

# High Point University Greek Village

## TERMS OF PARTICIPATION

**THESE TERMS OF PARTICIPATION** (“Agreement”) are effective for the period beginning July 1, 2017 and ending June 30, 2020 and is made between High Point University (“University”) and \_\_\_\_\_, (“Organization”) the local chapter of an Inter/National fraternal social organization that is recognized by the University as a Greek organization in good standing.

### 1. Definitions

- 1.1. The term “House in the Greek Village” shall mean a designated facility which the Organization will occupy under this agreement, and shall include but not be limited to, a shared residential kitchen, foyer, chapter room, hallways, furnished bedrooms, an office, laundry facilities, and patio areas. Houses sleep fifteen (15) residents in seven (7) double bedrooms and one (1) single bedroom.
- 1.2. The term “Member” shall be defined as an active participant of an Organization who has been accepted into the Organization as an official member, is in good standing within the organization, is considered a new, associate, pledge, or aspirant member of the organization, and is a student actively enrolled at the University.
- 1.3. The term “Foyer” shall mean the large space just inside the first floor front door.
- 1.4. The term “Chapter Room” shall mean the large common space in the rear of the building on the first floor.
- 1.5. The term “Office” shall mean the office room attached to the Chapter Room on the first floor.
- 1.6. The term “Common Space(s)” shall mean any space in the main level of the house in the Greek Village not occupied by individual bedrooms.

### 2. Occupancy

- 2.1. Members may occupy the House only during the Academic year for the entirety of the Agreement.
- 2.2. The schedule of occupancy for the House in the Greek Village follows the residence hall schedule set forth by the University.
- 2.3. All members living a House in the Greek Village must also sign an individual housing agreement with the University.

### 3. Organization Responsibilities

- 3.1. Before Members are allowed access to a House in the Greek Village, the following additional criteria must be satisfied:
  - 3.1.1. Carry and maintain, at the Organization’s expense, a comprehensive general liability insurance policy covering the House in the Greek Village. Such insurance will include host liquor liability coverage in the amount specified for bodily injury. The Organizations Members and Officers shall be insured under such policy. The University, its employees, officers, agents, trustees, and directors shall be named as additional insured under the policy. Proof of such insurance shall be provided on an annual basis to the Office of Student Life at the beginning of the Agreement.

- 3.1.2. The Organization and its members shall insure all personal and chapter property, and shall not expect the University to insure such property.
- 3.1.3. The Organization must be recognized by the University as a registered Greek organization.
- 3.1.4. The Organization's charter must be recognized by its inter/national headquarters.
- 3.1.5. The Organization must be in good standing with the University and with its inter/national headquarters.
- 3.1.6. Each Member who resides in a House in the Greek Village will enter into a housing contract with the University, which will govern the tenancy of the individual student. Each Member will be required to pay the fee set forth by the University for residing in the House, which may include costs additional to the University's comprehensive fee.

### 3.2. Occupancy Requirements

- 3.2.1. During the entire term of this Agreement, the Organization must maintain a sufficient number of Members to occupy each bed in the House in the Greek Village for the entire academic year.
- 3.2.2. Prior to the University housing lottery, the Organization must provide the names and room assignments for members that wish to live in the house for the following academic year. All Members on this list must meet a 2.5 cumulative grade point average at the time of assignment. Should a space become available the Organization must find a replacement within seven (7) days or pay a daily rate for the empty bed space.
- 3.2.3. Greek housing shall be considered priority housing. Individuals assigned to a chapter house in the Greek Village shall not be permitted to utilize the University housing wait list process.
- 3.2.4. During the academic year, in the event a Member wishes to vacate the House in the Greek Village, the Organization has seven (7) days from the time the Member vacates the bed space, to occupy the same bed space with another eligible Member.
- 3.2.5. After seven (7) days, if the bed is unoccupied, the Organization will be charged the daily rate of the bed space for each day that the bed is unoccupied. If the Organization fails to pay off all debt to the University incurred by unoccupied beds, the Organization may become ineligible to reside in a House in the Greek Village at the date of termination or renewal of this Agreement.

### 3.3. House Conditions

- 3.3.1. Chapters may choose to have a stage in their house. Stages must be inspected by a university contractor at the beginning of each academic year. Stages are limited to the alcove area located opposite of the kitchen and next to the restrooms on the first floor of the house. Stages may not exceed this area. **Stages may not exceed 18" in height.**
- 3.3.2. Should a chapter choose to add a stage to the house, they must notify the Office of Greek Life prior to beginning construction. The University reserves the right to remove stages at any time.
- 3.3.3. No alterations (i.e. painting walls, etc.), additions, fixtures, or modifications to the House in the Greek Village or the wiring, heating, plumbing, ventilation systems, or cabling will be made without the prior written consent of the University. Approved areas of modification outlined in this agreement are the exceptions. Such modifications shall become the property of the University unless a prior agreement to the contrary has been reached.

Furthermore, any costs associated with repair as a result of alterations, modifications, or damage, shall be the responsibility of the Organization.

- 3.3.4. The organization is allowed to have two walls painted in the house, the Chapter Room wall closest to the front entrance of the House and the Foyer wall opposite of the staircase. These walls may only be painted one color and both walls must be the same color. The cost associated with painting the Chapter Room wall will be the responsibility of the University. The cost associated with painting the Foyer wall will be the responsibility of the Chapter. The timeline for painting will be determined by the University and the labor will be provided by University Campus Enhancement.
- 3.3.5. The organization must work with the University to determine the placement of wall hangings. Only framed items can be hung in the House in the Greek Village. Labor will be provided by University Campus Enhancement at a pre-determined schedule.
- 3.3.6. The organization may not hang anything outside of the House in the Greek Village at any time unless approved by the University. No members may hang items in between the window blinds and window at any time as outlined in the Guide to Campus Life.
- 3.3.7. The chapter may elect to have University Campus Enhancement remove any common room furniture. The University will not add or trade out furniture.
- 3.3.8. Members shall be responsible for damage done in or to their bedroom, excepting normal wear and tear. Normal wear and tear is determined by the University and its employees or affiliates. The Organizations and its Members shall be liable for any damage done in or to the remainder of the House in the Greek Village or any common area of the Greek Village that arises from the actions of the Organization, its Members and guests, excepting normal wear and tear.
- 3.3.9. All personal property placed in the common spaces is done so at the risk of the Organization/Members. The University will not accept any responsibility for the loss of or damage to personal property.
- 3.3.10. Furnishings, carpet, paint, etc., will be replaced or renewed when deemed appropriate by the University within a reasonable maintenance timeframe. Within an expense allowance established by the University, the organization is responsible for co-selecting, with the University and within the guidelines for purchasing set by the University, the furnishings, carpet, paint, etc., for the Chapter Room, Foyer, and Office. Any accessories and upgrades to the standard décor (floorings, wall, ceiling, foyer lighting, furnishings, etc.) or cost greater than the expense allowance will be paid for by the Organization at a date to be set by the University. All modifications are subject to the University's written approval. Such modifications/purchases, including furnishings, once made, become the property of the University unless a prior agreement to the contrary has been reached.
- 3.3.11. The Organization and its Members shall keep the House in the Greek Village in compliance with all applicable health and safety rules, including University and local fire rules and regulations (i.e. cluttering or blocking fire escapes or fire escape routes, etc.).
- 3.3.12. The Organization and its Members shall keep the House in the Greek Village clean and in sanitary condition and shall not permit any person to destroy, deface, or remove any part of the house in the Greek Village. The Organization and its Members shall promptly advise the University of any situation or condition that requires repair or maintenance.
- 3.3.13. The University will provide basic cable TV packages to the individual bedrooms and chapter room.

- 3.3.14. The Organization and its Members and guest shall abide by the University Alcohol policy, and federal, state, and local laws, statutes, ordinances, and regulations regarding the possession and consumption of alcohol.
  - 3.3.15. Members and the organization, must abide by all policies set forth in the Student Guide to Campus Life at all times during the Agreement and each occupancy term.
  - 3.3.16. The Organization may not store alcoholic beverages in the kitchen refrigerator at any time.
  - 3.3.17. The University will conduct routine maintenance on houses in the Greek Village during the summer months. The chapter will be required to prepare the house for this work including but not limited to: removing wall hangings, moving furniture and rugs not provided by the University. The University shall in good faith provide a timeline and outline of expectations for summer preparations.
  - 3.3.18. The chapter shall be able to use room 101, commonly known as the office, for storage during the summer months. The University will change the locks on this space. All items left remain left at the chapter's risk.
- 3.4. If the Organization violates any provision in this Section 3, the University may declare a breach of this Agreement and may terminate the Agreement, requiring the Organization and its Members to vacate the House in a reasonable period of time.

#### 4. Housekeeping

- 4.1. Housekeeping will be provided by University Campus Enhancement for public areas and common spaces. Campus Enhancement will clean the foyer, halls, stairwells, chapter room, kitchen, laundry facilities, patio, public bathrooms, and office during the workweek. The schedule of such cleaning will be determined by Campus Enhancement. The Organization is responsible to taking out trash and cleaning major issues after a social event. If the organization has made no effort to clean or has not cleaned sufficiently, the Office of Student Life will be notified and will determine the appropriate sanction for the Organization. Cleaning above and beyond routine (i.e. waxing floors) shall be requested in writing by the Organization to the Office of Student Life.

- 4.2. Housekeeping details are outlined in exhibit A

#### 5. Right of Entry; Inspections

- 5.1. The University has the right to possess card/key access to all locks on all doors and windows in the House in the Greek Village and to use those cards/keys to allow for the performance of maintenance or repairs of any type, to conduct routine and periodic health and safety inspections, to respond to emergencies, and/or to assure compliance with applicable laws and University policy.
- 5.2. Routine health and safety inspections of individual bedrooms will be performed at least three (3) times per year - at Fall, Winter and Spring breaks. Repairs and maintenance of a non-emergent nature will be performed with reasonable notice to Members. The University may inspect all public areas, including but not limited to Chapter rooms, kitchens and public restrooms, without advance notice to the Organization and its Members.
- 5.3. In the event the University discovers damage to the House in the Greek Village, health and safety hazards, or violations of University policies, the University will provide written notice to the Organization and Member(s) of such damages, hazards or violations. Upon receipt of notice, Organization and Member(s) shall immediately correct such damages, hazards or violations. In

the event Organization and Member(s) fail to satisfactorily correct such damages, hazards or violations, the University may declare a breach of this Agreement and the Organization may become ineligible to reside in a House in the Greek Village.

- 5.4. In the event the University repairs damage revealed in an inspection, University would invoice the Organization for cost incurred, excepting normal wear and tear. The Organization will be responsible to reimburse the University for such costs by a dates set between the Organization and the University. Failure to promptly reimburse the University when due may result in the determination of a breach of this Agreement and the Organization may become ineligible to reside in a House in the Greek Village.

## 6. Signage

- 6.1. The Organization is permitted to display on the exterior surface of the House in the Greek Village, Greek letters that are necessary to identify the Organization. The University will provide such emblems or letters. All other displays are prohibited unless approved in writing by the University.

## 7. Termination

- 7.1. Access to use the House in the Greek Village shall automatically terminate at or before the end of the semester in which any of the following events occurs:
  - 7.1.1. The Organization fails to pay the University any monetary amounts due and owing on or after the date specified by the University in accordance with this Agreement.
  - 7.1.2. The Organization is unable to obtain and/or maintain insurance as required by this Agreement.
  - 7.1.3. The Organization is no longer recognized by the University for any reason.
  - 7.1.4. The Organization's charter is revoked by its inter/national headquarters.
  - 7.1.5. The Organization fails to maintain Member occupancy, or fails to pay the monetary penalty for failing to maintain occupancy, as set forth by this Agreement.
  - 7.1.6. The Organization violates any provision of this Agreement.
- 7.2. In the event of the loss of a House in the Greek Village under any condition, the University reserves the right to deny the Organization's request to occupy a House in the Greek Village during the unexpired portion of the original term.
- 7.3. If the Organization loses University recognition or the Organization's Charter is revoked, Members will be reassigned within the residence hall system.

## 8. Abandoned Property

- 8.1. In the event that personal property of the Organization or its Members remains in the common spaces not designated as summer storage or in Member bedrooms after the right of occupancy has expired, the University reserves the right to treat the property as abandoned property. Any cost of removal and/or storage will be the responsibility of the Organization or its Members.

## 9. Resident Assistants

- 9.1. The Organization must have a Resident Assistant employed by the University for the entirety of the Agreement and for each occupancy term. At a time set by University, the Organization will

provide the names of Members on to apply for the Resident Assistant Position. The Members must complete the Resident Assistant Selection Process set forth by the University.

- 9.2. Organizations should submit three qualified names for the RA selection process. If the organization fails to submit the minimum number of applications for the Resident Assistant Selection Process, or the names submitted are deemed unacceptable candidates, the university reserves the right to hire an unaffiliated student as the Resident Assistant for the organization.
- 9.3. Should the Resident Assistant hired for the Greek house be terminated or otherwise removed from the position, the University may ask the chapter for new candidates.
- 9.4. In certain cases, the University may appoint a new RA to the Greek house.

The president of the chapter is not eligible to be the Resident Assistant of the chapter house.

#### 10. Destruction

- 10.1. If at any time during the term of this Agreement, the House in the Greek Village shall be totally or partially destroyed by fire, earthquake, or other calamity, then University shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Organization and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, Members will be reassigned in other University housing. If the University elects not to rebuild or repair said House in the Greek Village, University shall so notify Organization by written notice and thereupon this Agreement shall terminate. In the event of termination of this Agreement under this clause, the Organization shall have a reasonable period to vacate the House in the Greek Village.

#### 11. Force Majeure

- 11.1. Neither University or Organization shall be required to perform any term, condition, or covenant in this Agreement (excluding payment obligations) so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions, by any government authority, civil riot, floods, and any other cause not reasonably within the control of the University or Organization is unable, wholly or in part, to prevent or overcome.

#### 12. Entire Agreement and Modification

- 12.1. This Agreement constitutes the entire understanding between parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, related hereto. Any amendment hereof must be in written form, signed by both parties, and approved by University.

#### 13. Governing Law; Forum

- 13.1. This Agreement shall be governed by and constructed under the laws of the State of North Carolina, which shall be the forum for any lawsuit arising from or incident to this Agreement.

#### 14. Indemnification

- 14.1. Organization agrees to hold the University, its board of Trustees, officers, and employees harmless for any liability from any claims actions, causes of action, suits or proceedings, together with any and all losses, costs, attorney's fees or related expenses asserted by any person or persons for bodily injury, death, or property damage resulting from Organization's occupation of use of a portion of the house in the Greek Village, or that arise out of any negligent or intentional act or omission of Organization or one of its Member or guests.

## Exhibit A

### Campus Enhancement Cleaning

Campus Enhancement housekeeping will maintain only the 1st floor common spaces. Each house will receive routine cleaning on Mondays and twice a week they will receive detailed cleaning. Campus Enhancement will not clean chapter property (including rugs, furniture, etc). Issues regarding cleaning should be sent to the Assistant Director of Greek Life.

#### 1. Routine Cleaning: Mondays

##### 1.1 Vacuuming Stairs

##### 1.2 Clean Front Entry Glass

##### 1.3 Remove trash from, university provided trash can only, in kitchen and bathrooms

##### 1.4 Clean and Restock all restrooms with soap, tissue, and paper towels as needed

##### 1.5 Mop kitchen and Bathroom floors

#### 2. Detailed Cleaning: Tuesday - Friday

The following house are addressed Tuesday and Thursdays: 870,710,890,730,770,765.

And the following houses are addressed Wednesday and Fridays:785,830,790,825,

845,810.

##### 2.1 Doors: Clean entrance front and rear doors, door jams, and glass. Clean push plates & door handles

##### 2.2 Floors: vacuum carpet and remove stains. Sweep floors and remove foreign matter. Wet Mop floors & clean floor drains.. Clean baseboards.

##### 2.3 Furniture: Clean and dust all furniture and fixtures, window sills, blinds, ledges, open Areas, vents. Vacuum fabric furniture, spot walls, and chair bottoms.

2.4 Bathrooms: Clean bathroom walls, switch plates, and partitions. Remove graffiti immediately. Clean commodes: tops, base, sides, and wall behind. Clean sink bowl top, Inside, hardware, and underneath. Clean dispensers, countertops, and all of bathroom drains. Restock all restrooms with soap, tissue, and paper towels. Dust vents and wall fan and partitions

2.5 Common areas: Sweep and mop floors. Clean baseboards, high and low dust, remove debris within 10 feet of entrances.

2.6 Trash and recycling: Empty and clean trash receptacles replace soiled or torn liners. Remove recycling as scheduled.

2.7 Emergency Stairwell: Mopped and swept twice weekly

2.8 Laundry Room: ( Staff is not responsible for picking up clothes or any other items that are Left in the area).

2.9 Kitchen:

2.9.1 Staff is not responsible for removing or cleaning dish or other items on / in sink and counter tops, stove/oven or microwave

2.9.2 Counter tops.: We will wipe clean all empty counter tops space

2.9.3 Wipe front of cabinets refrigerator, stove and microwave

2.9.4 High dust

Staff can will only clean houses that are in reasonable condition. If house are found to be unacceptable or have damage, the staff will report these houses to CE Manager and Assistant Director of Greek life. Once reported staff will continue to the next house on their cleaning schedule. If house is not to a reasonable condition by end of shift, the house will forfeit their cleaning for that day and staff will return on the next scheduled cleaning.

**IN WITNESS WHEREOF**, the authorized representatives of the parties, which specifically includes Organization's current Chapter President and at least one alumni/ae representative, have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Organization:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Chapter President: \_\_\_\_\_

Signature: \_\_\_\_\_

Graduate/ Alumni/ae Advisor: \_\_\_\_\_

Signature: \_\_\_\_\_

**High Point University**

Office of Student Life Representative: \_\_\_\_\_

Signature: \_\_\_\_\_