Muhlenberg College Fraternity/Sorority Housing Agreement

Muhlenberg College recognizes that its Fraternity/Sorority social fraternities and sororities make numerous positive contributions to the College and surrounding communities. Furthermore, the College recognizes that individual students can benefit greatly by membership in a Fraternity/Sorority social organization. Muhlenberg College seeks to support the Fraternity/Sorority community by providing housing arrangements to chapters that support the special nature of these organizations and enhance the benefits of Fraternity/Sorority membership as these arrangements provide mutual benefit to the College and the Fraternities/Sororities. At the same time, these arrangements also confer obligations upon the College and the Fraternities/Sororities.

THIS AGREEMENT ("Agreement") is entered into on **<<insert date>>**, by and between Muhlenberg College (hereinafter the "College") and **<<insert chapter name and fraternity/sorority name>>** (hereinafter the "Fraternity/Sorority Organization").

Background:

WHEREAS, certain College-owned residences are assigned, when available, to fraternity/sorority organizations as chapter houses for the upcoming academic year and the capacity of those residences is determined by the College; and

WHEREAS, the Fraternity/Sorority Organization desires to be assigned by the College a residence for use as a chapter house and the College is willing to make such assignment subject to the terms and conditions of this Agreement; and

WHEREAS, the assignment of a residence by the College is regarded as a privilege.

NOW, THEREFORE BE IT RESOLVED, the College and the Fraternity/Sorority Organization, each intending to be legally bound, agree to the following:

1. Residence.

    a. Muhlenberg College is a four year residential institution, and therefore, all Fraternity/Sorority Organizations must reside in college owned on campus housing including MILE housing with the exception of

        i. Alpha Tau Omega which is exempted and can, therefore, live in their chapter house located at 2302 Chew Street Allentown, PA 18104. However, if in the future Alpha Tau Omega is no longer recognized by the College for any reason, they would also, upon return, be required to live in on campus housing consistent with all other fraternities.

ii. Phi Kappa Tau which is exempted and can, upon future expansion, can therefore, live in their chapter house located at 2310 Chew Street Allentown, PA 18104.

b. Therefore, current or new fraternities/sororities are not permitted to live in off-campus housing and/or a fraternity or sorority house owned by their national organization.

c. The designated residence for the Fraternity/Sorority Organization is located at **<<insert address>>,** Allentown, Pennsylvania (hereinafter the "Residence"). The maximum capacity of the Residence is **<<insert #>>** student residents. For the purpose of fulfilling the occupancy requirements below, the Fraternity/Sorority Organization's housing roster for the Residence must meet a minimum occupancy of **<<insert number>>** student residents per semester (hereinafter the "Required Occupancy").

2. Occupancy.

a. The Fraternity/Sorority Organization is responsible for maintaining a minimum of 90% of the Required Occupancy by Fraternity/Sorority Organization members at the Residence at all times (the "Minimum Occupancy"). If the Fraternity/Sorority Organization's occupancy of the Residence falls below the Minimum Occupancy during a semester, the Fraternity/Sorority Organization shall be responsible for providing "satisfactory replacement(s)" within _____ days after notice from the College that the Minimum Occupancy is not being met. A "satisfactory replacement" is defined for these purposes as an individual that: (1) is a current member of the Fraternity/Sorority Organization; (2) is in satisfactory academic and behavioral standing with both the College and the Fraternity/Sorority Organization; and (3) is not currently a resident at a College-owned property. The Fraternity/Sorority Organization shall advise the Department of Housing & Residence Life of any and all changes to the housing roster as soon as they are known and such changes shall not become effective until approved by the Department of Housing & Residence Life.

b. Should the Residence be below Minimum Occupancy in the fall semester and the Fraternity/Sorority Organization desires to fill some empty bed spaces, the Fraternity/Sorority Organization may request that the Department of Housing & Residence Life allow up to two (2) new members (i.e. members associating in that semester) be released from their current housing contracts with the College in order to live in the Residence. In order for this to be considered:
    i. The new member must have the minimum GPA required by the College to move "off campus or MILE" which is a 2.0.
    ii. All efforts with current members have been exhausted and this is a method of "last resort" to meet the Minimum Occupancy.

iii. The new member may not be “required” by the Fraternity/Sorority Organization to move during the semester that he or she is a new member that has not been initiated.
iv. The final approval for relocating a student pursuant to this Section 2.b. will be made by the Department of Housing & Residence Life.

c. If the Fraternity/Sorority Organization fails to maintain the Minimum Occupancy for three consecutive semesters, the College may elect to terminate this Agreement at the end of the then-current academic year and the Fraternity/Sorority Organization shall be responsible vacating the Residence and removing all furniture and personal property owned by the Fraternity/Sorority Organization or its members within ___ days after the end of the then-current academic year.

d. On or before _____, the Fraternity/Sorority Organization shall submit to the Department of Housing & Residence Life a housing roster for the Residence identifying each of the Fraternity/Sorority Organization’s members residing at the Residence. The housing roster must include: (1) at least one member of the Fraternity/Sorority Organization’s executive board; and (2) the Fraternity/Sorority Organization member designated as the House Manager to act on its behalf for the academic year. The House Manager must (i) reside in the Residence for the semester(s) that they are serving in the role of House Manager; and (ii) attend all Fraternity/Sorority Organization house meetings, Department of Housing & Residence Life meetings, and other meetings and training as designated by either the Fraternity/Sorority Organization or the College. The Fraternity/Sorority Organization may change the House Manager each semester as long as the Fraternity/Sorority Organization chapter notifies the Office of Student Life and Campus Events and the Department of Housing & Residence Life by August 1st for the fall semester and January 1st for the spring semester.

3. Term and Termination.

a. Subject to Section 2.c above and Section 3.b below, the term of this Agreement shall commence on **August 2023** and shall expire on **May 2026**. Prior to the expiration of the term, the College shall review the assignment of a residence to the Fraternity/Sorority Organization for the purpose of assessing the intended benefits of the housing arrangement. After the review is completed, the College shall determine, solely at its discretion, whether a renewal of this Agreement shall be offered to the Fraternity/Sorority Organization.

b. The College may, as it may elect, immediately terminate this Agreement: 1) upon the removal of recognition of the Fraternity/Sorority Organization by the College, and/or the removal of the charter by the Fraternity/Sorority Organization's Inter/National Headquarters; or 2) upon the Fraternity/Sorority Organization's failure to fulfill any of its obligations under this Agreement or any of the policies, agreements and requirements incorporated herein by reference within five (5) days after its receipt of written notice of

any such failure; or 3) if the College has concerns for the immediate health and safety of Fraternity/Sorority Organization's members.

c. At the expiration of this Agreement or in the event this Agreement is terminated by the College as set forth above, all privileges afforded the Fraternity/Sorority Organization due to its unique status shall also be revoked including, but not limited to: 1) the right to make room assignments within the Residence; 2) the right to hold registered social functions within the Residence; 3) the right to have only members occupy the Residence; and 4) the right to storage of ritual or other chapter-affiliated equipment.

4. Insurance. The Fraternity/Sorority Organization must provide the College with a certificate of insurance evidencing Commercial General Liability coverage that includes, but is not limited to, bodily injury, personal injury, property damage, host liquor and contractual liability, and listing the College as an additional insured by endorsement. Coverage must be written with companies reasonably acceptable to the College and at limits of at least $1,000,000 each occurrence/$2,000,000 general aggregate.

5. Compliance. The Fraternity/Sorority Organization, and specifically the officers of the Fraternity/Sorority Organization, shall be responsible for ensuring that its members residing in the Residence, as representatives of the organization, understand and abide by: (i) all local, state and federal laws; (ii) the requirements of Muhlenberg College-recognized student organizations; (iii) the College's Student Code of Conduct, Equal Opportunity and Nondiscrimination Policy and all other College policies; (iv) the College's MILE Property Manual; (v) the Residential Services College Housing Lease; (vi) all applicable inter/national headquarter policies and procedures; and (vii) all Department of Housing & Residence Life policies and procedures. The Fraternity/Sorority Organization's officers shall be responsible for providing full cooperation in the investigation of violations and enforcement of any disciplinary measures authorized by any College official.

6. Fraternity/Sorority Organization Requirements. The Fraternity/Sorority Organization shall (i) render appropriate care and use of the Residence; (ii) meet all standards and expectations of the College with regard to continued recognition; (iii) emphasize the advancement of scholastic achievement of members; (iv) promote educational programming; (v) adopt no policies that conflict with College policies or procedures; and (vi) require that individual residents of the Residence meet all payment deadlines (including any advanced payments required to reserve a room) as outlined in the College Housing Lease. All housing policies (residential requirements for members, assignment procedures, etc.) the Fraternity/Sorority Organization may adopt or follow must be filed annually in the Department of Housing & Residence Life.

7. Fire Safety. The Fraternity/Sorority Organization shall, at least each semester, conduct a fire safety program that addresses:
    a. Proper fire prevention procedures for your facility
    b. Facility evacuation routes

c. Standard fire prevention and escape tips
d. How- and when - to use fire extinguishers

The Fraternity/Sorority Organization must contact Campus Safety to advise on this program.

8. Academic Breaks and Vacations. All members of the Fraternity/Sorority Organization are expected to comply with policies regarding vacating and securing the Residence during academic breaks and vacation periods.

9. Room and Board Contract Cards; Reassignment. Each individual living within the Residence shall sign a Room and Board Contract Card which shall be filed annually with the College by the appropriate deadline along with the next year's Residence roster. The College reserves the right to reassign students to different rooms in the Residence for the purpose of efficient maintenance and operations.

10. Inspection Reports. A representative of the College and the MILE RA will conduct safety and condition inspections of the Residence twice a semester. The House Manager will be informed of the date and time but is not required to be present at the time of the inspection. The House Manager will inform the residents of the date and time of each inspection.

11. Modifications. The Department of Housing & Residence Life must approve any modifications or permanent changes added or made to the Residence (examples, painting, flooring, drilling into walls). This is to ensure the safety of the residents as well as to ensure that changes will be sustainable within the building. Students can bring decorations that can be removed without causing damage to the Residence.

12. Access to the Residence for Chapter Members. Fraternity/Sorority Organization's with card access doors at the Residence can issue access cards to the Residence to up to 10 executive board members or committee chairs of the Fraternity/Sorority Organization that do not reside in the Residence. Fraternity/Sorority Organization's without card access to its Residence can request a front door key be made to allow access to designated executive board members of the Fraternity/Sorority Organization.

13. Furniture. All furniture provided by the College must remain inside the room or area to which it was allocated. Permission to move or remove College supplied furniture must be obtained from the Department of Housing & Residence Life.

14. Housekeeping and Cleaning.

    a. During the academic year, students are responsible for all cleaning within their individual rooms.

    b. Bathrooms within the Residence must be cleaned three times a week. Shower curtains, soap, and toilet paper are provided by the College.

c. If personal items are removed from common areas, housekeeping will be able to vacuum living rooms, hallways, and other common areas.

d. During winter break and summer, no personal belongings may be left out in common areas. This will allow for thorough cleaning of these spaces before new residents move in.

e. During winter break and summer, any organization items not hung on the walls in common areas, should be boxed neatly and placed out of the way. This will allow for cleaning, maintenance, and repairs

f. Students are responsible for removing all individual trash and recycling from their individual rooms and disposing it in the dumpsters. No personal trash or recycling may be placed in common trash cans including in bathrooms, kitchen, living rooms, etc.

g. In houses with kitchen or kitchen areas, students are responsible for cleaning any dishes, pans, etc. During common area cleaning, housekeeping will wipe down empty counters, and remove no more than one bag of trash and recycling. If the kitchen trash and/or recycling exceeds one bag, residents are responsible for removing that trash and recycling.

15. College Maintenance. The College will respond to requests for minor maintenance and repair issues within the Residence within 2 business days of submission of a work order through the Plant Operations work order system available on the application portal. The response will be either completion of the work or a time frame for when the work will be completed. When a work order is submitted, Plant Operations will be coming to the Residence and the Fraternity/Sorority Organization is responsible for advising members. In cases where maintenance is determined necessary, but a work order has not been submitted, the College will use its best efforts to provide proper notice (i.e. 24 hours' notice for minor repairs and one (1) week notice for major repairs) for conducting maintenance and repairs within the Residence. Emergency situations will be addressed by the College as quickly as possible. Fraternity/Sorority Organization requests for significant modifications will be considered as part of the College Special Projects Improvement cycle and must be requested by December 1 to be considered for the next academic year.

16. Outdoor Furniture. Furniture provided by the Fraternity/Sorority Organization for outdoor use must conform to practical standards for items subjected to the elements. Upholstered furniture shall not be kept outside on the porch or lawn area.

17. Financial Obligations. All financial obligations of the Fraternity/Sorority Organization to the College or other organizations must be paid in full as required by the College. In cases where the Fraternity/Sorority Organization and the College have agreed upon arrangements for financial debt, the Fraternity/Sorority Organization is expected at all times to be in good

financial standing (e.g., the Fraternity/Sorority Organization is expected to be current in debt payments).

18. Disputes. The Director of Residential Services and/or designee shall reconcile all cases related to matters of interpretation and procedures for implementation of this Agreement.

19. Neighborhood Concerns. The Fraternity/Sorority Organization realizes that the Residence is located adjacent to other residential areas and understands that the conduct of members, either individually or as a group, must take account of the relationships and that such conduct shall be responsible, considerate, and responsive to the reasonable concerns of its neighbors. The Fraternity/Sorority Organization accepts the responsibility to develop a communication link with its neighbors and work to develop and maintain good relations.

20. Event Occupancy Limitations. All registered events and Fraternity/Sorority Organization functions occurring within the Residence must comply with the occupancy limitations identified by Muhlenberg College Campus Safety and the Allentown Fire Department. The occupancy of the Residence shall be posted publicly in the house.

21. College Access to the Residence. The College reserves the right to enter the Residence for the purpose of inspection, improvement, repair, maintenance, or control in the event of an emergency, or for any other purpose in accordance with the College Housing Lease.

22. Code of Conduct. The Student Code of Conduct and any sanctions from the conduct process supersede this Agreement.

23. Substance Free. The bedrooms and common areas of the Residence shall be maintained as substance free regardless if the occupant is of age.

24. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the parties. No waiver by either party of any of the provisions hereof shall be effective unless expressly set forth in writing signed by the waiving party.

We have read this Agreement and any attached addenda and received a copy. We understand the contents and agree to ensure that the members of our organization and guests shall abide by this Agreement.

Name of Fraternity/Sorority Organization: **<<insert>>**

Chapter President Name (print) Chapter President (signature)

Chapter House Manager (print) Chapter House Manager (signature)

I have reviewed the Fraternity/Sorority Housing Agreement with the officers of this organization. To the best of my knowledge, the officers understand their responsibilities as outlined in the documents.

Director of Fraternity/Sorority Affairs (print) Director of Fraternity/Sorority Affairs (signature)

For the College:

_____ _____

Housing & Residence Life (print) Housing & Residence Life (signature)

_____ _____

Dean of Students Office (print) Dean of Students Office (signature)

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