused by the Tenant's moving in or out shall be the responsibility of the Tenant.
24. FLAMMABLE. Tenant shall not store or keep flammables or explosive materials neither on the Premises nor in storage rooms, nor use any method of heating other than that supplied by Landlord. Space heaters are not allowed in rooms.
25. PARKING. Developer reserves the right to regulate the usage of all parking areas. Tenant is required to purchase a parking permit in order to park a vehicle on the Premises. Parking permits are limited to one (1) per resident. Landlord and Developer cannot guarantee or police the availability of parking spaces. Vehicles without an appropriate parking pass may be towed or booted at the vehicle owner's expense. Tenant(s) acknowledge that its residents park at their own risk. Landlord and Developer

is not responsible for loss, damage, or theft. In addition, positively no snowmobiles, three-wheelers, four-wheelers, or other similar devices shall not be permitted on the Premises at any time.

- 26. LANDSCAPING. Tenant is expected to preserve landscaping by and not cutting, picking, or damaging flowers, trees, shrubs, or destroying landscaping in anyway. Tenant shall not operate a motor vehicle on lawn area or sidewalks and shall be responsible for any damage by Tenant or guest.
- 27. SEVERABILITY. In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.
- 28. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement. Between the parties and may not be modified except in writing, signed by both parties.
- 29. GOVERNING LAW. The laws of the State of Connecticut shall govern this lease.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above,

Landlord (Agent) – Printed Name

Tenant – Printed Name

Landlord (Agent) – Signature

Date

Tenant – Signature

Date