

**CARNEGIE MELLON UNIVERSITY
GREEK HOUSING LEASE**

This Greek Housing Lease is entered into this ____ day of _____, 2017 to be effective as of July 1, 2017 between Carnegie Mellon (hereinafter defined) and [the Greek Organization (hereinafter defined). **OR** _____ Housing Corporation, a _____ having a principal place of business located at _____ (“Housing Corporation”), for and on behalf of the Greek Organization (hereinafter defined).]

WITNESSETH:

Carnegie Mellon and [the Greek Organization **OR** the Housing Corporation for and on behalf of the Greek Organization], intending to be legally bound, do hereby agree as follows:

I. DEFINITIONS

The following terms used in this Lease have the following definitions:

“Carnegie Mellon” means Carnegie Mellon University, a Pennsylvania non-profit corporation located at 5000 Forbes Avenue, Pittsburgh, Pennsylvania 15213.

“Councils” means the “Interfraternity Council”, the “Panhellenic Council”, and the “Multicultural Greek Council”, and are the governing organizations for Fraternities and Sororities recognized by Carnegie Mellon through the SLICE Office.

“Facility” means the residential facility and premises located on Carnegie Mellon’s Pittsburgh, Pennsylvania campus at _____ and the Garage, both of which are leased to the Greek Organization on the terms and conditions set forth in this Lease.

“Fraternity” or “Sorority” means a group of current Carnegie Mellon students, joined together for a purpose related to a fraternal organization, which is officially recognized as a student organization by Carnegie Mellon and one of the Councils.

“Garage” means the garage or covered storage space on Carnegie Mellon’s Pittsburgh, Pennsylvania campus known as and/or located at _____ (which garage or covered storage space may change from time to time during the Term as determined by Housing Services depending on the needs of Carnegie Mellon, and such garage or covered storage space as changed from time to time hereunder, shall be the “Garage” for purposes of this Lease).

“Greek Housing Policies” means the policies, rules and regulations of Housing Services, as the same are changed, amended and/or added and published from time to time, that govern the conduct of persons and/or activities within and/or relating to Fraternity and Sorority housing facilities at Carnegie Mellon, including the Facility.

“Greek Organization” means _____ [need to specify legal entity/relationship to National Organization (so that Carnegie Mellon understands the legal relationship for purposes of understanding who its tenant is, such as Delta Tau Delta, Delta Beta chapter, being a _____ of _____)].

“Greek Financial Sign-Over Form” means the Housing Services form required to be completed and signed by each Resident (and other Members as determined by the Greek Organization), and committing the signor thereof

to pay any assessments indicated therein and to abide by, among other things, all policies, rules and regulations of Carnegie Mellon.

“House Manager” means the Member of the Greek Organization which has been designated by the Greek Organization to serve as the single point of contact for the Greek Organization with Housing Services for purposes of implementing the terms and conditions of this Lease (i.e., handling all related matters) on behalf of the Greek Organization. Each Greek organization is required to maintain and designate a Member to serve as the Greek Organization’s single point of contact to implement the terms and conditions of this Lease on behalf of the Greek Organization. Notwithstanding the foregoing, the Greek Organization may designate its treasurer or president to be the single point of contact with Housing Services for any rent or billing matters under this Lease, with all other matters being handled by the House Manager.

“Housing Services” means the Office of Housing Services at Carnegie Mellon, the administrative unit within Carnegie Mellon which has the primary responsibility for implementing the terms and conditions of this Lease on behalf of Carnegie Mellon in cooperation with the SLICE Office and, unless otherwise specified herein, the Director of Housing Service or his or her designee will serve as the primary contact in administering the terms and condition of this Lease on behalf of Carnegie Mellon.

“Lease” means this Greek Housing Lease.

“Leave of Absence” means a student leaves Carnegie Mellon by either taking a leave of absence (leaving Carnegie Mellon with the firm and stated intention of returning) or by withdrawing from Carnegie Mellon (leaving Carnegie Mellon with no intention of returning).

“Margaret Morrison Facility” is a 16-bed Facility known at Carnegie Mellon as 101, 102, 103, 104 and/or 105 Margaret Morrison Apartments.

“Member” means any Carnegie Mellon student who is an active or new member of a Fraternity or Sorority.

“Resident” means any Carnegie Mellon student who resides in the Facility and meets the Resident Requirement specified herein.

“SLICE Office” means the Student Leadership, Involvement and Civic Engagement Office at Carnegie Mellon, which among other things, provides resources for Greek organizations and governing bodies that comprise the Fraternity and Sorority community at Carnegie Mellon.

“Student in Good Standing” means a Carnegie Mellon student that is in good standing with Carnegie Mellon, as determined by the student’s enrollment status maintained by Carnegie Mellon’s Enrollment Services, Carnegie Mellon’s Student Accounts Office and/or the SLICE Office.

“Term” of this Lease shall mean July 1, 2017 through June 30, 2020, unless otherwise terminated earlier as provided in this Lease.

II. OCCUPANCY AND RESIDENCE

Occupancy and Residence; No Subletting. Unless otherwise agreed in writing by the Director of Housing Services, the Greek Organization agrees that, in accordance with the policies, rules and regulations of Carnegie Mellon, it will only permit Students in Good Standing who are Members of the Greek Organization to reside in the Facility who, as a condition of residence in the Facility, sign a completed Greek Financial Sign-Over Form each fall and spring semester (and, when applicable, each summer semester) committing the student to pay any fees and other amounts indicated therein and to abide by the policies, rules and regulations of Carnegie Mellon, including the Greek Housing Policies (the “Resident Requirement”). In addition to the foregoing, unless otherwise agreed in writing by the Director of Housing Services, during the fall and spring semesters occurring

during the Term, the Greek Organization must have a minimum occupancy of **28** Residents and a maximum occupancy of **32** Residents residing in the Facility (or a minimum occupancy of **14** Residents and a maximum occupancy of **16** Residents residing in the Facility in the case of a Margaret Morrison Facility), in each case by the dates specified in the Greek Housing Policies. The Greek Organization and the Residents are responsible for the financial obligations of this Lease regardless of whether the Greek Organization attains the foregoing minimum occupancy requirements.

The Greek Organization may accommodate guests and visitors (i.e., invitees) of Residents at the Facility for periods of less than three consecutive days, or more than three consecutive days with the prior written approval of both the SLICE Office and Housing Services. Except as specified in the foregoing, no one other than Residents may reside at the Facility at any time. The Greek Organization and its Residents may not have subtenants or boarders at the Facility.

Roster of Members and New Members, including Residents. The Greek Organization agrees to provide both the SLICE Office and Housing Services with a roster of all its active Members and new Members each Fall and Spring semester (and, when applicable, each Summer semester) by the dates specified in the Greek Housing Policies. The roster must include the list of all of the Members who are Residents, including each Member's name, Andrew ID, assigned room number within the Facility, and participation in the Greek Organization meal plan (if applicable). Changes in Resident occupancy at the Facility must be timely updated (i.e., within two (2) business days) upon occupancy change.

In the event that the Greek Organization fails to provide the foregoing roster information to the SLICE Office and Housing Services by the date specified for the relevant semester, the Greek Organization will be assessed a \$250 late fee for that semester, which late fee shall be added to the amounts due from the Greek Organization and its Residents under this Lease and payable by the Greek Organization and its Residents as provided herein.

Compliance with Laws, Policies, Rules and Regulations; Background Checks for Service Personnel. The Greek Organization agrees not to use or permit the use of the Facility in violation of any applicable law, rule or regulation, or in violation of any of the policies, rules and regulations of Carnegie Mellon, including the Greek Housing Policies, or in any manner deemed by Carnegie Mellon or its insurers to be a fire or safety hazard. Items that are not permitted in Carnegie Mellon student accommodations can be found in the Greek Housing Policies. The operation of any business venture within the Facility is prohibited.

All individuals or contractors engaged or employed by the Greek Organization to perform services to it and/or its Residents at the Facility (such as caterers or chefs) must have passed appropriate criminal background checks (see background check in the Greek Housing Policies) prior to performing any services at the Facility. Carnegie Mellon must be consulted by the Greek Organization in advance regarding the proposed engagement or employment of any individual or contractor to perform services at the Facility and/or that will otherwise enter Carnegie Mellon property that has a criminal history and reserves the right to exclude any such individual or contractor from performing services and/or otherwise entering Carnegie Mellon property that has a history that may create a safety concern for Carnegie Mellon students and/or employees or property as determined by Carnegie Mellon.

Unless otherwise noted in the Greek Housing Policies, all Residents at the Facility must comply with the policies, rules and regulations of Carnegie Mellon and Housing Services. These policies, rules and regulations are specifically made part of this Lease by reference. The rights granted in this Lease are subject to such additional rules and regulations governing the conduct of occupants and/or guests of Fraternity and Sorority housing facilities which are promulgated by Carnegie Mellon and/or Housing Services. The Greek Housing Policies will reference the university code of conduct and Housing Services-specific policies. Violation of such policies, rules and regulations may result in whatever disciplinary and punitive action Carnegie Mellon and/or Housing Services believes is reasonable and warranted, including but not limited to immediate cancellation of this Lease, restitution, fines, semester closures, and/or the temporary or permanent removal of the relevant Resident from the Facility and/or campus housing.

Failure to Meet Occupancy Requirement. The Greek Organization and its Residents will be notified/sanctioned according to the Greek Housing Policies for failure to attain the minimum occupancy requirement.

Winter Break and Summer/Summer Semesters.

The Greek Organizing should reference the Greek Housing Policies for requirements and appropriate closure dates. A minimum of five (5) Residents must occupy the Facility during each official winter break, and a minimum of five (5) Residents must occupy the Facility during each summer/summer semesters, in order for the Facility to remain open. During the Term, Housing Services will require the Facility to be semi-closed or closed for at least one summer in order for Housing Services to adequately address any required or desired deferred maintenance. Housing Services will work with the Councils to determine a calendar which will be maintained on as a Greek Housing Policies.

During the periods where the Facility is not open and/or required to be closed, the gas to the commercial kitchen must be turned off.

III. RENT AND OTHER OBLIGATIONS; PAYMENT/GREEK FINANCIAL SIGN-OVER FORMS; DELINQUENCIES

Rent.

The Greek Organization is responsible for dividing its rent and other financial obligations under this Lease among Residents and/or Members, according to the assessment authority of its officers, and for collecting and remitting the assessed funds to Carnegie Mellon, by way of direct payment or through the Greek Financial Sign-Over Forms. Regardless of method of payment, **ALL Residents of the Facility must sign a completed Greek Financial Sign-Over Form committing to pay any fees and other amounts indicated therein** and to abide by the policies, rules and regulations of Carnegie Mellon and/or Housing Services as Carnegie Mellon housing resident students, even if the Resident's Greek Financial Sign-Over Form indicates that Resident is not obligated for room fees (i.e., the form indicates a "\$0.00" room (rent) fee assessment).

The initial annual rent for the Facility at the commencement of the Term is **\$257,325** (or **\$128,656** in the case of a Margaret Morrison Facility). The annual rent will increase annually effective as of each subsequent July 1 during the Term, as follows: effective July 1, 2018, the annual rent is **\$270,192** (or **-\$135,089** in the case of a Margaret Morrison Facility), and effective July 1, 2019, the annual rent is **\$283,701** (or **\$141,843** in the case of a Margaret Morrison Facility). Carnegie Mellon will assess the Greek Organization's account for the annual rent in two equal installments (and which, together, total the annual rent for the Facility for the year) in August and December of each year.

Responsibility for Payment of Rent and Other Charges.

Except as otherwise provided in this Lease, the Greek Organization and its Residents are liable for all unpaid rent. The Greek Organization and the Residents are, except as otherwise expressly set forth in this Lease, individually (for each Resident's pro rata share, unless a greater amount is otherwise specified in this Lease or required by the policies, rules and regulations of Carnegie Mellon and/or Housing Services) and collectively responsible for paying all amounts (including rent) and other fees, charges and assessments authorized by this Lease and/or the policies, rules and regulations of Carnegie Mellon and/or Housing Services (including vandalism charges, fines, fees and the cost of special projects not specified by this Lease) and which are assessed on monthly invoices from Housing Services. When such fees, charges and assessments exist, payments by the Greek Organization to Carnegie Mellon will first be used to satisfy these fees, charges and assessments before any remaining payment may be used to reduce the amount of outstanding rent (or other charges or assessments due).

Monthly Invoicing and Interest for Late Payment.

Housing Services will provide the Greek Organization with a monthly invoice (generally by the 15th of each month) that outlines all account activity and current financial standing. Invoices are due and payable in full to Carnegie Mellon by the 15th day of the following month from the invoice date. The Greek Organization and its Residents are liable to Carnegie Mellon for payment of interest accruing at the rate of one and one-half percent (1.5%) per month on any unpaid account balance, until paid. Fees, charges and assessments appearing on a monthly invoice and paid in full by the due date will not bear interest. Failure to pay in full any unpaid delinquent balance after March 1st of each year will result in Carnegie Mellon directly billing each Resident an equal share (based on each Resident's pro rata share, unless a greater amount is otherwise specified in this Lease or required by the policies, rules and regulations of Carnegie Mellon and/or Housing Services) of the balance directly to the Residents' Carnegie Mellon student account (refer to the Greek Financial Sign-Over Form).

The House Manager (or the treasurer or president of the Greek Organization to the extent the same has been designated as the single point of contact with Housing Services for any rent or billing matters under this Lease) of the Greek Organization must contact Housing Services about disputed charges and credits promptly, in writing, for resolution, and in any event within thirty (30) days of being notified of the relevant charge(s) (including by way of the relevant monthly invoice).

Greek Financial Sign-Over Forms.

The Greek Organization agrees to cause each Resident to sign and furnish to Housing Services a completed Greek Financial Sign-Over Form. All Residents of the Facility must sign a completed Greek Financial Sign-Over Form committing to pay any fees and other amounts indicated therein and to abide by the policies, rules and regulations of Carnegie Mellon and/or Housing Services as Carnegie Mellon housing resident students, even if the Resident's Greek Financial Sign-Over Form indicates that Resident is not obligated for room fees (i.e., it indicates a "\$0.00" room (rent) fee assessment).

Carnegie Mellon agrees to accept a completed Greek Financial Sign-Over Form from any Student in Good Standing at the time the form is signed. Except as otherwise specified herein, a completed Greek Financial Sign-Over Form will be accepted as a form of payment by the Greek Organization and the Residents toward the rent and other financial obligations to Carnegie Mellon under this Lease as specified on the student's form, and as the individual student's authorization to place the assessment amount indicated on the student's form on the student's account with Carnegie Mellon. The Greek Organization agrees to cause these completed forms to be submitted to Housing Services within the time frames specified in the Greek Housing Policies. Should a student not be a Student in Good Standing at any time, Housing Services has the right to not assess (i.e., charge) the student's student account. Should this occur, the Greek Organization and the remaining Residents are, except as otherwise expressly set forth in this Lease, individually (for each Resident's pro rata share, unless a greater amount is otherwise specified in this Lease or required by the policies, rules and regulations of Carnegie Mellon and/or Housing Services) and collectively responsible for paying the balance of that amount.

The amount collected during the relevant period (e.g., a month) by Carnegie Mellon through these Greek Financial Sign-Over Forms is required to match the Lease rent amount for that semester. Any outstanding debt will be billed according the process listed above. Any excess amount collected will be applied to the Greek Organization's costs not covered by the Lease, and will not be credited or paid back to the Greek Organization.

If a Greek Financial Sign-Over Form cannot be accepted or needs to be canceled by Carnegie Mellon in accordance with the policies, rules and regulations of Carnegie Mellon and/or Housing Services (such as due to the fact that the student is not then a Student in Good Standing), or Carnegie Mellon has not assessed the student's student account due to the fact that the student is not then a Student in Good Standing, Housing Services will notify the House Manager of the Greek Organization in writing. For Greek Financial Sign-Over Forms that are not accepted or cancelled, or in the event that Carnegie Mellon has not assessed a student's student account, in each case as aforesaid, Housing Services will timely notify the Greek Organization. The Greek Organization must immediately (within two (2) business days) notify Housing Services when a Resident does not return at the start of a semester or terminates Membership during a semester.

Except as indicated above or as otherwise provided in the policies, rules and regulations of Carnegie Mellon and/or Housing Services, Carnegie Mellon will not otherwise cancel a Greek Financial Sign-Over Form without written authorization from the House Manger.

In cases where a Resident and/or Member disputes charges that have already been assessed to his or her Carnegie Mellon student account through a Greek Financial Sign-Over Form, or when the Greek Organization has difficulty collecting money owed which has not been assessed through Carnegie Mellon, Housing Services will make a referral to the SLICE Office to assist the disputing parties in finding resolution. Only the SLICE Office may direct Housing Services to process a refund from a disputed charge.

No Processing of Member Payments Other than Rent.

The Greek Organization may **not** use the Greek Financial Sign-Over Form to request Housing Services to process Member (i.e, non-Lease related) payments for the Greek Organization such as Greek Organization's national dues or chapter dues.

Delinquent Balances.

Failure to pay in full any unpaid delinquent balance after March 1st of each year will result in Carnegie Mellon directly billing each Resident an equal share (based on each Resident's pro rata share, unless a greater amount is otherwise specified in this Lease or required by the policies, rules and regulations of Carnegie Mellon and/or Housing Services) of the balance directly to the Residents' Carnegie Mellon student account (refer to the Greek Financial Sign-Over Form). The Greek Organization is not permitted to "roll-over" debt, and the Greek Organization's account must be paid in full according to the monthly invoices. Should such a delinquency occur, in addition to any other right afforded to Carnegie Mellon (i) the Facility will be closed for the summer/summer semesters immediately following the said delinquency, and (ii) this Lease may, at Carnegie Mellon's option, be terminated by written notice to the Greek Organization.

IV. CHANGE OF RESIDENCE AND REFUNDS

For *campus housing*, if the Chapter and a Member gives written notice to Housing Service of a planned move from a campus residence into the Facility, the Member may cancel the Member's Housing License Agreement (HLA) with Housing Services, subject to the following conditions (housing reservation fees are refunded according to Carnegie Mellon's published schedule only):

For the *fall semester*, a full refund of housing room charges will be made for HLAs cancelled on or before August 1st. After August 1st and before the start of the fall semester, any request to cancel HLAs to allow Members to move into the Facility must be submitted in writing and will be reviewed by the Housing Services staff. Only cancellations that Housing Services deems legitimate and appropriate will be approved.

For the *spring semester*, HLAs may be cancelled to allow Members to move into the Facility to fill any vacancies created at the end of the fall semester due to graduation, Leave of Absence, suspension or study abroad. Only cancellations that Housing Services deems legitimate and appropriate will be approved.

First-year students will not be permitted to move into the Facility.

During the *fall and spring semesters*, if a Resident leaves Carnegie Mellon due to a Leave of Absence, suspension, study abroad or similar, the Resident will not be entitled to receive any refund, pro-rated or otherwise, of Greek housing fees paid, unless and until Carnegie Mellon and the Greek Organization (through written authorization of its House Manager) have agreed to cancel the relevant Resident's signed Greek Financial Sign-Over Form (in whole or in part); it is understood, however, that a Resident will be entitled to receive a pro-rata refund of Greek housing fees paid in the case where the Greek Organizaion has pulled a

Member from campus housing (as and when permitted above) to fill the vacancy created by the Resident who has left Carnegie Mellon as a replacement Resident.

For *Carnegie Mellon Dining Services*, requests for meal plan refunds will be evaluated according to the then-existing Carnegie Mellon Dining Services refund policy. Details related to this policy are available from Carnegie Mellon Dining Services, and on line at the Carnegie Mellon Dining Services website.

V. EXTERNAL FURNISHINGS AND SIGNAGE

The Greek Organization is permitted to furnish the patio space of the Facility with approved exterior furnishings, and signage on the exterior of the building is limited to one large set of letters, one small set of letters, and one small coat of arms, all of which must be approved by the SLICE Office and Housing Services. Specifications related to signage and exterior furnishings are detailed in the Greek Housing Polices.

VI. UTILITIES AND CABLE TELEVISION

Carnegie Mellon will pay directly for electric, gas, water, sewer and/or steam utilities to and services for the Facility. The Greek Organization must use and cause its Residents to use in a reasonable manner all utilities and services for which Carnegie Mellon is responsible. In the event that any of the forgoing utilities or services are used unreasonably or wasted by the Greek Organization or its Residents and/or any of their Members or invitees, then the Greek Organization and the Residents shall pay as an additional amount due hereunder the costs incurred by Carnegie Mellon for such excessive use or waste, and such additional amount shall be added to the amounts due from the Greek Organization under this Lease and payable by the Greek Organization and its Residents as provided herein.

Carnegie Mellon also provides cable television services at the Facility identical to that which is provided in its campus residence halls. Cable television service at the Facility is provided through a third party service provider (with whom Carnegie Mellon has a contract) in each Resident's room and specified public areas within the Facility. Cable television programming is consistent campus-wide, and Residents are responsible for following published rules and regulations, including the prohibition against altering television cable or data communications cables. Such rules and regulations are available through Carnegie Mellon's Computing Services Telecommunications office.

Carnegie Mellon shall not be responsible for failure to provide or for delay in providing any utilities or services insofar as that failure is occasioned by accident, strike, riot, crime, flood, outages, mistake, circumstances beyond Carnegie Mellon's control or other events of force majeure.

VII. MAINTENANCE AND DAMAGES; CLEANING

Except as otherwise specified in this Lease, only Carnegie Mellon's Facilities Management Services (FMS) is authorized to perform maintenance work (including routine maintenance work) and capital improvement projects within the Facility. However, rather than FMS, the Greek Organization may elect to change light bulbs at the Facility or perform work that has been authorized to be completed by the Greek Organization in advance and in writing by Housing Services.

Except as otherwise specified in this Lease, Carnegie Mellon is responsible for maintaining the Facility, including its common areas, all Carnegie Mellon-owned kitchen equipment and appliances located at the Facility, including but not limited to water fountains, dishwashers, stoves, refrigerators, freezers, refrigerator/freezer combinations, deep fryers, broilers, exhaust hoods, stainless steel work surfaces and sinks and garbage disposals, and for maintenance of the driveway, the storm drains and exterior lighting. The Greek Organization understands that, except in the case of student or Resident health or safety, the extent of

maintenance performed each year is limited by Carnegie Mellon's annual budget for these services, and therefore is subject to priorities set by Carnegie Mellon. Within Carnegie Mellon's annual maintenance expense budget limitations, Carnegie Mellon will first perform work related to safety and structural integrity ahead of other functional or aesthetic repairs, and ahead of improvements beyond as-is conditions.

The Greek Organization agrees to utilize the assigned Carnegie Mellon Facility Staff to obtain maintenance and facilities services in a timely manner. The assigned Carnegie Mellon Facility Staff Member will be the Greek Organization's primary point of contact for maintenance and facilities issues and works, to better ensure that maintenance is provided to the Facility in an appropriate and timely manner. The Greek Organization's House Manager will be the primary point of contact between the Greek Organization and Housing Services for maintenance and facilities needs at the Facility. The Greek Organization is responsible for promptly advising the assigned Carnegie Mellon Facility Staff Member when repairs are necessary through the Housing Services work order system.

The Greek Organization may not access the mechanical rooms (electrical, plumbing, data/telecommunications closet, etc.) or roof areas of the Facility (roof access panels are locked by Carnegie Mellon and may not be opened by the Greek Organization for any reason).

Damages.

Unless responsible individual(s) are held accountable, the Greek Organization and its Residents are individually and collectively responsible for the cost to repair damages (including damages caused by vandalism or negligence) to the public areas (including the outside or exterior areas) of the Facility (normal wear and tear excepted) and/or the costs of repairs or maintenance resulting from the negligent or intentional acts or omissions of the Greek Organization or its Residents, Members or invitees as determined by Carnegie Mellon, which costs will be assessed by Housing Services and included in the monthly invoices referenced in Section III. RENT AND OTHER OBLIGATIONS; PAYMENT/GREEK FINANCIAL SIGN-OVER FORMS; DELINQUENCIES of this Lease, and payable by the Greek Organization as provided herein. The Greek Organization must appeal in writing any such assessed damages, repairs or maintenance to Housing Services within thirty (30) days of being notified of the relevant assessment (including by way of the relevant monthly invoice). Unless responsible individual(s) are held accountable, the cost to repair damages to an individual Resident's room in the Facility (normal wear and tear excepted) will be assessed by Housing Services to the specific Resident(s) whose room has been damaged.

Additional Services (Trash Removal; Snow Removal; Grass Cutting).

Carnegie Mellon provides the following grounds keeping services at the Facility: trash and recycling removal from dumpsters on an as needed based on volume, grass cutting, snow removal from the common walks and steps located along the perimeter of the Facility and within the interior of the quadrangle to one entrance door of the Facility, the driveway, and the garage area, in each case in the same manner and within the same time frames as the other Carnegie Mellon facilities.

Housekeeping Services and Cleanliness Guidelines; Cleaning.

During the *fall and spring semesters*, Carnegie Mellon agrees to provide Carnegie Mellon-contracted housekeeping services at the Facility. The primary responsibility of Carnegie Mellon's housekeeping services will be to address the routine cleaning needs at the Facility (excluding the kitchen) as requested by the Greek Organization within the guidelines established by Housing Services and detailed in the Greek Housing Policies. Housing Services retains the right to increase scheduled housekeeping services provided at the Facility when determined by Carnegie Mellon to be in the best interests of the Facility and/or the Residents at the Greek Organization's and Residents' expense (as further specified in the next paragraph). The Greek Organization may request additional services at the Greek Organization's expense for special occasions (recruitment, family weekend, etc.) through the maintenance request process stated above.

Except as otherwise indicated in the paragraph immediately above, the Greek Organization is responsible for keeping the interior and exterior of the Facility, including the patio, Garage, and grounds, in a clean, safe, sanitary condition, free of rubbish and debris. Kitchen cleanliness will be the responsibility of the Greek Organization (see Section VIII. KITCHEN REQUIREMENTS; COOKS AND CATERERS; AND MOVEABLE EQUIPMENT/APPLIANCES below). The Greek Organization agrees that in the case where specific space at or within the Facility fails to meet reasonable standards of cleanliness (which shall be deemed to mean the premises is clean, maintained and free from rubbish, refuse and dirt), as determined by Carnegie Mellon and/or the Greek Organization, Carnegie Mellon may have the specific space cleaned and the Greek Organization and the Residents will be responsible for the costs of same if the cause of the failure or the cleaning is the responsibility of the Greek Organization under this Lease, and said costs will be payable by the Greek Organization and the Residents as provided in this Lease. The Greek Organization will first be notified that specific space at the Facility fails to meet the cleanliness standards and requires cleaning. Mandated cleaning, at the Greek Organization's and the Residents' expense, can commence on the second business day after the Greek Organization is notified if the Greek Organization does not clean the specific space at issue so that it meets the reasonable standards of cleanliness defined above (however, as specified in Section VIII. KITCHEN REQUIREMENTS; COOKS AND CATERERS; AND MOVEABLE EQUIPMENT/APPLIANCES below, kitchen cleanliness is subject to the one business day notice standard). By way of example, in a case where the Greek Organization is notified on a Monday, mandated cleaning can commence on the immediately following Wednesday morning if the specific space at issues is not cleaned by then, and if the Greek Organization is notified on a Thursday, mandated cleaning can commence the immediately following Monday morning if the specific space at issue is not cleaned by then. Exceptions to the foregoing second business day rule apply to hallways and stairwells within the Facility that are defined as fire escape routes when found by Carnegie Mellon to contain obstructions, or other similar immediate health and/or safety-related hazards, will be cleaned immediately at the Greek Organization's and the Residents' expense, and the costs of same shall be payable by the Greek Organization and Residents as provided in this Lease.

Maintaining the Facility during Official Winter Breaks and the Summer Months.

The Greek Organization agrees to maintain the same standards of cleanliness required by this Lease both during the academic year, and during each official winter break and the summer/summer semesters. To this end, in order to remain open during each official winter break and/during the summer/summer semesters, the Greek Organization must maintain a House Manager responsible for providing to Housing Services, by the dates specified in the Greek Housing Policies, a roster of all Residents who will reside in the Facility during the relevant winter break and/or summer/summer semesters, and a signed Greek Financial Sign-Over Forms for all Residents who will reside in the Facility during the summer/summer semesters, and must maintain cleanliness standards at the Facility during each break and summer/summer semesters. A minimum of five (5) Residents must occupy the Facility during each official winter break, and a minimum of five (5) Residents must occupy the Facility during each summer/summer semester, in order for the Facility to remain open. During the summer months, Carnegie Mellon may, at the Greek Organization's request, provide eight (8) hours of cleaning service each week at the expense of the Greek Organization (at a cost of \$250 or then equivalent charge per week). As specified above, mandated cleaning, at the Greek Organization's and the Residents' expense, can commence on the second business day after the Greek Organization is notified if the Greek Organization does not clean the specific space at issue so that it meets the reasonable standards of cleanliness defined above.

VIII. KITCHEN REQUIREMENTS; COOKS AND CATERERS; AND MOVEABLE EQUIPMENT/APPLIANCES

If the Greek Organization is operating a full-service kitchen at the Facility, the Greek Organization must apply for annually and be granted a permit by the Allegheny County Health Department (by December 15th of each year). A copy of this permit is required to be displayed at the Facility in the permit holder provided, and at the location at the Facility specified, by Carnegie Mellon. A copy of the permit is also required to be provided to the Facility Staff Member each year. The Greek Organization may not operate a kitchen at the Facility without the proper permit from the Allegheny County Health Department. In addition, no person may cook at the Facility without proof of proper Allegheny County Health Department certifications. If a cook is not

certified, Carnegie Mellon will lock the kitchen until a certification for the cook is provided to Carnegie Mellon or the Greek Organization obtains a certified cook.

If the Greek Organization employs one or more cooks, the Greek Organization's cooks must be covered by workman's compensation insurance purchased by the Greek Organization at its expense. Proof of workman's compensation insurance must be provided to Carnegie Mellon prior to the relevant cook performing services at the Facility. If the Greek Organization engages a caterer or similar independent contractor to serve as an alternate to a cook, the caterer or similar independent contractor must carry the insurance required by Section XV. INSURANCE for the benefit of Carnegie Mellon (as if the caterer or similar independent contractor was "Greek Organization" therein), and certificates evidencing proof of insurance must be provided to Carnegie Mellon, or acceptable alternative arrangements must be made with Housing Services, prior to the commencement of the performance of services by the caterer or similar independent contractor at the Facility.

Kitchen cleanliness will be the responsibility of the Greek Organization (however, Housing Services will deep clean the kitchen, and the Carnegie Mellon-provided kitchen equipment located at the Facility, once annually during each summer break occurring within the Term). The kitchen will be inspected during the weekly walkthroughs of the Facility by the Facility Staff Member. If the kitchen's cleanliness is found to be deficient, the Greek Organization will be given one (1) business day to clean it to standards. In the event Carnegie Mellon determines that the kitchen has not been cleaned to standards after such period, Carnegie Mellon may have the specific space cleaned and the Greek Organization and the Residents will be responsible for the costs of same, and such costs will be payable by the Greek Organization and the Residents as specified in this Lease. The Greek Organization may also request kitchen-cleaning assistance at its expense through the maintenance request process stated above.

Kitchen cleanliness will be determined in accordance with the Allegheny County Health Department's guidelines. Carnegie Mellon will make these guidelines available to the Greek Organization's House Manager annually. The assigned Carnegie Mellon Facility Staff Member and/or the Allegheny County Health Department may enforce these guidelines and maintain the authority to close a kitchen for violating health and safety guidelines until the Greek Organization takes the appropriate corrective action(s).

Housing Services will maintain a supply of chemicals for the kitchen dish machines at the Facility, and will provide reasonable quantities of the chemicals to the Greek Organization as needed and/or as determined by Housing Services and the Greek Organization. Due to Carnegie Mellon's contractual obligations with the equipment supplier, chemicals provided by Housing Services are the only chemicals which may be used in the kitchen dish machines at the Facility. The Greek Organization will be provided with these chemicals at the start of each semester.

The Greek Organization is responsible for providing and maintaining or replacing, at its expense, removable, non-built-in equipment, furnishings and appliances at the Facility including, but not limited to kitchen equipment such as an ice machine, meat slicer, food mixer, microwave oven, pots, pans and utensils.

During the periods where the Facility is not open and/or required to be closed, the gas to the commercial kitchen must be turned off.

None of the Margaret Morrison Facilities have or may operate a full-service kitchen.

IX. ACCESS

While access to the Facility is provided to Residents through Carnegie Mellon, the Greek Organization is responsible for assisting with this process through submission of current rosters of Residents to Housing Services by the dates specified in the Greek Housing Policies. In addition, each semester, Housing Services will provide master access to the House Manager and one other representative of the Greek Organization designated by the House Manager that is a Resident of the Facility. This master access will be reactivated by Housing

Services each semester. During the summer/summer semesters, the designated House Manager will have master key access for one week only at the beginning and end of the summer semester. The Greek Housing Policies will maintain the calendar of which week will be granted to the House Manager.

The Greek Organization's Residents will also have access to the main entrances of the Facility. The Greek Organization is responsible for assisting with this process through submission of current rosters of Residents to Housing Services by the dates specified in the Greek Housing Policies.

X. GARBAGE COLLECTION

Carnegie Mellon will provide external garbage collection sites including recycling containers located at or near the Facility. The Greek Organization is responsible for removing garbage from the Facility to these collection containers and to recycle trash items according to Housing Service's guidelines, including the following: (i) all kitchen or other organic materials must be bagged before being placed in any open container, and (ii) "construction debris" must not be placed in any trash compactor. Recycling guidelines including the disposal of kitchen oil are available from Housing Services. Extra containers for trash removal will be provided by Carnegie Mellon at the beginning and ending of each semester, and at other times when reasonably requested by the Greek Organization.

XI. PEST CONTROL

Carnegie Mellon administers a general pest control program for all campus housing buildings. This service includes scheduled whole house (public and private areas) extermination during the summer months and kitchen and basement extermination during the winter break. The Greek Organization agrees to follow Carnegie Mellon's guidelines in order to prepare the Facility for extermination. Services needed during non-scheduled times may be obtained by the Greek Organization through the maintenance request process specified above, and charges for same may be the responsibility of the Greek Organization if Carnegie Mellon determines that the reason for the service is due to the fault or negligent or intentional acts or omissions of the Greek Organization or its Residents, Members or invitees. The Greek Organization is responsible for promptly advising the assigned Carnegie Mellon Facility Staff Member when pest control services are needed other than during scheduled times.

XII. CAPITAL IMPROVEMENTS

Carnegie Mellon prepares an annual capital budget that reflects projected capital expenditures for its facilities including repair/replacement of fixtures, roof, patio, grounds and common areas of those facilities. The decision to make or forego major capital improvements is based on various factors, including Carnegie Mellon's prioritized list of facilities to be improved, repaired or constructed, construction timetables, cost estimates and the projected impact on debt, lease payments and annual rentals.

All capital improvements, including addition and replacement of facilities leased by a Fraternity or Sorority from Carnegie Mellon, including the Facility, must be approved by Carnegie Mellon (with input from the Fraternity and Sorority community with respect to facilities leased by a Fraternity or Sorority).

Carnegie Mellon will schedule and execute capital improvements and/or repairs of the Facility, if any, so as to minimize the disruption to Residents at the Facility where practical for Carnegie Mellon to do so. Should a major renovation need to occur during the term of any lease, including this Lease, Carnegie Mellon may elect to close the Facility during the summer months. The Greek Organization will be notified in advance but will be required to maintain no occupancy during the summer/summer semesters.

XIII. LIFE SAFETY EQUIPMENT AND SYSTEMS

Carnegie Mellon is responsible for the maintenance of the life safety equipment and systems located at the Facility, such as sprinkler systems, battery operated and hard-wired smoke and heat detectors, fire alarm wiring, indicators and pull stations, fire extinguishers, and the fire suppression system in kitchen areas. Carnegie Mellon will perform maintenance of these equipment and systems as necessary and often. The Greek Organization may not alter or disengage these equipment and systems in any way. The Greek Organization is responsible for promptly advising the assigned Carnegie Mellon Facility Staff Member when repairs are necessary through the Housing Services work order system at times other than scheduled times (e.g., if the Greek Organization discharges a fire extinguisher).

XIV. NO PARKING

The Facility does not include parking facilities or spaces. No parking facilities or spaces are being leased or provided to the Greek Organization or any of its Residents under this Lease. Parking spaces at Carnegie Mellon are assigned or leased through Carnegie Mellon's Parking & Transportation Services.

XV. INSURANCE

During the Term, the Greek Organization must obtain and maintain, at its expense, the insurance specified in **Addendum I**. Annually, the Greek Organization must also provide evidence satisfactory to Carnegie Mellon that it has obtained and is currently maintaining the required insurances specified in Addendum I. **The Greek Organization is not permitted to occupy the Facility if it cannot meet and provide evidence to Carnegie Mellon that it has met the insurance requirements specified in Addendum I.**

In addition, if the Greek Organization employs one or more cooks or other employees, the Greek Organization's cooks/employees must be covered by workman's compensation insurance purchased by the Greek Organization at its expense, and the Greek Organization must procure at the Greek Organization's expense, employer's liability insurance, as follows:

Workers' Compensation	Statutory
and Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease -Policy Limit
	\$1,000,000 Disease-Each Employee

Proof of the foregoing insurance must be provided to Carnegie Mellon prior to the Greek Organization's cook or other employee performing services at the Facility.

If the Greek Organization engages a caterer or similar independent contractor to serve as an alternate to a cook and/or to perform services to it and/or its Residents at the Facility, **the caterer or similar independent contractor must carry the insurance required by Addendum I for the benefit of Carnegie Mellon (as if the caterer or similar independent contractor was "Greek Organization" therein), and certificates evidencing proof of insurance must be provided to Carnegie Mellon, or acceptable alternative arrangements must be made with Housing Services, prior to the commencement of the engagement at the Facility.**

XVI. NO LIABILITY FOR PERSONAL PROPERTY AND OTHER LIMITATIONS ON DAMAGES

The Greek Organization and its Members, Residents and its or their respective invitees are responsible and liable for, and shall hold Carnegie Mellon harmless from, any and all injury and damage to persons or property caused, directly or indirectly, by the Greek Organization's and/or its Members', Residents and/or invitees' fault or negligent, willful or intentional acts or omissions (including injury or damage caused by defective property). The Greek Organization and its Members and Residents and invitees are responsible and liable for insuring

its/his/her/their own personal property, including for losses due to fire, smoke, water and theft. Carnegie Mellon is not responsible or liable for any loss or damage to the Greek Organization's and/or its Members', Residents' and/or invitees' personal property and does not provide any property or liability insurance coverage for any of its/his/her/their benefit. Carnegie Mellon reserves the right to store at no liability for a limited period of time (for a period not to exceed 90 days), discard, sell or donate personal property or any other belongings remaining at the Facility on termination of this Lease. Carnegie Mellon reserves the right to charge the Greek Organization and/or the relevant Member or Resident a fee for any storage of personal property or other belongings remaining at the Facility.

XVII. RIGHT OF ENTRY AND INSPECTION

Carnegie Mellon reserves the right for authorized representatives of Carnegie Mellon to enter the Facility at any time to plan or perform maintenance, whenever it determines a clear and present danger exists or whenever Carnegie Mellon's policies, rules or regulations require or authorize such entrance (for example, Carnegie Mellon and/or its authorized representatives, including Carnegie Mellon security personnel, may enter the public areas of the Facility at any time to determine whether any laws or Carnegie Mellon policies, rules or regulations are being violated therein). Whenever possible and appropriate, entry into individual Resident rooms will be announced 24 hours in advance (however, Carnegie Mellon reserves the right to enter Resident rooms in the Facility whenever a clear and present danger or violation of Carnegie Mellon policies, rules or regulations is believed by Carnegie Mellon to be occurring, or whenever Carnegie Mellon's policies, rules or regulations require or authorize such entrance). Should a Resident request a repair to a Resident's room through the maintenance request process (i.e., Housing Services work order system), the request is deemed to be an acknowledgement by and agreement of the Resident that a Carnegie Mellon staff member may enter a Resident's room in the future to address the outstanding repair. Also, Housing Services Facilities Staff will enter the Facility unannounced to inspect the Facility from time to time; however, whenever possible or appropriate, the Staff will coordinate in advance with the House Manager.

XVIII. TERM AND TERMINATION; BREACH

Term. The Term of this Lease is defined above. The Term of this Lease may be terminated earlier (i) at any time by mutual written agreement of authorized representatives of both the Greek Organization and Housing Services, or (ii) at Carnegie Mellon's option, in the event that the Greek Organization is no longer in good standing (as defined by the SLICE Office), or (iii) at Carnegie Mellon's option, in the event that the Greek Organization is in breach of any of its obligations under this Lease (including the Greek Organization's obligations to comply with Carnegie Mellon policy), and fails to cure said breach within twenty (20) days of receipt of written notice of such breach from Carnegie Mellon, or (iv) as otherwise provided by this Lease.

Surrender at Termination; Breach. Upon termination of this Lease, the Greek Organization and the Residents shall surrender (i) possession of the Facility to Carnegie Mellon, including the giving up of all other property and equipment of Carnegie Mellon provided to the Greek Organization for use in connection with the Facility under this Lease, and (ii) the Facility in as good condition as when received, ordinary wear and tear excepted, free and clear of all Greek Organization and/or Resident- or Member-provided furniture, personal property and debris and in a broom-clean condition.

In the event that the Greek Organization is in breach of this Lease or the Greek Organization is no longer in good standing (as defined by the SLICE Office) as provided above, Carnegie Mellon may re-enter, forcibly or otherwise, and take possession of the Facility to perform any of the obligations of the Greek Organization hereunder at the Greek Organization's and Residents' expense (and associated charges will be included in the monthly invoices referenced in Section III. RENT AND OTHER OBLIGATIONS; PAYMENT/GREEK FINANCIAL SIGN-OVER FORMS; DELINQUENCIES of this Lease as provided above), or in the event that Carnegie Mellon shall terminate this Lease, Carnegie Mellon may re-let the Facility, with the costs of such re-letting to become an additional charge due under the terms of this Lease. Entry by Carnegie Mellon into the

Facility to enforce any of its rights or carry out any of its duties under this Lease shall in no event constitute constructive eviction of the Greek Organization, nor shall Carnegie Mellon be liable for any action or prosecution therefor as a result of such entry.

If the Greek Organization or any of its Residents and/or Members fails to remove any of their equipment, furniture or other personal property at termination, Carnegie Mellon may remove and store at no liability for a limited period of time (for a period not to exceed 90 days) the same at the expense of Greek Organization (or relevant Resident or Member), discard, sell or donate personal property or any other belongings remaining at the Facility on termination of this Lease. In the event of any such sale on behalf of the Greek Organization (or relevant Resident or Member), such public or private sale shall be performed in such manner as is commercially reasonable with any proceeds thereof first applied to the costs thereof, then to any expenses including reasonable attorneys' fees and disbursements, and other expenses related to the storage and sale of the foregoing and the payment of any other amounts owed hereunder by the Greek Organization (or relevant Resident or Member).

XIX. LEAD-BASED PAINT DISCLOSURE

To fully comply with Federal EPA regulations regarding communications about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned and leased housing. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention. Carnegie Mellon's disclosure: Carnegie Mellon has no knowledge of lead-based paint and/or lead-based paint hazards in the Facility. Carnegie Mellon has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Facility.

XX. CARNEGIE MELLON'S INABILITY TO PERFORM OBLIGATIONS

Carnegie Mellon may be unable to perform its obligations under this Lease and/or the Facility may be unavailable in whole or in part for reasons beyond Carnegie Mellon's control, such as strikes, lockouts, fire, flood or other casualty, acts of God or the public enemy, war, accident, or any Federal, state or local law, rules, regulations, requirement or action or similar reasons. Except as otherwise specified in this Lease, if for any reason beyond Carnegie Mellon's control, the Greek Organization is or will be prohibited or prevented from using the Facility during the Term of this Lease, as the Greek Organization's and its Residents sole and exclusive remedy, Carnegie Mellon shall make every reasonable effort to consult with the Greek Organization in advance (if feasible or applicable) and to provide alternative housing under alternative arrangements (and, any rent or other obligations due from the Greek Organization under this Lease shall be abated in whole or in part (based on the portion of the Facility which the Greek Organization is prohibited or prevented from using) during the period of time in which the Greek Organization is prohibited or prevented from using the Facility or relevant portion thereof during the Term).

XXI. ENTIRE AGREEMENT; AMENDMENT

This Lease constitutes the entire agreement between the Greek Organization and Carnegie Mellon, and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease, except as set forth in this Lease. This Lease may be amended or modified only by mutual written agreement of authorized representatives of both the Greek Organization and Housing Services. The Greek Housing Policies are changed, amended and/or added and published from time to time. The Greek Organization and its Residents are responsible for reviewing and adhering to these Greek Housing Policies, as changed, amended and/or added and published from time to time.

XXII. MISCELLANEOUS

If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect.

This Lease may not be recorded.

The Greek Organization states that it is not represented by a broker or agent in connection with the entering into of this Lease.

This Lease is subject and subordinate to the lien of all present or future mortgages which affect the Facility and to all renewals, modifications, replacements and extensions thereof.

This Lease and its performance shall be governed, interpreted and construed by the laws of the Commonwealth of Pennsylvania.

This Lease must be executed for on behalf of the Greek Organization by (i) the Greek Organization’s President (if so authorized, and absent said authorization, by such other authorized representative of the Greek Organization and/or the National Organization for the Greek Organization), or (ii) the housing corporation for the Greek Organization. Once so executed, this Lease shall be a binding obligation of the Greek Organization. In addition to the foregoing, at Carnegie Mellon’s request, this Lease must also be acknowledged or otherwise affirmed in writing for and on behalf of the Greek Organization in a form acceptable to Carnegie Mellon by the Chapter Advisor, an authorized member of the Housing Corporation Board, an authorized representative of the National Organization similar representative agreed to by Housing Services within sixty days the same is requested by Carnegie Mellon. In the event this Lease is not so executed (or otherwise affirmed in writing as provided above), this Lease may be terminated at Carnegie Mellon’s option by written notice to the Greek Organization.

SIGNATURES

The [Greek Organization **OR** Housing Corporation for and on behalf of the Greek Organization] and Carnegie Mellon, by their duly authorized representatives, have executed this Lease as of the date first set forth above.

**[FOR THE GREEK ORGANIZATION; OR
HOUSING CORPORATION,
FOR AND ON BEHALF OF THE GREEK
ORGANIZATION:]**

FOR CARNEGIE MELLON:

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

**ACKNOWLEDGED AND OTHERWISE AFFIRMED
FOR AND ON BEHALF OF THE GREEK ORGANIZATION**, by its
Chapter Advisor, Housing Corporation Board, National
Organization or similar representative:

Acknowledged and Agreed:

Printed Name/Relationship/Title

By: _____

Name/Title: _____

Date: _____

**CARNEGIE MELLON UNIVERSITY
GREEK HOUSING LEASE**

ADDENDUM I

Carnegie Mellon maintains all-risk blanket property and commercial general liability insurance policies. On written request, Carnegie Mellon will provide evidence of this insurance to the Greek Organization). However, the Greek Organization itself is not covered by these insurance policies. Therefore, the Greek Organization is advised to maintain property insurance on all of the Greek Organization’s and/or its Residents’ and/or Members’ owned contents, equipment and/or furnishings.

In addition, during the Term, the Greek Organization is required to procure and maintain, at its own expense, the following insurance and amounts with insurance carriers licensed to do business in the Commonwealth of Pennsylvania and having an AM Best rating of “A-“ or better:

- | | | |
|----|------------------------------|--|
| A) | Commercial General Liability | \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products-Completed
\$1,000,000 Personal & Adv. Inj.
\$100,000 Damage to Premises Rented to You
(Fire Legal Liability) |
|----|------------------------------|--|

In the event that Greek Organization does not procure and maintain the \$100,000 limit for Damage to Premises to You, Carnegie Mellon agrees to accept from Greek Organization a \$100,000 limit under a property policy procured and maintained by Greek Organization (from an insurance carrier licensed to do business in Pennsylvania and having an AM Best rating of “A-“ or better) using form CP 00 04 10/15 (or equivalent) titled Legal Liability Coverage form.

The foregoing commercial general liability coverage must:

- be endorsed to include coverage for any non-owned or hired automobile coverage;
- include form CG 25 04 Designated Location(s) General Aggregate Limit (or equivalent) so that the full aggregate limit for this policy(ies) applies to the Facility leased by the Greek Organization.

- | | | |
|----|-----------------------------|----------------------------------|
| B) | Excess / Umbrella Liability | \$4,000,000 Occurrence/Aggregate |
|----|-----------------------------|----------------------------------|

Additional Requirements:

The above insurance requirements are in addition to any requirements listed in the **XV. INSURANCE** section of this Lease.

If the Greek Organization fails to maintain the above required insurance, Carnegie Mellon has the right, but not the obligation, to purchase said insurance at the Greek Organization’s expense (and the premium cost for this insurance will be charged to the Greek Organization).

The Greek Organization agrees to name Carnegie Mellon University as additional insured under the general liability and umbrella/excess liability policies. The Greek Organization's insurance applies on a primary, non-contributory basis for any and all alleged claims made against the Greek Organization and/or Carnegie Mellon; provided that the Greek Organization's insurance may exclude Carnegie Mellon from coverage for injury or damage arising out of an occurrence or offense by Carnegie Mellon.

Certificates of insurance shall be issued as follows:

Certificate Holder and additional insured:

Carnegie Mellon University

Attn: Housing Services

4700 Fifth Avenue

Pittsburgh, PA 15213

Certificates of insurance must:

- list the address of the Facility that is being leased
- show that the Greek Organization is an insured under the above mentioned insurance policies

Sample