

**Steel House, Inc. – Housing Agreement
Academic Year 2009-2010**

Instructions: Please read all sections of this Agreement before signing. This is a legally binding Agreement and is in effect for the entire 2009-2010 academic year.

Female students of University of Idaho who want to reside in Ethel K. Steel House (“Applicant”) must pre-qualify by completing a Steel House Income Disclosure Form (SHID), Steel House will use this information to ascertain if applicant qualifies for housing and other Steel House services. The SHID forms should be by hand delivered or mailed via first class mail to: Steel House Inc., 620 Idaho Ave. Moscow, Idaho 83843.

This Housing Agreement (“Agreement”) for a designated space in a room (“Room”) yet to be assigned, is hereby made and entered into by the Steel House, Inc., a non-profit corporation organized and existing under the laws of the State of Idaho, subsequently referred to as “Steel House” and the individual named below, a female student at the University of Idaho, subsequently referred to as “Resident” as of this _____ Day of _____, 20____.

Resident’s NAME: _____

Permanent Address: _____

RECITALS

- A. Phi Kappa Tau Fraternity House owns the Ethel K. Steel House (“House”) premises. Steel House, operates and maintains the premises and personal property owned by Steel House, .;
- B. Steel House provides housing for qualifying female students of University of Idaho;
- C. Receipt of Applicant’s SHVI form and Steel House’s acceptance of Applicant for services is a condition precedent to this contract;
- D. The parties intend for this Agreement to constitute a license for the use of room space yet to be assigned by Steel House, and further intend that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate;
- E. “Academic Year” means August 15th 2009 through May 15th 2010.
- F. Occupancy occurs when Resident is issued a door code. Actual physical presence in the room by Resident and/or placement of Resident’s possessions within the room is not necessary to constitute occupancy;
- G. The preceding recitals are incorporated into and made an integral part of this Agreement.

AGREEMENT

- 1. The Agreement.** The term “Agreement” as used in this document means the provisions in this document, the terms and, Fire Safety Regulations, Student Code of Conduct, and all other University policies effective for the 2009-2010 academic year; all of which are incorporated by this reference and fully integrated into this Agreement. This Agreement constitutes the entire agreement of the parties.
- 2. Term of the Agreement.** By entering into this Agreement, Resident agrees to live in Ethel K. Steel House (“House”) located at 620 Idaho Ave, Moscow, ID 83843. A Summer Agreement must be

executed and Summer Room & Meal plan fee paid if the Resident chooses to remain in the premises for the months of June and July, and shall be granted at the sole discretion of Steel House. There are no restrictions for University of Idaho vacation days and Resident may reside in Steel House during all vacations within the months of August through May. In order for a Resident to continue occupying the House beyond any agreement term, a new Agreement must be executed.

3. Criminal Conduct and Continuing Residency Eligibility.

A Resident must notify Steel House in writing if she has ever been convicted of a crime (misdemeanor or felony) or is currently being charged with a crime, (the term conviction will be interpreted broadly and will include pleas of no contest, deferred adjudications, withheld judgments, plea in abeyance, and similar dispositions). The Resident must provide Steel House a statement with a complete description of her actions and full details of the charges or sanctions against her. Failure to notify Steel House of a crime conviction prior to occupancy or immediately upon conviction of a crime during housing occupancy may be grounds Termination pursuant to Section 13 . Once Steel House has been notified by a Resident that she has been convicted of a crime or is currently being charged, the matter will be reviewed by Steel House. Steel House shall at all times have the right to determine residency eligibility. A conviction *may* result in termination pursuant to Section 13, and such decision will be made at the sole and absolute discretion of Steel House.

4. Deposits.

Resident shall pay a \$250.00 Deposit due by July 15, 2009 in order to ensure the good-faith performance by Resident of all terms and conditions of this Agreement and other Resident obligations to Steel House. The Deposit must be paid before the Resident's room assignment can be made. If Resident fails to pay a deposit by the due date, Steel House has the right to terminate this Agreement.

5. Refund of Deposit. To obtain a refund of the Deposit the Resident must: take occupancy, fulfill the obligations under this Agreement in good faith (which Includes maintaining residence in the House for the length of the agreement and remaining a student at the University of Idaho), complete a "Ethel K. Steel Resident Check-Out" form, and leave the room in which the Resident has lived in as good a condition as at the time of original occupancy by Resident, reasonable wear and tear excepted. If these conditions are met, Steel House agrees to refund the Deposit to the Resident within thirty (30) days following the Resident vacating the premises. If these conditions are not met, the Resident's Deposit will be deducted for reasonable expense incurred to Steel House from Resident's breach of these provisions up to the amount of the entire deposit. Any charges or fees acquired by the Resident may be deducted from the Deposit, if not previously paid. This provision will NOT preclude Steel House from seeking additional monetary damages for Resident's breach of this Agreement or for damage done to the premises by the Resident, if not satisfied by the Residents Deposit

6. Cancellation Prior to Occupancy/Reservation Fees.

If Resident cancels her room reservation in writing on or prior to: a) July 1, 2009, \$125.00 of the Deposit will be refunded to Resident after such cancellation. And \$125.00 will be forfeited as consideration for Application review. If Resident cancels her reservation after July 1, 2008, the entire \$250.00 deposit will be forfeited. Once the Resident has received Occupancy, Resident shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement. If prior to the expiration of the Agreement, Resident ceases to be registered as a student at the University of Idaho, or otherwise becomes ineligible for Steel House occupancy, the Resident shall forfeit the Deposit and may be charged other applicable fees as indicated in other sections of this Agreement.

7. Room & Meal Plan Charges and other Fees.

7.1 **A single occupancy room will cost \$6,421 for the Academic Year:** Fall semester fees (1/2 of the amount) are due on August 31st and spring semester fees (remainder) are due on January 31st.

7.2 **A double occupancy room will cost \$5,421 for the Academic Year:** Fall semester fees (1/2 of the amount) are due on August 31st and spring semester fees (remainder) are due on January 31st.

7.3 Dinners will generally be prepared for residents Monday through Friday. Additional food items will be provided for Resident to prepare other daily meals and weekend meals. Resident will be allowed reasonable access to the kitchen to prepare her own meals.

7.4 The price of Utilities (water, sewer, Gas, electricity) are contemplated in Room & Meal Plan. There may be temporarily interruption of utilities or other services as the respective companies deem it necessary due to accident, emergency, or necessity for repairs, alterations or improvements; and said occurrences are out of Steel House control. Resident shall not be entitled to any rebate, credit, or reduction in their Room & Meal Plan fees or other charges as a result of any interruption of said services.

7.5 Residents that do not pay by the above indicated dates will be subject to a \$50.00 late fee, modifiable only by and through a "Steel House Resident Payment Plan." A Resident that wishes to apply for Steel House Resident Payment Plan must apply for and be accepted for a Payment Plan before the due date listed above. A Steel House Resident Payment Plan is granted at the sole discretion of Steel House. There will be a \$50 late fee charged to the Residents account for EACH month there is a balance owing on the Resident's account. This provision shall act as notice of such charges, and no additional notice need be given. It is the responsibility of the Resident to be aware of her account balance and to make timely payments to avoid additional fees.

8. Refunds of Room and Meal Plan Charges to Residents. If Resident withdraws from the University of Idaho, Resident may be entitled to a refund of room and meal plan charges according to the schedule below. Resident is, however, responsible for the pro-rated amount of Resident's meal plan if the amount used on the plan is greater than the amount that would have been refunded according to the schedule below. However, Deposit will be forfeited.

Fall Semester 2009

August 25 through September 990% refund
September 10 through September 2350% refund
September 24 through October 21..... 25% refund
October 22 through the end of the semester No refund

Spring Semester 2010

January14 through January29 90% refund
January30 through February 1250% refund
February13 through March 14.25% refund
March 15 through the end of the semester No refund

9. Alteration or Decorations. No alteration to or decoration of Resident's Room or of the House shall be made without prior written approval by Steel House. Steel House may require the Resident, at the Resident's expense, to remove any unapproved alterations or decorations. No alterations shall be made to the exterior of the House. No decorations or other items shall be posted or attached to the exterior of the House without the prior written permission of Steel House. No personal property shall be stored outside Resident's Room or on the Premises without prior written permission of Steel House. Steel House may assess reasonable charges for removal of property or items placed in contravention of the paragraph and for repairs to the premises or Room reasonably required as a result of the breach of this section.

10. Resident Responsibility for Repairs. Resident is responsible for keeping her Room clean and free from damage. Resident shall be liable for all costs for damage sustained to the premises or Steel House's personal property, caused by the Resident that is not caused by normal wear and tear, whether cost be, for repair or replacement. If responsibility for the damage/loss cannot be so established, cost of repair will be equally divided among the residents of the affected room. An additional \$10.00 processing fee will also be charged to each.

11. Room Changes. Resident who wishes to change rooms during the course of this Agreement may do so only by express written agreement of Steel House. Requests for room changes must be delivered to and approved by the house administrator, agent for Steel House, after Resident Executive Board approval. An Ethel K. Steel House Check Out form must also be completed with an authorized Steel House agent. Resident may change rooms only after receipt of written approval from Steel House. Room Changes do not constitute a modification of this Agreement, and this Agreement remains fully in force.

12. Resident Substitution. This Agreement may not be assigned. Any attempted assignment shall be void and shall not operate to release Resident from Resident's obligations under this Agreement. However, Resident may be released from this Agreement by prior written approval granted at the sole discretion of Steel House. Resident must complete an application for "Resident Substitution and Novation." The proposed Substituting Resident must a) be a non-House Resident; b) qualify for Residency per Steel House guidelines by, but not limited to, completing a Steel House Income Verification form, verifying University of Idaho student status, and signing Housing Agreement; c) be approved by Steel House Board. In consideration of Resident Substitution and Novation Application, Resident will forfeit her deposit.

13. Termination of Agreement by Steel House. In addition to any other rights and remedies, Steel House may terminate this Agreement upon the occurrence of any of the following circumstances:

- a) Resident fails to pay scheduled room and meal plan payments when due and such failure to pay continues for more than three (3) days after the due date of such payment, with the exception of a pre-approved "Steel House . Resident Payment Plan; or
- b) Resident breaches, violates, fails to perform or otherwise is in default of any of the terms and conditions of this Agreement; or
- c) Resident ceases to be a registered, fee paying student at the University; or
- d) Resident fails to comply with the procedures as delineated in the Steel House Pet Approval form, if applicable; or
- e) Resident fails to comply with the rules and regulations set forth in this Agreement, The Residential Data Connection Privilege Agreement, the Student Code of Conduct, or other University policies, Fire Safety Regulations, or any applicable local, state or federal law, Ethel K. Steel House constitution; or
- f) Resident fails to respect the rights of fellow residents by: creating an atmosphere which is not conducive to the successful pursuit of an academic degree, engaging in disruptive,

dangerous or excessively noisy behavior, engaging in behavior which intimidates or harasses other individuals or otherwise interferes with the quiet enjoyment of the premises by Residents and guests.

Upon the occurrence of any of the above circumstances, Steel House may terminate this Agreement upon giving the Resident three (3) days notice. The Notice shall state the reason for termination and the date of Steel House's termination of this Agreement. After notice is given, the Resident has three (3) days to vacate the premises in accordance with this Agreement. If Resident's room is not properly vacated, Steel House shall be entitled, without further notice to: enter the Resident's room and repossess the same; to order the Resident to vacate the premises, and to remove the Residents property without any liability for trespassing or otherwise.

In the event this Agreement is terminated in accordance with the provisions of this Section, the Resident shall be required to immediately surrender the Room and all Steel House owned property to the Steel House. Steel House may reassign the Resident's room or any part thereof in the name of Steel House on such terms and conditions as Steel House may determine.

Termination of this Agreement in accordance with the provisions of this Section shall not relieve the Resident of Resident's obligations and/or liability under this Agreement and such liabilities and obligations shall survive any termination of this Agreement.

14. Requirement to Vacate Ethel K. Steel House. Termination of this Agreement occurs May 15th, 2010, when the Agreement has not been extended by the express written agreement of the parties, when terminated by Steel House as set forth in Section 13, and/or pursuant to novation as set forth in Section 12. In the event of Termination, Resident shall immediately vacate the Ethel K. Steel House premises and remove all of the Resident's property. If Resident's property remains in or about Ethel K. Steel House after Termination Resident will be charged for the removal of any property and daily storage fees. If Resident's property is not reclaimed and storage fees paid within ten (10) days after the expiration or any termination of this Agreement, such property will be treated as abandoned property, and Steel House may sell or otherwise dispose of such property in any manner or retain such property without liability.

15. Proper Check-Out. At the Termination of this Agreement, Resident must "check-out" of the House by completing the Ethel K. Steel House Check Out Form with the house administrator or other Steel House staff member she may authorize. Improper check-out shall result in the Resident being assessed a charge of \$50.00.

16. Steel House . Right of Entry. Steel House shall at its sole discretion and at all times have the right to enter the Assigned Room without notice or consent of Resident when Steel House has reasonable cause to believe that (a) there exists an immediate threat to the health, safety or property of a Resident or of the other occupants of a room, or (b) Ethel K. Steel House, Steel House property or other property is at risk of damage or destruction. In addition, Resident authorizes Steel House and Ethel K. Steel Executive Board personnel to enter the Resident's Room to close and secure it, to make necessary or desirable repairs, to show the room to prospective residents, for routine or other maintenance, for routine inspections, and for other purposes as deemed necessary or desirable by Steel House or the Phi Kappa Tau Fraternity.

17. Indemnity. To the extent permitted by law, Resident shall indemnify, defend and hold Steel House and/or Phi Kappa Tau Beta Gamma Chapter Housing Corporation, and their agents and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs,

including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Resident's part to be performed under the terms of this Agreement, or arising from any act, negligence, or failure to act of Resident or any of the Resident's agents, relatives, invitees or guests.

18. Firearms, Fireworks, and Explosive Devices and Substances. Firearms and dangerous weapons are strictly prohibited in or on the Premises, including in private vehicles parked on University property. Dangerous weapons include, but are not limited to, knives, air rifles, BB guns, pellet guns, paintball guns, numchucks, throwing stars, or swords. Firearms and weapons are further defined in the Student Code of Conduct. The Moscow Police Department offers a 24 hour gun storage/retrieval service at the Police Campus Substation (885-7074). Fireworks, gunpowder, explosives, gasoline, and other explosives or flammable liquids/gases also are strictly prohibited on or within the premises. This prohibition includes possession, storage and use of these items. Violations of this provision or the University of Idaho's policies regarding these items may be referred to the University Judicial Council and may result in the termination of your Housing Agreement pursuant to Section 13. Any prohibited item or item used for purposes of intimidation or harassment may be confiscated.

19. Fire or Casualty Loss. If the Resident's room should at any time be rendered uninhabitable in whole or in part by fire or other casualty, Steel House or Phi Kappa Tau Beta Gamma Chapter Housing Corporation may, at its option, either immediately terminate this Agreement without liability to Resident or repair and replace the damaged room within a reasonable time. Alternatively, the Resident may, at her option, find alternative housing.

20. Occupants. Resident acknowledges and agrees that **only** the Resident and any roommate (who may be assigned by Steel House at its discretion) will be permitted to occupy the Assigned Room. There will be no overnight guests or occupants permitted without the prior written approval of Steel House which may be withheld for any or no reason at the sole discretion of Steel House.

21. Pets. Steel House Pet Approval form can be acquired from the house administrator. No animal shall be permitted to occupy the premises without prior written approval of Steel House which may be withheld for any or no reason at the sole discretion of Steel house. Steel House will not approve any dogs, cats, or any other animal over 10 pounds. Upon prior approval by Phi Kappa Tau Beta Gamma Chapter Housing Corporation and/or Steel House, an exception will be made for trained service animals or otherwise pursuant to the Americans With Disabilities act, for qualified persons with a disability. Any Resident found harboring a pet, which has not been previously approved through the Steel House Pet Approval policy will be subject to a \$200.00 fine for the first offense paid by the resident and will be required to remove the pet within 24 hours. If the pet is not removed or another pet is found, Termination of Agreement pursuant to Section 13 may result.

22. Personal Property and Insurance. Steel House or Phi Kappa Tau Beta Gamma Chapter Housing Corporation shall not be liable for loss of or damage to Resident's personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Resident is encouraged to obtain renter's insurance adequately covering loss of or damage to Resident's personal property. Steel House and Phi Kappa Tau Beta Gamma Chapter Housing Corporation do not provide such coverage.

23. Severability/Non-Waiver/Remedies Cumulative. This Agreement is intended to comply with all applicable laws. If any one or more of the provisions of this Agreement shall be held invalid or

unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall remain in force. The failure of the Steel House to exercise any right or remedy shall not be deemed to be a waiver or modification by Steel House of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the Resident, and no breach thereof shall be waived, altered, or modified except by the express written agreement of Steel House. The receipt and acceptance of any payments by Steel House with the knowledge of the breach of any terms, covenants or conditions of the Agreement, shall not be deemed a waiver of such breach. Remedies of Steel House under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.

24. Costs. Resident shall pay all costs, including attorney's fees, incurred by Steel House or Phi Kappa Tau in the collection of charges due under this Agreement or enforcement of the terms and conditions of this Agreement, including but not limited to the cost incurred from damage to premises or in repossession of the Resident's room.

25. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. THIS IS A LEGALLY BINDING AGREEMENT AND IS IN EFFECT FOR THE ENTIRE 2009-2010 ACADEMIC YEAR.

By signing below, I acknowledge that I have read, understand and agree to all terms and conditions of this Agreement with Steel House Inc. and Phi Kappa Tau Beta Gamma Chapter Housing Corporation.

Resident Signature: _____ Date: _____

Steel House Inc. Officer Signature: _____ Date: _____

Phi Kappa Tau Beta Gamma Chapter House, Corporation Officer Signature

_____ Date: _____

Parent or Guardian Signature: _____ Date: _____

If Resident is under 18 years of age

Resident Signature: _____ Date: _____



**EQUAL HOUSING
OPPORTUNITY**