

Rules and Regulations

The following Rules and Regulations are hereby incorporated into the Agreement for Tenants.

1. **Furnishings.** Furnishings will vary from each home.
2. **Parking.** A limited number of parking spaces for vehicles may be available at the Premises. Parking spaces may be assigned and/or allocated by the Chapter. Landlord makes no warranties or guarantees that space will be available at the Premises to accommodate the vehicles of all Tenants in residence. Parking will be allowed only in the designated parking areas. Parking or driving a motor vehicle on any area except the paved parking lot is strictly prohibited. Landlord may designate parking procedures for authorized vehicles and have unauthorized vehicles removed, including vehicles that are disabled or without current license plates. Such vehicle removal shall be at Tenants' expense and may be without prior notice. Parking of commercial vehicles, boats, recreational vehicles, and trailers is prohibited, and no vehicle may be repaired (including fluid changes) on the Premises. If meals are being prepared on the Premises, Tenants will reserve one parking space for the exclusive use of the kitchen staff between the hours of 8:00 a.m. and 6:00 p.m. on any dates when meals are being served. If Tenants have blocked the parking space reserved for the kitchen staff, Tenants shall pay a fine of \$25.00 per day.
3. **Move In, Room Change and Move Out Procedures.** Upon the beginning of the Term of this Agreement, Landlord agrees to deliver the Premises in a clean condition, free of debris, and in reasonable repair. Tenant agrees to pay security deposit and first rent installment prior to move in. A time and date shall be set by the Landlord's Agent for the delivery of the Premises to the Chapter. Representatives of the Chapter will inspect and document the condition of the Premises upon delivery. Chapter shall provide Landlord or Landlord's Agent with a copy of their documentation. Upon each Tenant taking possession of their assigned Living Quarters, Tenant shall complete a Move In Inspection Form and return it to Landlord or Landlord's agent within seven (7) days of move in. A copy of the Move In Inspection Form is attached to the Agreement and Tenant acknowledges receipt of such form by signing this agreement. Move In Inspection forms not returned to Landlord within seven (7) days of move in shall be disregarded.

If Tenant voluntarily changes Living Quarters or moves out during the Term of this Agreement, he must notify the House Director or the Landlord's Agent at least 14 days in advance, and a move out inspection will be scheduled for his Living Quarters. Tenant shall pay a **\$100.00** administrative and inspection fee if he voluntarily changes Living Quarters mid-term of lease or moves out before the end of the Term. If changing Living Quarters, Tenant shall be required to fill out a Move In Inspection form for the new Living Quarters and deliver it to the House Director or Landlord's Agent within seven days of occupying the new Living Quarters. If a Tenant voluntarily changes Living Quarters without proper notice to Agent, Tenant shall become responsible for any damages in both the Living Quarters he has occupied, whether they occurred during the Term before or after his occupancy.

Upon the end of the Term of this Agreement, Chapter and Tenant(s) agree to return the Premises to Landlord in a similar condition as it was delivered to Tenant by Landlord; and in a clean condition, free of debris, and Tenant's belongings. A time and date will be set by the House Director or Landlord's Agent for a move out inspection. If Landlord, at their sole discretion, determines it must make repairs, such work will be undertaken and the costs thereof will be deducted from the Security Deposit. If the Landlord, at their sole discretion, determines it must clean or remove belongings, such work will be charged to the Tenant(s). Tenant will not be responsible for any damages or conditions that pre-existed their occupancy, as long as such damages or conditions have been documented in the Move In Inspection form. If charges are to be billed to specific Tenants who are responsible for damages, Chapter must provide written communication to Landlord or Landlord's Agent noting the damage and the Tenants responsible for such damage prior to the Move Out Inspection, and Landlord will bill those Tenants accordingly. Otherwise, charges for any work in an assigned Living Quarters will be assessed

equally to the Tenants occupying that room and charges for any work in common areas will be divided equally among all Tenants occupying the Premises. Landlord will provide Tenant with an itemized list of any deductions or charges and a return of the Security Deposit less any deductions.

4. Care of Premises.

A. Cleanliness. Tenants agree to work cooperatively to clean and maintain the Premises. Tenants agree to perform a weekly cleaning or maintenance assignment and participate in periodic work assignments as organized by the House Manager or officers of the Chapter. Tenant understands that if he does not satisfactorily perform the work assignment, he may be assessed a reasonable charge as defined by the Chapter executive committee, Chapter judicial board, house manager or Landlord. Such charges will be posted to Tenant's rental account, become additional Rent, and become due on the first of the next month. Failure to pay charges when due may result in late charges.

B. Housekeeping.

i. Tenants agree that they will perform regular cleaning and housekeeping at the Premises, including all Living Quarters, kitchen, basement, and other interior and exterior common areas. Each area is to be cleaned daily so that it is free of trash, debris and is generally in good order. A thorough cleaning shall be performed no less frequently than the following schedule:

Kitchen and dining area:	Daily
Bathrooms:	Twice per week
Common Living Areas:	Weekly
Exterior yard and parking lot:	Daily

ii. Tenants shall ensure that the Premises, including all interior and exterior areas, are promptly cleaned and returned to a neat and sanitary condition following any Chapter-sponsored event. All debris and refuse must be removed no later than 12:00 p.m. (noon) on the day following the commencement of the event. If the Premises are not properly cleaned by this deadline, Landlord may at its sole discretion, engage third-party vendors to perform cleaning and debris removal services. Tenants shall be jointly and severally liable for any costs incurred by Landlord in connection with such services.

C. Waste Removal. Landlord shall be responsible for the costs of one pick up per week of the waste and recycling containers at the property. Tenant shall be responsible for putting all waste in the appropriate containers and not overfill them. Tenant shall be responsible, at its expense for labor, materials, equipment and costs related with all other excess garbage removal. If additional fees are incurred due to special pickups of tenant's waste, tenants shall be responsible for the payment of those charges. If the Premises are cited for excessive garbage, litter or debris on the property by officials, Tenants will be responsible for the costs of any fines incurred and shall immediately clean up the affected areas.

D. Repairs. Landlord shall keep in good repair the roof, exterior walls, interior load-bearing walls and alarm, heating, water, sewer, plumbing, and electrical systems. Chapter and Tenant shall take reasonable and normal actions to protect all such fixtures and systems against damage. Chapter and Tenant agrees that the following items constitute damage and Tenants shall be jointly responsible for the costs to repair any plumbing back-ups, clogs, and overflows, and all damage to any door, window, glass or window screens. The laundry equipment is leased, and repairs can be coordinated by contacting the laundry vendor at the telephone number posted on each laundry machine.

E. Work Requests. In the case of a repair emergency, such as fire, flood, or no heat, Tenant shall immediately alert the House Director or, in their absence contact Landlord's Agent by calling **980-318-5365** and noting their name, phone number, address, and a description of the problem. A

representative of the Landlord's Agent should return your call within 15 minutes. For non-emergency work or service requests, always report to the House Director. Alternatively, tenant may submit the request via the tenant portal Service Request button in the rmResident App, online at <https://pkpp.twa.rentmanager.com/> or send an email with details of the work requested to service@pkpproperties.org.

- F. Pest Control Services.** Landlord shall be responsible, at its expense for labor, materials, equipment, and costs related with professional pest control services for ants, cockroaches, mice, and rats. Tenants agree to daily removal and disposal of any food trash in their Living Quarters and to undertake simple, non-professional pest removal and reduction practices such as maintaining proper sanitary conditions in interior and exterior common areas of the Premises.
 - G. Supplies and Kitchenware.** Tenant shall be responsible for providing cleaning supplies, trash bags, trash containers, and cleaning equipment for their individual Living Quarters. If a meal plan service is provided by the Landlord, the Landlord shall be responsible for furnishing and maintaining all kitchenware including but not limited to plates, glasses, cups, pots, pans, silverware, serving dishes. If no meal plan service is provided by the Landlord, then the Chapter shall be responsible for furnishing and maintaining all necessary kitchenware.
 - H. Snow and Ice Removal.** Landlord is responsible, at its expense for labor, materials, equipment, and costs related to treating for icy conditions and to remove snow on public sidewalks and parking areas. Tenants shall not store any shovels or ice melting materials in the living room, foyer, dining room or first-floor areas.
 - I. Lawn and Landscaping.** Landlord is responsible, at its expense for labor, materials, equipment, and costs related to maintaining the lawn and landscaping.
- 5. Failure to Maintain.** During the Agreement Term, if Landlord or its Agent inspects the Premises and determines, in its sole opinion, that areas: (1) do not meet reasonable cleanliness standards, (2) require repairs due to damages that are Chapter's or Tenant's responsibility or (3) cause an immediate danger to the health or safety of the Chapter and Tenants, Landlord may take immediate action to perform the cleaning or repairs with the responsible tenants being assessed for any costs incurred. If no tenants can be identified as the responsible party, the costs incurred will be assessed jointly to all tenants. If Chapter or Tenant is allowed to make repairs, the work will be of suitable quality as if the work was performed by professionals. Damage to walls, ceilings or floors will include restoring the paint or finishes to a uniform color, texture or pattern with the surrounding areas. If Landlord allows the Chapter or Tenant to undertake the cleaning or repairs, the parties will mutually agree upon the time and date that work will be completed.
- 6. Packages and Mail.** During the Agreement Term, the Landlord and its Agent is not responsible for lost, stolen, misplaced, or undelivered mail, packages, and/or shipments to the home either inside or outside. Mail and/or packages left at the home for an unreasonable amount of time will run the risk of them being tossed or returned to sender. The tenant is responsible of ensuring of proper delivery and address.
- 7. Assessment of Charges.** If Landlord, at its sole discretion, determines it must make repairs, undertake cleaning, or remove belongings in the common areas (normal wear and tear excepted) that are the Chapter's or Tenant's responsibility under the terms of this Agreement, the costs including fees assessed to Landlord by Landlord's Agent will first be assigned to the Tenant(s) identified by Chapter prior to the move out inspection as being responsible. If specific Tenant(s) cannot be identified prior to the move out inspection as being responsible or those responsible are unknown, Tenants shall collectively be responsible for the costs of the common area repairs and cleaning, and those charges shall be assessed equally to all Tenants. If a specific party is not identified as responsible for damages

to a door, damage or repairs to doors to sleeping rooms that open to a common area will be considered common area damages, and damage or repairs to doors that are entirely within a sleeping room and do not access a common area will be assessed to those tenants assigned to that sleeping room.

If Landlord, at its sole discretion, determines it must undertake repairs, cleaning or remove belongings in Tenant's assigned Living Quarters (normal wear and tear excepted) that are the Tenant's responsibility under the terms of this Agreement, the costs including fees assessed to Landlord by Landlord's Agent will first be assigned to the Tenant(s) identified by Chapter prior to the move out inspection as being responsible. If other Tenants(s) cannot be specifically identified by the Chapter prior to the move out inspection as being responsible, Tenant shall be responsible for the costs and those charges shall be assessed equally to all Tenants occupying that room during the Agreement Term.

During the Term of the Agreement, Tenant's share of the costs will be invoiced to his rental account and become due on the date of the next rental installment. Upon the end of the Agreement Term, the costs of any repairs will be deducted from the Security Deposit, and Tenant's share of the costs for any cleaning shall be invoiced to Tenant and shall be due within 30 days of invoicing. Tenants will not be responsible for any damages or conditions that pre-existed his occupancy, if such damages or conditions have been documented in the Move In Inventory form.

- 8.. **Use of Premises.** Use of the Premises will be limited to Tenants, Chapter members, and their respective guests and invitees. Landlord reserves the right to host alumni events, meetings and gatherings in the common areas of the Premises, in a manner that does not interfere with the rights of the Tenant as spelled out elsewhere in this Agreement. Landlord will give Tenant reasonable advance notice of such events.
9. **Rules and Policies.** Tenants agree to abide by the following rules and policies. In the event Tenant, or Tenant's guests or invitees, violates these rules and policies, **Landlord may assess the responsible Tenant(s) a penalty charge (hereafter "Penalty Charge") for violations of the Rules and Policies specified in this Section 9. For Tenant's first violation of rule or policy a Penalty Charge of \$100.00 will be assessed to the Tenant. Upon an additional violation of any rule or policy contained in this section, Tenant will be assessed a Penalty Charge of \$250.00. For the third and any subsequent violations of any rule or policy contained in this section, Tenant will be assessed a Penalty Charge of \$500.00.** Landlord may also terminate Tenant's right to occupy the Premises under the default provisions for a violation of these rules and policies.

A. Laws and Controlled Substances. Tenant agrees to abide by all federal, state, city, or county laws, ordinances or regulations. Tenant agrees no alcohol can be served and consumed by anyone, guest, member, family, under the age and law of 21. Tenant hereby releases Landlord and Landlord's agent from any and all claims for personal injury to himself, his guests and his related interests caused by the violation of law, or the use of alcohol and/or controlled substances. Tenant shall at all times comply with and enforce all federal, state, city, or county laws, ordinances or regulations. In no event shall the Tenant violate such laws, ordinances, or regulations. Tenant shall report any violation of this provision by other Tenants or Chapter members to the proper legal authorities and to the Landlord, or Landlord's agent. Any violation by Tenant related to illegal use or possession of controlled substances may result in the immediate termination of this Agreement and the commencement of eviction proceedings.

- B. Noise and Social Gatherings.** Quiet hours are established at the chapter house between the hours of 11:00 p.m. through 9:00 a.m., Sunday through Wednesday. Tenant shall not cause noise or disruption that disturbs other Tenants during the quiet hour periods. Tenant and each Member will comply with all reasonable rules and regulations regarding the use of the Premises (including all common areas), related to noise, and social gatherings imposed by the municipal ordinance.

Landlord may provide additional rules or restrictions if the city, police or fire department issue any violations or citations of any kind related to gatherings on the Premises. If Chapter is issued noise violations or other citations through municipal authorities, Tenants shall be responsible for the costs of any fines or charges, which will be divided equally between all Tenants. Such charges will be split evenly between all tenants.

- C. Intentional Damage.** Any Tenant, or Tenant's guest or invitees, that inflicts intentional damage to the Premises, including but not limited to punching holes in the walls or ceilings, shall incur a Penalty Charge imposed and determined by the Landlord at its sole discretion depending on the infraction, in addition to the costs of repairs of any damages. Moreover, Landlord may immediately initiate eviction action against any Tenant that is found responsible for intentionally damaging the Premises.
- D. Guests and Invitees.** Each Tenant and Chapter member is responsible for the conduct and behavior of any guest or person that they invite or allow to enter the Premises. A violation of any rule or policy of this section by a guest or invitee of a Tenant or Chapter member shall be considered the same as a violation by the Tenant himself, and Tenant shall be responsible for any charges or penalties associated with the conduct of his guests or invitees. Tenant may not have more than one overnight guest on the Premises and such guest may not stay overnight more than three consecutive nights.
- E. Fire Safety and Security.** Tenant shall not remove, cover, tamper with or otherwise change or render any smoke detector, alarm sensor, security camera, pull station, fire extinguisher or any other components of an alarm, security or fire safety system so that it is not fully operational. Each device that is damaged, removed, covered, discharged or rendered inoperable shall subject the Tenant to a Penalty Charge as noted herein. In an instance of a false alarm at the Premises caused by a specific Tenant, or the guest or invitee of any Tenant, Tenant shall pay a **\$500.00** Penalty Charge in each instance of occurrence, plus any costs, fines, service charges and/or penalties incurred by Landlord. If a specific Tenant or Tenant's guest or invitee cannot be identified as the person responsible for triggering the false alarm, the Penalty Charge and any costs incurred will be assessed to the Chapter.
- F. Fraternity and University Policies.** The National Fraternity organization, Landlord and Chapter may impose additional rules, policies and procedures pertaining to its members and Chapter operations that are not specifically spelled out in this Agreement. Tenant will abide by all policies, rules, regulations and, including, without limitation, policies relating to recruitment, alcohol, controlled substances and hazing, imposed by the National Fraternity, the Chapter, the University, and the Inter-Fraternity Council ("IFC"), which are incorporated by reference as if set forth herein in full. Tenant and Chapter shall have the responsibility of following the rules, policies and procedures. The Landlord shall not have the duty to supervise or enforce the policies of the National Fraternity, the Chapter, the University, and the IFC.
- G. Risk Management and Operations Policies.** The National Fraternity organization, Landlord and Chapter may impose additional rules, policies and procedures pertaining to its members and Chapter operations that are not specifically spelled out in this Agreement. Written notice will be provided to the tenants of any new policies that may be implemented during the term of this Agreement. Tenant will abide by all policies, rules, regulations and, including, without limitation, policies relating to recruitment, alcohol, controlled substances and hazing, imposed by the National Fraternity and the Chapter, which are incorporated by reference as if set forth herein in full. Tenant and Chapter shall have the responsibility of following the rules, policies and procedures. The Landlord shall not have the duty to supervise or enforce the policies of the National Fraternity and the Chapter.

Specifically, no member or Chapter of Pi Kappa Phi may purchase alcoholic beverages with Chapter funds, nor may anyone in the name of or on behalf of the Chapter coordinate the collection of any funds for such a purchase. This includes the purchase of kegs, party balls, half gallon liquor containers and other bulk quantities of alcoholic beverages. In addition, no alcohol may be served from common source containers (kegs, party balls, punch bowls, half gallon liquor containers or other bulk containers) on Chapter property or at chapter events. Tenant agrees he will abide by the National Fraternity policy that no alcohol products above 15% alcohol by volume (30 proof) may be possessed or consumed at the chapter house or at any chapter event, except when served by a licensed third-party vendor.

- H. Prohibited Items.** Tenant and Tenant's guests will not possess, store, or use while on or in the Premises any item which has the potential to endanger another person or damage property. These items include, but are not limited to: firearms; bows, arrows, or crossbows; BB, pellet, Airsoft or paintball guns; explosives, fireworks, flammable items; or any item capable of delivering a projectile with harmful force. The Premises are restricted from the possession of all firearms, even if Tenant or Tenant's guest has a valid Concealed Pistol License. Except while used during official fraternity ceremonies, the use of candles and incense which is burned is not permitted on the Premises. No fires may be set on anywhere Premises including both the interior or exterior of the building. Space heaters and cooking appliances (that are used within the building, except those furnished by Landlord), are prohibited. Water filled furniture is strictly prohibited from being used in the Premises.
- I. Smoking and Vaping.** No smoking or vaping of any substance is allowed in the buildings or on the fire escapes of the Premises. Tenants or guests smoking on the exterior grounds shall clean up their smoking waste and dispose of it in a proper container to avoid accidental fires.
- K. Fires.** No fires are allowed in the fireplaces or anywhere on the Premises including exterior areas.
- L. Roof Access.** Tenant will not enter onto any roof or attic of the Premises or provide access to the roof or attic to any party other than to Landlord or its designated contractors and agents. If Tenant accesses the roof or attic, or provides access to the roof or attic, Tenant shall incur **an immediate \$500.00 Penalty Charge**, plus be responsible for the costs of a qualified contractor to inspect the roof or attic for damage and the costs to correct any damage caused while accessing such areas.
- M. Deck, Porches and Patios.** Tenant shall not use the deck, porches, fire escapes or patios for storage of any sort, nor shall Tenant remove any furniture from the Premises and place or store it in these areas. Cooking with a charcoal or gas broiler or any other device shall not be allowed at any time on a fire escape or under eaves or overhangs. Outdoor cooking devices may only be used if they are at least 10 feet away from the building and or any other such structure. Only furniture designed to be used outdoors may be placed on deck, patio, or porch. Any couches, chairs, etc. not designed for exterior use, which are placed on the deck, patios or porches shall be disposed of without notice and compensation to the Tenant. Tenant shall pay for all such disposal costs.
- N. Water, Sand and Decorations.** Liquids, sand, or other items that may cause damage to property may not be used within the Premises for the purposes of decoration. No pools, hot tubs, foam systems, slides, waterfalls, or water containment system may be constructed at or in the Premises. If Tenant or Chapter members should construct or utilize a pool, foam system, water slide, waterfall or water containment system without the advance written permission of the Landlord, Tenant or Chapter shall incur **an immediate \$1,000.00 Penalty Charge per day** that Tenant or Chapter is in violation, plus be responsible for the costs to correct any damages resulting from such use.
- O. Bicycles.** Bicycles and electric bicycles (e-bikes) are strictly prohibited from being stored in any common area of the Premises, including hallways, stairwells or entryways. Traditional bicycles may be stored in the Tenant's room or, if available, in the designated outdoor bicycle storage area. E-

bikes may not be stored or charged inside the building under any circumstances.

- P. Storage.** No personal property or storage is allowed in any basements, attics, garages, hallways, laundry rooms, common areas or on any balconies, porches, or fire escapes unless otherwise noted in this Agreement. Improperly stored materials shall be deemed abandoned and disposed of without compensation or notice to Tenant. Tenant shall be charged for the disposal of any items that are improperly stored.
- Q. Electrical.** Tenant shall use no more equipment than electric system can safely handle. Tenant shall reset circuit breakers, if necessary. Tenants shall not utilize extension cords or outlet adapters that allow more devices to be plugged into an outlet than intended. Any housing code violation charges assessed to Landlord due to Tenant's use of extension cords or outlet adapters shall be paid by Tenant. Landlord does not warrant that electrical system is compatible with computers or other sensitive electronic equipment and accepts no liability for damage to the Tenant's personal property caused by use of the electrical system, unless such damage is the result of negligence by Landlord or its agents. Tenants may have one apartment sized mini-refrigerator up to five cubic feet and one air conditioner per private Living Quarters. **Only floor-standing air conditioners that vent to the outside through a flexible hose or duct may be used. Window mounted air conditioners are not allowed.** Air conditioners must be used to not create permanent damage to the window, window trim or wall surfaces and to drain water away from the building. At the end of the Agreement Term, any mini refrigerator and/or air conditioning unit must be removed from the Premises. Leftover items shall be disposed without compensation to the Tenant. Any damage caused by Tenant's air conditioner or appliances will be the responsibility of the Tenant. Tenant shall not add any additional appliances to his Living Quarters (such as electric heaters, stoves, full size refrigerators, freezers, washers, dryers, etc.) without the prior WRITTEN permission of the Landlord.
- J. Kitchen Access.** When the meal program is operating, the kitchen staff shall be provided exclusive access to the kitchen and the pantry storage areas, which shall remain locked when the kitchen staff is not utilizing the spaces. The commercial kitchen shall remain locked with no access to Tenants during vacation periods, spring/summer term or any period when the caterer is not providing meals. During the months that meals are being served, the caterer shall be responsible for maintaining the cleanliness of these areas. With the prior approval of the kitchen staff, Landlord and/or the Agent, Chapter may access and utilize the kitchen for Chapter prepared meals and events. In such cases, Chapter shall completely clean the area and restore it to the condition in which it was found. Except as detailed in this Section, Tenant shall not access these spaces, utilize any kitchen equipment or remove any food from these areas without the advance permission from the caterer. If anyone should utilize any kitchen equipment, create a requirement for additional cleaning, fail to reasonably clean the kitchen or the dining hall, or remove any foods, those Chapter members identified as being responsible shall incur the Penalty Charge, pay for any losses and for any additional cleaning costs. No notice is required to be provided to the Chapter by the kitchen staff prior to undertaking cleaning that is the responsibility of the Chapter. If unauthorized access, lack of cleaning or removal of food results in the loss, delay or reductions of food service, Tenant is still required to pay for the scheduled meal or any additional costs required to provide those meals.