

ALPHA IOTA CHAPTER OF GAMMA PHI BETA SORORITY

HOUSING AGREEMENT 2011-2012

(Return to FVP)

Landlord/Lessor/Agent is Alpha Iota of Gamma Phi Beta, Inc. and shall be referred to herein as "Gamma Phi Beta" and _____ Tenant/Lessee shall be referred to as "Member." As consideration for this Agreement, Gamma Phi Beta agrees to rent/lease to Member and Member agrees to rent/lease from Gamma Phi Beta, for residential use only, a portion of the sorority house known as Alpha Iota of Gamma Phi Beta Sorority located at 616 Hilgard Avenue, Los Angeles, CA 90024 (the "Premises") Room to be assigned, and servicing the University of California, Los Angeles ("University"). I hereby acknowledge that it is a privilege to live in the Premises and said privilege corresponds to the privilege of being a member in the Alpha Iota of Gamma Phi Beta Sorority.

1. Term:

- a. The tenancy is for one (1) University Academic Year beginning on the 7th day of September 2011 and concluding on or before the 16th day of June 2012, except for school vacation breaks and holidays, as determined by Sorority and University calendars.
- b. The Premises will close 9pm on the day of the last final exam of each academic quarter or as otherwise specified by Gamma Phi Beta. However, for graduating Seniors, the Premises will close at 6pm on the day of University graduation.
- c. At the end of the Term, the Member must vacate the Premises by the date and time specified by Gamma Phi Beta. The lease shall not become a month-to-month tenancy.
- d. If the Member plans to be absent during any academic quarter due to an internship or study abroad, the Member is responsible for the following:
 - i. For the full academic year finance and rental obligations. The outstanding balance must be paid in full prior to the Member's moving out of the house.
 - ii. Member must give sixty (60) days written notice to both the Gamma Phi Beta House Corporation Board and the Chapter before vacating.
 - iii. In order for the Member to be released from the housing obligations, the Member must: 1) find another member of Gamma Phi Beta Alpha Iota Chapter willing and able to move into the sorority house; 2) the replacement member must be a "member in good standing;" 3) the replacement member must fully execute the required housing and financial agreements; 4) the replacement member must pay the security deposit and first month's rent; and, 5) Failure to comply with the conditions herein will result in the Member no longer being in "good standing" and will continue to be financially obligated for the Rent.

2. Payments:

- a. Rent, Membership, and/or other charges are to be paid to Gamma Phi Beta via electronic payment on its website commonly known as **www.gammaphibetaalphaiota.org**, or by check, cashier's check or money order to the address indicated in sub-section b below, or at such other place designated by Gamma Phi Beta. All payments must be received by Treasurer by the due date, otherwise they will be considered late.
- b. Housing and Membership documents and all other communications shall be submitted to: Alpha Iota of Gamma Phi Beta, Inc. c/o **Mackenzie Compton, 616 Hilgard Ave., Los Angeles, California 90024.**
- c. Housing Rental Fee:
 - i. The Deposit for all live-in Members is \$100.00 and is due no later than May 25th, 2011.
 - ii. The annual Housing Rental Fee, comprised of room and board, International Fees, Chapter Fees, recruitment, technology, and other fees is outlined in the Financial Packet, Schedule A attached as part of this package. Said Housing Fee is due no later than September 1, 2011.
 - iii. Quarterly paying members: The Member may elect to render payment on a Quarterly Basis which is defined as three payments due on the 1st day of September, December and March of the University academic year, as indicated by the Membership Contract and Financial Payment Plan Form. Members will be granted a three-day grace period. After the 3rd day of the month in which the payment is due, rent and/or dues will be considered delinquent. It is understood that if the financial office of Alpha

- Iota of Gamma Phi Beta has not received payment by the 3rd of the month, the Member's credit card charge account will automatically be debited the amount due utilizing the charge authorization. Additionally a late fee of six percent (6%) will be charged on each delinquent housing payment and up to \$50 on all non-housing delinquent payments. All payments may be debited to the Member's credit card to cover the service fee plus a 3% financial institution fee.
- iv. Monthly paying members: The Member may elect to render payment on a Monthly Basis which is defined as nine (9) monthly payments due on the 1st of each month beginning in September 2011 and continuing through May 2012, as indicated by the Membership Contract and Financial Payment Plan Form. Members will be granted a three-day grace period. After the 3rd day of the month in which the payment is due, rent and/or dues will be considered delinquent. It is understood that if the financial office of Alpha Iota of Gamma Phi Beta has not received payment by the 3rd day of the month, the Member's charge account will automatically be debited for the amount due utilizing the charge authorization. Additionally late fees will accrue as specified in Section 4.
 - d. It is the Member's and/or the Financially Responsible Party's responsibility to make sure that all payments are made timely and in full. Payments can be made with a credit card via the Internet at www.gammaphibetaalphaiota.org. In the event Member does not make a timely payment, Gamma Phi Beta will charge the Member's or Financially Responsible Party's credit card for said outstanding payment as stated herein. The Member hereby authorizes Gamma Phi Beta to automatically debit either her VISA or MASTERCARD for all rent payments on the 1st day of each month and hereby agrees to provide Gamma Phi Beta with a credit card authorization at the time of completing and signing the entire Financial Packet. Notwithstanding the foregoing, the credit card authorization does not shift the burden to Gamma Phi Beta to make charges to the credit card. It shall remain the sole and exclusive responsibility of the Member to ensure that payment is made. Credit card payments shall be subject to additional fees and charges imposed by the financial institutions.
 - e. It is understood that Financial Aid and/or Scholarship status does not in any way relieve the Member or the Financially Responsible Party from making all payments in a timely manner as outlined in the Financial Payment Plan Form schedule. Any Member on Financial Aid is responsible for paying by the University drop dates/class cancellation period. If special payment options are needed due to Financial Aid, arrangements must be made with Gamma Phi Beta *prior* to the due date. Late fees may apply, even if special arrangements are made.
 - f. The Member, and her Parent or Legal Guardian if she is a minor, expressly agrees that at the request of Gamma Phi Beta, The University of California, Los Angeles may hold the student records of a Member for failure to pay, when due, all room rental, food charges, and dues that apply uniformly to all members of the organization. The Member, and her Parent or Legal Guardian if she is a minor, expressly authorizes the University to place hold with full knowledge that the hold denies the student access to her transcript of academic records and precludes her from continued enrollment in the University. This hold does not impair or limit the organization from taking legal action with respect to the unpaid obligations for which the hold was made. The hold procedure is applicable and shall remain after the Member ceases to be a continuing student at UCLA and until such time the chapter removes the hold.
3. Security Deposit: The Security Deposit shall not exceed two times the monthly rent for unfurnished living quarters or three times the monthly rent for furnished living quarters. The total of the above deposits shall secure compliance with the terms and conditions of this Agreement and shall be refunded to Members within 30 days after the Premises have been completely vacated less any amount necessary to pay Gamma Phi Beta the following: a) any unpaid rent; b) cleaning costs; iii) key and/or lock replacement costs; iv) costs for repair of damages to the Member's assigned room above ordinary wear and tear; v) costs for repair of damages to common areas (common area damage will be assessed to the entire Chapter and charged to each member equally unless the responsibility is acknowledged by one or more members, then the damage will be charged to such members); and vi) any other amount legally allowable under the terms of this Agreement. A written accounting of said charges shall be presented to member within 30 days of move-out. If deposits do not cover such costs and damages, the member shall immediately pay said additional costs for damages to Gamma Phi Beta. During the term of tenancy, Member agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the costs of rectifying any damage or expense for which Member is responsible.
 4. Late Charge: Additionally a late fee of six percent (6%) will be charged on each delinquent housing payment and up to \$50 on all non-housing delinquent payments. All delinquent amounts shall be added to any payment of rent not made before three (3) days after the due date or for which a deficient (bounced) check or denied credit card shall have been given.

5. Utilities: Gamma Phi Beta shall pay for all utilities and/or services based upon occupancy of the Premises, except Member shall pay for their individual telephone, cable or internet access that enters their assigned room and is other than that which is provided by Gamma Phi Beta. Pursuant to Civil Code Section 1941.1, Gamma Phi Beta is responsible for providing one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order in residential dwellings. The Member is responsible for the telephone and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, the Member must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined that the problem is not in either the telephone or such wiring, the Member must notify the House Director, who will arrange for any necessary repair to the telephone jack or inside wiring. If the Member does not report such problems to the House Director and incurs a cost arranging the repair, Gamma Phi Beta shall not be liable for reimbursement to the Member.
6. Occupants: In order to qualify as a Tenant and live on the Premises the Member must comply with the following:
 - a. Be regularly enrolled as a full-time student, as defined by the University Registrar's Office, for the Term of this Agreement. Exceptions may only be made with the prior approval of Gamma Phi Beta's House Corporation Board.
 - b. Be a "member in good standing" of the Gamma Phi Beta Sorority, Alpha Iota Chapter at all times during the Term of this Agreement.
 - c. Membership in Gamma Phi Beta Sorority, Alpha Iota Chapter may not be in a probationary status or pending termination and expulsion proceedings.
 - d. Pay fees for room, meals and chapter dues in accordance with the dates and amounts specified in the Membership Contract and the Financial Payment Plan Form.
 - e. Adhere to the Gamma Phi Beta House Rules and Regulations, including the Gamma Phi Beta Alcohol and Visitation Policies, as well as the rules and regulations of the University and all applicable state and federal laws. Violation of the House Rules and Regulations may become the basis for disciplinary action, which may include termination of this Agreement, expulsion from Gamma Phi Beta, and immediate removal from the dwelling. A copy of the House Rules and Regulations are attached hereto.
 - f. Only the individual listed as a Member herein and the assigned roommate, AND NO OTHERS, shall occupy the subject property.
 - g. Guest(s) staying over three (3) days without the written consent of Gamma Phi Beta's House Corporation Board, shall be considered a breach of this Agreement. If approval is granted, Member shall pay additional rent at the rate of \$30.00 per day or 25% of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the Premises. Member shall also be responsible to pay for all meals the guests have while at the Alpha Iota Chapter house. Acceptance of additional rent or approval of a guest shall not waive any requirement of this Agreement or convert the status of any "guest" into a Member.

In the event Member no longer qualifies as a Tenant as stated above, Member agrees that she may be immediately locked out and/or removed from the premises without further judicial proceedings. Notwithstanding the foregoing, special arrangements may be made with Gamma Phi Beta for Member to collect her belongings.
7. Pets: No animal, fowl, fish, fish tank/aquarium, reptile, and/or pet of any kind shall be kept on or about the Premises, for any amount of time. In the event laws are passed or permission is granted to have any item prohibited by this Agreement, or if for any reason such items exists on the Premises, there shall be minimum additional rent of \$75.00 a month for each such item if another amount is not stated in this Agreement.
8. Furnishings and Boarding: Gamma Phi Beta shall provide a furnished single, double or multiple occupancy rooms in the Gamma Phi Beta Chapter House, Alpha Iota Chapter at the University of California, Los Angeles for the Term of this Agreement. Rooms assignments shall be administered by the Alpha Iota Chapter. Member shall not have liquid-filled furniture or small appliances such as personal refrigerators of any kind on the Premises. Gamma Phi Beta shall provide fifteen (15) meals per week, Monday through Friday (breakfast,

lunch, and dinner). Meals are not provided for Members on weekends or holidays, unless noted in the House Rules and Regulations.

9. Parking: No parking is provided. Members are to find their own parking either on the street or at the University. Parking in the house driveway is prohibited. In the event a Member parks in the driveway, Gamma Phi Beta reserves the right to tow said vehicle at the Member's or Financial Responsible Party's expense. Gamma Phi Beta will not be responsible for any damages and/or fees that occur to the Member's vehicle during towing.
10. Noise: Member agrees not to cause or allow any noise or activity or act in any threatening manner on the Premises that might disturb the peace and quiet of another Member. Said noise, activity or threatening behavior shall be a breach of this Agreement and cause for immediate termination.
11. Destruction of Premises: If the Premises become totally or partially destroyed during the Term of this Agreement so that Member's use is seriously impaired, Member or Gamma Phi Beta may terminate this Agreement immediately upon three-day written notice to the other party. Gamma Phi Beta may provide, in its sole discretion, comparable alternate housing it finds practical at such time.
12. Condition of Premises: Member acknowledges that she has examined the Premises and that said Premises, all furnishes, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the inventory sheet presented at the time of move-in, if any, and/or all other items provided by Gamma Phi Beta are clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement or specified on the inventory sheet. Member agrees to keep the Premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damages by Member, her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to Gamma Phi Beta in clean and good condition except for reasonable wear and tear; and, the Premises shall be free of all personal property and trash not belonging to Gamma Phi Beta. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear.
13. Maintenance and Alterations: Member shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or their equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays or other exhibits, modify or alter the room, its fixtures, furnishings, equipment or decorations on or in any portion of the Premises without the written consent of Gamma Phi Beta except as may be provided by law. Member shall deposit all garbage and waste in a clean and sanitary manner in to the proper receptacles as provided and shall cooperate in keeping the back portion of the Premises neat and clean. Member shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garage hauler of the building. Gamma Phi Beta shall provide housekeeping services for the common areas only (downstairs living areas, hallways, bathrooms, study lounges) of 616 Hilgard Ave. Housekeeping services shall not be provided for the individual sleeping rooms.
14. House and Laundry Rules: Member shall comply with all house and laundry rules as noted in the House Rules and Regulations, which may be changed from time to time. These rules shall apply to, but are not limited to, visitation policies, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. Gamma Phi Beta shall not be liable to Member for any violation of such rules by any other Member's or persons. Rights of usage maintenance of the laundry room are gratuitous and subject to revocation by Gamma Phi Beta at any time.
15. Change of Terms: The terms and conditions of this Agreement are subject to future change by Gamma Phi Beta after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to Member. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
16. Termination: The Premises shall be considered vacated only after all areas including storage areas are clear of all Member's belongings, keys and other property furnished for Member's use are returned to Gamma Phi Beta, the Room has been inspected, and the Member has officially checked out with the House Director. Should the Member hold over beyond the termination date or fail to vacate all possessions on or before the termination date, Member shall be liable for additional rent and damages, which may include damages due to Member's loss of prospective new Members.
 - a. This Agreement shall immediately terminate, without further notice to Member, upon the occurrence of any of the following events:

- i. The Member is no longer a full-time student at the University of California, Los Angeles whether they are dismissed by the University or voluntarily withdraws from the University; or
 - ii. The Member is no longer a member of the Alpha Iota Chapter of Gamma Phi Beta Sorority whether they are dismissed or voluntarily resigns, is no longer considered a “member in good standing”, is subject to disciplinary action, or her member status is changed to probationary;
- b. This Agreement may be terminated after the expiration of thirty (30) days written notice if:
- i. The Member or a member of her family suffers a serious illness, which requires the Member to spend the majority of her time off the campus of the University. Medical documentation must be submitted to Gamma Phi Beta’s House Corporation Board testifying to these circumstances; or
 - ii. Such other extenuating circumstances as Gamma Phi Beta’s House Corporation Board may determine from time to time in its sole discretion.
- c. In the event this Agreement is Terminated within this Section, the House Corporation Board may require that the Member: 1) find another member of Gamma Phi Beta Alpha Iota Chapter willing and able to move into the sorority house; 2) the replacement member must fully execute the required Housing and Financial Agreements; 3) the replacement member must pay the security deposit and first month’s rent; and, 4) the replacement member must be a “member in good standing.” Upon completion of these requirements the Gamma Phi Beta House Corporation Board may, in its sole discretion, release the Member from this Agreement.
- d. The Member may be subject to a three day notice, to perform covenant or quit, to pay rent or quit, or a notice to quit, whichever is appropriate, under any circumstances allowed by law, including without limitation the following:
- i. Failure to comply with this Agreement, including violation of Gamma Phi Beta House Rules Regulations and Policies.
 - ii. Failure to make required payments in accordance with the Membership Contract, Financial Payment Plan Form, and Housing Agreement, whether payment be to the Chapter or to the House Corporation.
 - iii. Failure to comply with any applicable state and/or federal laws, which are incorporated herein by reference.
- Notwithstanding the forgoing, if this Agreement is terminated subject to Subsection (a) above, Gamma Phi Beta will not be required to give notice or to serve Member with any Notice to Quit or other legal document, and Member will immediately and promptly vacate the premises, and Member further waives her right to any judicial proceedings or unlawful detainer action.
- e. In the event the Member is subject to a 3-Day Notice as stated herein, the entire amount remaining due shall be immediately due and payable.
- f. The Member shall remain financially responsible for all payments of room and board until the end of the Term or until Gamma Phi Beta releases said Member within the terms of this Agreement. In the event Gamma Phi Beta releases a Member a cancellation/termination charge of \$750.00 will be imposed as liquidated damages for members who cancel their Agreement as a result of withdrawal, transfer, dismissal, resignation, exclusion due to disciplinary action or graduation prior to the end of the Term. Gamma Phi Beta House Corporation Board may, in its sole discretion, waive the contract cancellation/termination fee if the Agreement is terminated as a result of circumstances beyond the Member’s control (i.e. Unanticipated medical or financial problems).
17. Possession: If Gamma Phi Beta is unable to deliver possession of the room to Member on the agreed date, because of the loss or destruction of the Room or the Premises or because of the failure of the prior Member to vacate or for any other reason, the Member and/or Gamma Phi Beta may immediately cancel and terminate this Agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession. Notwithstanding the foregoing, Gamma Phi Beta is not required to deliver possession of the room unless and until Member is current on Housing and Financial Payments. If possession is not given to Member due to failure to pay, this provision does not apply.
18. Insurance: Member acknowledges that Gamma Phi Beta’s insurance does not cover personal property damage caused by fire theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Gamma Phi Beta be held liable for such losses. MEMBER IS HEREBY ADVISED TO OBTAIN HER OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive Gamma Phi Beta’s duty to prevent personal injury or property damage where that duty is imposed by law. Renter’s insurance may be obtained

from commercial insurance companies; Gamma Phi Beta does not offer renter's insurance. The Chapter, Alpha Iota of Gamma Phi Beta, Inc. and their officers, directors, employees and agents shall not be responsible for any liability, injury, loss or damage to the Member or the Member's property resulting from fire, theft or any other cause, and Member shall indemnify and hold harmless the Chapter, Alpha Iota of Gamma Phi Beta, Inc., their officers, directors, employees and agents from and against any such liability, injury, loss or damage. The Member shall insure any property that she brings onto the chapter house Premises against the risk of loss or damage.

19. Right of Entry and Inspection: Gamma Phi Beta and Gamma Phi Beta's Agents, chapter officers, alumnae officers, and it's chapter, by themselves or with others, may enter an individual Member's room at any time, without notice, to inspect, clean, repair, smoke and fire alarm inspections, in any case of an emergency, for a building evacuation, to investigate compliance with or a potential violation of the House Rules and Regulations or suspected abandonment. Gamma Phi Beta shall give 24 hours advance notice to a Member or Member's roommate and may enter a Member's room to decorate, alter, improve, supply necessary or agreed services, ensure compliance with health and safety regulations, exhibit the room to prospective tenants, workmen or contractors, show the Premises to lenders, and/or for normal inspection and repairs. Gamma Phi Beta is permitted to make alternations, repairs, and maintenance that Gamma Phi Beta's judgment is necessary to perform. In addition, Gamma Phi Beta has the right to enter pursuant to Civil Code Section 1954. If the work performed requires cooperation of the Member to perform certain tasks, then Member shall perform those tasks upon receiving a 24-hour written notice. Member shall not unreasonably withhold her consent to any requested entry.
20. Assignment: Member agrees not to transfer, assign or sublet the Premises or any part thereof and hereby appoints and authorizes Gamma Phi Beta as her agent and/or by Gamma Phi Beta's own authority to evict any person claiming possession by way of any alleged assignment or subletting.
21. Partial Invalidity: Nothing contained in this Agreement shall be construed as waiving any of Member's or Gamma Phi Beta's rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
22. Waiver: Gamma Phi Beta's acceptance of rent with knowledge of any default by member or waiver by Gamma Phi Beta of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by Gamma Phi Beta of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
23. Attorney's Fees: If any legal action or proceeding be brought by either party of this Agreement the prevailing party shall be reimbursed for all reasonable attorneys' fees and costs in addition to other damages awarded. Due to the ever-increasing fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.
24. Abandonment: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and Gamma Phi Beta has a reasonable belief of abandonment of the Premises, Gamma Phi Beta shall give 18 days written notice to member at any place (including the rental Premises) that Gamma Phi Beta has reason to believe Member may receive said notice of Gamma Phi Beta's intention to declare the Premises abandoned. Member's failure to respond to said notice as required by law shall allow Gamma Phi Beta to reclaim the Premises.
25. Credit Reporting: Pursuant to section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on the Member's or the Financially Responsible Party's credit record may be submitted to a credit reporting agency, if the Member or Financially Responsible Party fails to fulfill the term of the credit obligation stated herein.
26. Miscellaneous:
 - a. Due to fire hazards, smoking, candles, incense, or other incendiary device, will not be allowed in or about the Premises.
 - b. The undersigned Member, and/or Financially Responsible Party, whether or not in actual possession of the Premises, is jointly and severally liable for all obligations under this rental Agreement, and shall indemnify

Gamma Phi Beta for liability arising prior to the termination of this Housing Agreement for personal injuries or property damage caused or permitted by Member, Member's guests and invitees. This does not waive Gamma Phi Beta's duty of care to prevent personal injury or property damage where the duty is imposed by law.

- c. Member is responsible for all keys issued and the proper use of all keys and locks. If a member loses her key she will be required to pay \$25 for a replacement. If a member loses her key more than once, the fee will increase to \$50 for each replacement requested. A resident must return her key when switching rooms, at the end of the school year or when she vacates the house in order to be eligible to receive return of her key deposit. Keys should not be left in the doors. In the event that a key is left in a door and breaks or any other damage to the lock is caused by the resident, the resident shall be responsible for the costs of the repair and/or replacement of the lock, including any locksmith service fees incurred. Member shall not duplicate any keys.
- d. Room selection will occur in accordance with the Alpha Iota Chapter rules and procedures, and will be held approximately May 2011 for the following academic year.
- e. In the event of dismissal or withdrawal from the University, or termination or expulsion from the Sorority due to disciplinary action or resignation, the Member shall immediately vacate the assigned room and Premises.
- f. In the event any section of this Housing Agreement, the Membership Contract or the Financial Payment Plan Form is breached said breach may result in any or all of the following actions: initiation of termination of tenancy proceedings, eviction, administrative action against the Member's status with the University, disciplinary proceedings by the Sorority.
- g. Gamma Phi Beta agrees to operate and maintain the house in compliance with University standards for approved student housing.
- h. Notification to Parents or Legal Guardians: In consideration of such room, board and membership benefits provided to the Member under this House Agreement, the Member does hereby grant permission to and authorize the Chapter and the House Corporation, and their officers, advisors, and representatives to contact, inform, and notify the Member's parents or legal guardian for and on behalf of the Member of and about any of the following events or circumstances:
 - i. Hospitalization of the Member at any health care institution or facility;
 - ii. Administration or provision of health or medical care, treatment, service or procedure by a health care provider to maintain, diagnose, or treat the Member's physical or mental condition resulting from an emergency, accident, injury, assault, serious health condition or other similar cause. "Health care provider" means a person who is licensed, certified, or otherwise authorized or permitted to administer health care in the ordinary course of business or practice of a profession by the law of this or any other state wherein Member requires health care;
 - iii. Incapacity or disability of Member requiring administration or provision of health or medical care as described in (b) above. The Chapter and the House Corporation and their officers, advisors and representatives shall determine to make such contact or notification to the Member's parents or legal guardian in good faith and in a manner they reasonably believe to be in the best interest of the Member and with the care an ordinary prudent person in a like position would exercise under similar circumstances. The Chapter and Gamma Phi Beta, and their officers, advisors and representatives shall not be liable for any action taken by them, or any failure to take action, if they perform and act in accordance and in compliance with this provision.
 - iv. Member and her parents, heirs and legal guardians (the "Releasing Parties") do hereby release, remise and absolutely forever discharge the Chapter and the Gamma Phi Beta, and all of their respective successors, assigns, affiliates, subsidiaries, officers, directors, advisors, employees, and agents ("Released Parties"), from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, which were asserted, or which could have been asserted, by the Releasing Parties in connection with or as a result of the above described contact or notification of Member's parents or legal guardians, whether now known or unknown, discovered or undiscovered, suspected or unsuspected, accrued or unaccrued.

27. Notices: All notices to Member shall be served at Member's room or sorority mailing address and all notices to Gamma Phi Beta shall be served to: Alpha Iota of Gamma Phi Beta, Inc. c/o Mackenzie Compton, 616 Hilgard Ave., Los Angeles, CA 90024.
28. Entire Agreement: This Agreement, the Membership Contract, and the Financial Payment Form constitutes the entire Agreement between Gamma Phi Beta and Member. No oral agreements have been entered into, and all modification or notices shall be in writing to be valid.
29. Receipt of Agreement: The undersigned Member has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."
30. Waiver of Further Proceedings: **I HEREBE AGREE THAT IT IS A PRIVILEGE TO LIVE IN THE PREMISES AND SAID PRIVILEGE CORRESPONDS TO MY MEMBERSHIP IN THE ALPHA IOTA OF GAMMA PHI BETA SORORITY. IF MY MEMBERSHIP IN ALPHA IOTA OF GAMMA PHI BETA IS TERMINATED, I AGREE THAT MY TENANCY RIGHTS HEREIN MAY BE IMMEDIATELY TERMINATED AND I SHALL BE EVICTED FROM THE PREMISES WITHOUT FURTHER COURT PROCEEDINGS AND HEREBY ACKNOWLEDGE MY WAIVER OF ALL RIGHTS TO ANY AND ALL EVICTION PROCEEDINGS.**

BY SIGNING BELOW, THE MEMBER AND/OR FINANCIALLY RESPONSIBLE PARTY or LEGAL GUARDIAN ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING AND AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

MEMBER SIGNATURE: _____
 PRINT NAME: _____
 DATE: _____

FINANCIALLY RESPONSIBLE PARTY SIGNATURE: _____
 PRINT NAME: _____
 DATE: _____

PARENT OR LEGAL GUARDIAN SIGNATURE:
 (IF MEMBER IS A MINOR): _____
 PRINT NAME: _____
 DATE: _____

HOUSE CORPORATION BOARD REP SIGNATURE: _____
 PRINT NAME: _____
 DATE: _____