

STANDARD STUDENT LEASE

FOR GOOD AND VALUABLE CONSIDERATION, the 737 Comstock Avenue, Inc. (the "Landlord"), and the Student, and the Student's undersigned parent(s) or legal guardian(s) do hereby agree, as follows: Read Entire Document Before Electronic Submission - The Student and Student's Parents agree to read the entire Room Only Contract before hitting the Submit button and signing electronically. The Student and Student's Parent acknowledges they have had an opportunity to seek legal counsel to assist them with understanding anything in this Contract they do not understand if such assistance is needed. The breakdown of your financial obligation depends on your selection:

\$10,800.00 for "Fall and Spring Semester - Room Only Base Rent"

\$6,900.00 for "Fall Semester Room Only Base Rent"

\$6,900.00 for "Spring Semester Room Only Base Rent"

\$400.00 for Security Deposit;

\$400.00 for Furniture Fund (first-time live-in, one-time only);

****\$1,500.00 for Single Semester Surcharge (included in the Fall Only or Spring Only rate)****

COMPLEX: Sigma Chi Fraternity Psi Psi Chapter House located at 737 Comstock Avenue Syracuse, New York 13210 and includes one (1) building, driveways, parking spaces, sidewalks and the related land operated by us (collectively the "Complex"). Parking permits are issued directly by the Chapter.

GUARANTOR: Means anyone who signs the Parental or Sponsor Guaranty attached to this Lease or who otherwise guaranties your obligations under this Lease.

LEASED PREMISES: This Lease is for a furnished room within the Complex (the "Room"), and not for any particular Room. We reserve the right to assign and change Room assignments in our discretion. We lease to you a Room together with up to one (1) co-Student if the Room (2), who has signed similar lease document (each referred to in this Lease as a "Co-Student"). This Lease will entitle you to occupy the Room with such Co-Student(s) and to enjoy the non-exclusive use of those areas of the Complex to which all other Complex Students have general access.

1. LEASE TERM. The Lease for Fall Semester starts on the Starting Date August 28, 2023 12:00 Noon, and ends at 12:00 NOON on the Ending Date December 18, 2023 and for Spring Semester starts on the Starting Date 12:00 Noon January 16, 2024 and Ending Date is at 12:00 NOON on the Ending Date May 8, 2024 (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of a Co-Student, bad health, or for any other reason, except for involuntary military service. You may not occupy the Room until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that the Room is not ready for occupancy by you on the Starting Date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until the Room is ready for your occupancy. If the Room cannot be occupied by you, we will have the right to terminate this Lease or to provide to you other accommodations within or outside of the Complex in which event this Lease shall continue with respect to such other accommodations until your Room is ready for occupancy. Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of the Room to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.

2. DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

- a. Together with the Co-Student(s) the Room which includes your use of one (1) Bedroom within the Room;
- b. Together with other Students of the Complex, your use in common with other Students of the Complex of those areas of the Complex to which all Students have general access; and
- c. Your joint use of the mail box that is assigned to you by us (the "Mail Box"). If the Postmaster serving the Complex has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mail Box, but we have and assume no liability for loss or delays in delivery and/or failure of delivery.

3. RENT AND ADDITIONAL CHARGES. With the exception of the first Rent installment, you will pay us each "Rent Installment", which shall include the Base Rent and other charges due from you under this Lease, on or before the days specified at the beginning of this Lease, without any demand from us for payment. Each Rent Installment is payable at the Complex business office (or such other place of which you are notified by us in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or any claim against us.

4. APPLICATION OF PAYMENTS. Payments under the Lease shall be applied in the following manner: 1st to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; 2nd to maintenance and repair costs due from you; 3rd to outstanding legal fees and/or court costs legally owed by you; 4th to outstanding utility bills that you owe; 5th to deposits (if any) or portions thereof due from you; and 6th to Rent.

5. All Utilities Provided Landlord shall provide electric, heat and hot water and WiFi internet. If Student wants television service contact the local service provider. You must comply with all the rules and regulations of the cable, telephone, internet and other utility service providers. We are not and will not be responsible or liable for any interruptions, surge, interruption, or failure of utility services in the Room or any damages directly or indirectly caused by the interruption, surge or failure. We are not and will not be liable for any damages and are not and will not be responsible to take any action if service to the Room fails or is interrupted or discontinued as a result of the violation any of the rules or regulations of the cable, telephone, internet service or other utility provider.

6. RELOCATION. If a Co-Student vacates the Room, we may enter into a lease with another Student to be a Student of the Room (who will then become a "Co-Student") unless you and any remaining Co-Student(s) in the Room agree to pay us as part of your Rent, your pro rata share of the Rent which would have been payable by the Co-Student who vacated. For purposes of operating efficiency, we reserve the right in our sole discretion, upon five (5) days advance written notice to you to relocate you to another Room in the Complex. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and a Student or Students in the Complex may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if a Co-Student was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of our right to consent to or deny any future relocation.

7. NON-REFUNDABLE FURNITURE FUND FEE. In addition to the Rent you agree to pay on our signing of this Lease a one-time non-refundable facilities fee of \$400.00 (the "Furniture Fee") for the use of facilities and amenities associated with the Complex. The Facilities Fee is non-refundable, becomes our property on our receipt and is not a security deposit. In particular, by payment of this fee you are in no way released from your obligations under this Lease to leave the Room in a good and clean condition, reasonable use and wear excepted.

8. FURNISHINGS. You assume full responsibility for the Room furnishings and other items furnished by us and agree to return them to us at the expiration of the Lease Term in as good a condition as when you receive them, reasonable wear and tear excepted. You will return all furniture to its original position prior to vacating the Room. You will not remove our furniture, fixtures, and/or furnishings from the Room for any purpose. You shall be responsible for and pay to us all loss, breakage or other damage to furnished items.

9. RIGHT OF ENTRY. We and our agents have the right to enter the Room at all reasonable times (or at any time in the event of an emergency) without notice to you and without your consent, to inspect, remodel, repair, maintain and protect the Room as we see fit, in our sole discretion. Further, we have the right to enter the Room at all reasonable times to show the Room to prospective Students, purchasers or representatives of insurance or lending institutions. You may not change the locks.

10. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the malicious, careless or criminal actions of a Co-Student, other Students of the Complex or other third parties. Also, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Room or the Complex for injury to person or property arising from theft, vandalism or casualty occurring in the Room or elsewhere in the Complex. We have no responsibility for the conduct of any Student of the Complex or their guests irrespective of whether such conduct is in violation of the Rules and Regulations or of such other Student's lease. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your property. You agree that no security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime or other bad behavior by others. Security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you agree that you will always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Room and Complex and/or any security system for the Room or at the Complex. We have not in any way stated or implied to you that security of person or property will be provided, promised or guaranteed or that the Complex was or will be free from crime.

11. DAMAGE OR DESTRUCTION OF PREMISES. If in our opinion, the Room is unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to other accommodations within or without the Complex. In the event of such damage or destruction to the Room your obligations to pay Rent will be waived only if we terminate this Lease, or do not locate you in another Room within the Complex or a reasonably similar accommodation in which event this Lease shall continue with respect to such other accommodation.

12. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay your Rent or any other amount owed as required by this Lease;
- b. You or your guest violates this Lease or any addendum to it, or violates the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the Co-Student(s) are disconnected or shut-off because of non-payment;
- d. You fail to move into the Room after completion of all required documentation, or if you abandon or apparently abandon the Room (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of the Room) or if you fail to vacate the Room when the Lease Term ends;
- e. You or a Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, preparation, sale or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, whether such conduct occurs in or outside of the Room or the Complex, and regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Room (whether or not we can establish possession by you);
- h. You fail to pay any charge (other than Rent which is covered by (a) above) within 10 days after it is due in accordance with this Lease;
- i. Your inability or refusal to adjust to the concept and requirements of living in an Room environment as evidenced by repeated complaints about you made by the other Students in the Complex or the staff in the Complex;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any illegal substance or other article or thing of an illegal or a dangerous nature anywhere in the Room or elsewhere in the Complex;
- k. You make an assignment for the benefit of creditors or file a bankruptcy petition or if a bankruptcy petition is filed against you and it is not dismissed within thirty (30) days; or
- l. You fail to timely do anything else you have agreed to do in this Lease.

13. REMEDIES. If you are in default or violation of this Lease, we can, without demand or notice (other than the notice that is required by law or in this paragraph which we must give) in addition to other remedies allowed by law:

- a. Sue you to collect past due Rent and any charge you owe and other damages we have incurred because of your default under this Lease;
- b. Terminate the Lease Term by giving you notice stating the Term has ended or the date it will end, and thereafter if you continue to occupy the Room, commence eviction or other proceedings against you after giving any further notice required by law;
- c. Sue to collect all unpaid Rent and other charges which would become due from you until the Ending Date of the Lease;
- d. To the extent permitted by applicable law, report all violations to credit reporting agencies;
- e. Take such other action as may be permitted by applicable law; and
- f. Do any combination of a, b, c, d or e.

The exercise of any remedy by us does not exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate and leave the Room or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

We have no obligation to mitigate our damages if you default under this Lease.

14. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("Rules and Regulations"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written in this Lease.

15. CONDITIONS OF PREMISES. An Room Condition Form will be provided to you at the time that you move into the

Room. Within 48 hours after you move-in, you are required to return the Room Condition Form and notify us in writing of any defect or damage in the Room; otherwise, the Room and the fixtures, appliances and furniture in the Room will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT THE ROOM AND THE FIXTURES, APPLIANCES AND FURNITURE IN THE ROOM IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE ROOM, AND THE FIXTURES, APPLIANCES AND FURNITURE IN THE ROOM. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of the Room or any part of the Complex including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Room by a Co-Student if we cannot determine who caused the damage). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within ten (10) days after we send you an invoice. In addition, you will be jointly and severally liable for all damages to the Room and any furnishings. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests of any of the Complex amenities and any of the furnishings, systems or components located in or about the Complex. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Until payment in full is received by us, your obligations to pay the charges described in this paragraph will continue after the Lease Term has ended.

16. RIGHT OF REFUSAL. Until we have executed this Lease, we shall have the right to refuse to lease the Room to you for any reason whatsoever or for no reason, PROVIDED, HOWEVER, such refusal may not and shall not be based on your race, creed, religion, sex, sexual orientation, color, marital status, familial status, military status, handicap, disability, ancestry or national origin or otherwise in violation of applicable law. In the event of a refusal, you shall be refunded, if paid by you to us, any prepaid Rent.

17. TERMINATION. Excepting to the extent provided in Section 11 of this Lease, no termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of the Room or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of the Room, and you waive any right, statutory or otherwise, to do so. No surrender of the Room by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

18. YOUR DUTIES UPON TERMINATION. When you leave, whether at or prior to the expiration of the Lease Term, the Room, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Room, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your personal property in the Room after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and to the extent permitted by applicable law, we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind.

19. CONSENT TO JURISDICTION. This Lease has been entered into in the County of Onondaga, New York. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Onondaga County, New York and you agree that any such Court is a convenient court.

20. GOVERNING LAW. This Lease is governed by and construed according to the laws of the State of New York. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

21. SEVERABILITY. The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision of this Lease. All other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. ATTORNEYS' FEES. If legal action or proceeding is started by us to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

23. ENTIRE AGREEMENT. It is understood and agreed that this Lease (which includes the Rules and Regulations) contains the entire agreement between you and us regarding your lease of the Room and it replaces any and all prior discussions, agreements, or understandings. This Lease controls over any conflicting terms which may be included on our website or

in any literature which you may have seen and no term or material from such website or literature is or will be a part of this Lease. There are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral or other promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

24. GENDER AND PRONOUNS. Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned Student of the Room and the Guarantor where applicable.

25. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

26. ASSIGNMENT. This Lease permits you, and only you (together with any Co-Student(s)), to live in the Room as your private residence. You may occupy the Room as your private residence and for no other purpose. While you cannot lease or sublease any part of the Room to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the assignee must take possession of the Room as a Student under this Lease before the assignment will be considered complete.

27. TIME OF ESSENCE. Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition contained in this Lease.

28. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any of our lender(s) will be superior to your rights under this Lease. You also agree that if we or our lender asks you to do so, you will sign an agreement with the lender confirming that the lender's rights are superior to your rights under this Lease. If we or our lender asks you to do so, you will also sign a certificate saying that we are not in default under this Lease (or specifying what any default is) and attaching a true copy of this Lease. You will sign and deliver the two agreements referred to above within ten (10) days of being asked to do so. If we violate any loan agreement or mortgage that we may have in relation to the Complex and a lender takes over ownership of the Complex, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Complex's lender(s). If our lender takes over ownership of the Complex, you agree that you will then be a Student of that lender and will accept and recognize any such lender (and accept and recognize any party to whom the Complex is sold if the lender's mortgage is foreclosed or if the Complex is given by us to our lender) as the "Owner" under this Lease, and in such case, every reference to "Owner" or us in this Lease shall apply to such lender.

29. SALES. Any sale of the Complex will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Complex will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

30. WAIVER. Our failure to enforce any term or condition of this Lease will not be a waiver or relinquishment of any right or remedy that we may have and will not be a waiver of any future breach of such term or condition.

31. HOLDING OVER. If you still occupy the Room past the Ending Date of the Lease Term or the date on which you are notified to vacate the Room, then you will be required to pay holdover rent in the amount of \$150.00 per day, or partial day, along with and in addition to all other amounts that you may owe under this Lease. No such holding over shall constitute a month to month tenancy or any other form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of the Room and damages from you.

32. NOTICES. All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Room. When the notice applies to more than one resident of the Room, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

33. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND US WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, THE ROOM OR THE COMPLEX, IN WHICH WE ARE ADVERSE TO EACH OTHER.

34. Electronic Signatures. You acknowledge and agree that the provisions of the New York State Electronic Signatures and Records Act will apply to this Lease. BY TYPING YOUR NAME BELOW, YOU ARE EXECUTING A LEGALLY BINDING LEASE AGREEMENT. YOU WILL NOT RECEIVE A PAPER COPY OF THIS LEASE FROM THE OWNER. YOU SHOULD SAVE A FULL COPY OF THIS LEASE FOR YOUR RECORDS

SIGNATURES.

737 Comstock Avenue, Inc.

By:

Student: By Electronic Signature Record

Psi Psi Member accepts the agreement above*