

**UNIVERSITY OF CONNECTICUT
DIVISION OF STUDENT AFFAIRS**

**HUSKY VILLAGE HOUSING CONTRACT
MAY 16, 2009 – MAY 13, 2016**

The University of Connecticut ("**University**") is committed to providing quality on-campus housing for members of fraternities and sororities selected to reside in Husky Village. A house in Husky Village ("**Housing Facility**") will be made available to University students enrolled at the Storrs campus who are members of the same fully registered student organization that is a chapter of an inter/national fraternity or sorority ("**Chapter**"). The House Corporation ("**Corporation**") established as a legal corporate entity by the State of Connecticut and authorized by the inter/national fraternal organization to maintain housing for the Chapter will partner with the University in providing a quality residential experience.

University-owned student housing contributes to the fulfillment of the University's academic mission by providing a well-maintained, comfortable, accessible environment for students to live and to learn. University housing for fraternities and sororities is a privilege that must be respected and valued by all students residing in Husky Village, as well as all undergraduate and alumni/ae members associated with the Chapter. Members are expected to uphold all terms of the *Husky Village Housing Contract*, *The On-Campus Housing Contract*, the *Responsibilities of Community Life: The Student Code (The Student Code)*, and/or other University policies or procedures that define the responsibilities of residency. Each Chapter and Corporation must also commit to fulfilling all financial obligations necessary to maintain the self-supporting financial integrity of Husky Village as required by the bond package secured to construct Husky Village.

In order to provide an appropriate living environment for members of a Chapter selected to live in Husky Village the following Terms and Conditions will prevail.

TERMS AND CONDITIONS

I. Definitions

- A. "*Academic Year*" means the time period containing the academic sessions held during consecutive Summer, Fall, and Spring semesters as defined by the University Registrar's Office.
- B. "*Contract*" means this Husky Village Housing Contract.
- C. "*On-Campus Housing Contract*" is the annual agreement between individual students and Residential Life.
- D. "*Occupancy*" means the number of individual students residing in a housing unit.
- E. "*Resident Member Roster*" is the list of students who have agreed to reside in a housing unit. This is signed by each resident and submitted each semester.

II. Term and Termination

- A. The Contract is effective from May 16, 2009 (or upon signing date, whichever occurs first) through May 13, 2016. The Contract is effective when signed by the appropriate officers of both

the Chapter and the Corporation, the Executive Director of Residential Life, and the Director of Fraternity and Sorority Life. To re-affirm continued agreement with the terms and conditions of the Contract, all parties will sign the Contract annually by the 10th day of classes each spring semester.

- B. The actual occupancy period of each academic year will be from seven days prior to Freshman Move-In in August to the Friday following undergraduate commencement in May.
- C. If the Chapter or Corporation wishes to vacate the Housing Facility prior to the expiration of the Contract, written notice of intent must be submitted to Residential Life no later than December 1st of the current year in order for the timely selection process of new tenants to occur.
- D. If the Chapter or Corporation fails to adhere to the responsibilities in this Contract, and/or the Chapter is found responsible for significant violations of *The Student Code*, the University reserves the right to remove a Chapter from the Housing Facility before the end of the Contract term.
 - 1. Circumstances could arise whereby the University may exercise its right to remove a Chapter from the Housing Facility but the individual students residing in the Chapter's Housing Facility maintain their rights under their individual *On-Campus Housing Contract*.
 - 2. In the event that this situation occurs, the University will provide these students with the option to either (a) be moved to another location in the sole discretion of the University; or (b) be released from their *On-Campus Housing Contract*. After notification, students must inform Residential Life of their decision within five (5) business days.

III. Occupancy

- A. The Chapter and Corporation are required to maintain 100% occupancy of the Housing Facility (15 residents for 15-bed facilities and 30 residents for 30-bed facilities) during the entire academic year. For purposes of this Contract, occupancy will be determined by Residential Life as of the 10th day of classes each semester.
- B. Two chapters may enter into this Contract as co-tenants of the Housing Facility upon execution of a written agreement between the two chapters and Residential Life.

IV. Obligations of the Individual

- A. All residents of Husky Village must submit an *On-Campus Housing Application* by the posted deadline and agree to the *On-Campus Housing Contract*.
- B. *On-Campus Housing Contracts* are in force for the applicable academic year.
- C. Cleaning:
 - 1. Residents are responsible for the cleanliness of all areas of the Housing Facility in accordance with proper health and safety standards.
 - 2. Residents are responsible for the cleanliness of the common areas and kitchen areas, including placing full trash bags in the dumpster provided by the University.

V. Obligations of the Chapter/Corporation

- A. Financial Responsibility:
 - 1. If occupancy of the Housing Facility is below 100%, the Chapter and Corporation assume financial responsibility for those vacancies. Payments for fall and spring semester vacancies must be made no later than December 1 and May 1, respectively.

2. Chapters that cannot meet this obligation as referenced in Section III.A. may be subject to removal from Husky Village.
 3. Security Deposits: Chapters must have a full security deposit intact at the start of this contract period.
 - a. A security deposit of \$5,000 for a 15-person Housing Facility and \$10,000 for a 30-person Housing Facility is required. The deposit shall be maintained in an interest-bearing, special account by Residential Life.
 - b. The security deposit may be used to cover the cost of vacancies or damages.
 - c. The security deposit balance in the special account cannot fall below \$2,000 for a 15-person Housing Facility, or \$4,000 for a 30-person Housing Facility. The balance cannot remain below \$5,000 for a 15-person Housing Facility or below \$10,000 for a 30-person Housing Facility for more than two consecutive years.
- B. Physical Changes:
1. Physical changes to the structure of individual bedrooms are not permitted.
 2. The Chapter/Corporation shall not make any permanent physical changes to the facility without the prior written consent of Residential Life.
 3. Any permanent physical changes made by a Chapter/Corporation to the common areas of the Housing Facility are considered property of the University.
- C. Occupancy Management:
1. *Resident Member Roster* must be submitted to Residential Life per established procedures in the *Husky Village House Manager Manual*.
 2. If a resident's membership is terminated (through resignation by the individual or expulsion by the Chapter), the student is expected to vacate Husky Village as of the date determined at the consultation between the individual, Chapter and Residential Life.
 3. The Chapter/Corporation may fill vacancies:
 - a. At any time during a semester by student members residing off campus.
 - b. Up to and including the first day of classes of either semester by student members residing in other on-campus residential facilities.
- D. House Managers:
1. House Managers will be selected by and report to the Chapter, and jointly trained by the Chapter, the Corporation, Residential Life and the Office of Fraternity and Sorority Life (OFSL).
 2. Responsibilities will include, but are not limited to: serving as the primary liaison with the Community Assistant (CA) and University staff, updating and submitting the *Resident Member Roster*, implementing the internal room assignment process, filling all vacancies, supervising member cleaning responsibilities, educating the Chapter on the Chapter housing rules as well as those of the University, and educating members on terms and conditions stated in the Housing Contract as well as any Residential Life and University policies regarding the facility.
- E. Observation of Laws, Policies and Procedures:
1. All parties agree to comply with Federal, State and local law.
 2. Additionally, all members of the Chapter agree to comply with *The Student Code* and all other University policies.

- F. Accreditation: Each Chapter must participate in the annual (January – December) Project Arête Accreditation Program administered by the OFSL.

VI. Obligations of the University

- A. Staffing:
 - 1. CAs will be appointed by Residential Life as part of a joint selection process involving the OFSL. These individuals will report to the Hall Director and will fulfill the responsibilities outlined in the CA job description.
- B. Maintenance Responsibility:
 - 1. Residential Life will be responsible for maintenance of reasonable wear and tear of the Housing Facility.
 - 2. Damages to individual student rooms are the responsibility of each individual resident.
 - 3. Damages beyond reasonable wear and tear to common areas are the financial responsibility of the residents, who will be billed through the Community Billing process, unless the responsible party is indentified and pays for the damage.
 - 4. Periodic Health and Safety inspections of the Housing Facility will be conducted by Residential Life staff following the guidelines outlined in the *On-Campus Housing Contract*.
 - 5. Residential Life staff will clean common areas in the Housing Facility twice per week, unless doing so would require moving students' personal belongings.
- C. Utilities: All standard utilities (heat, electricity, water, basic local telephone service, video service, and sewer) will be provided by the University.
- D. Annual Review: Every December, Residential Life will review the Chapter's and Corporation's adherence to the responsibilities in this Contract. Residential Life will share the results of this review with the Chapter/Corporation and the OFSL. Every January, OFSL will share the results of the Project Arête Accreditation Program with the Chapter/Corporation and Residential Life. The results of these review processes may impact the annual re-affirmation and signing of this Contract.

VII. Other Conditions

- A. Entry to the Housing Facility:
 - 1. Entry by University staff into individual rooms will follow the guidelines outlined in the *On-Campus Housing Contract*.
 - 2. While entrance to the Housing Facility as a whole by CAs and other Residential Life staff will regularly occur, chapters may request that this entrance be limited during times when ritual is being practiced or conducted provided the official approval procedure is followed through both the OFSL and Residential Life.
 - 3. Entrance to the Housing Facility as a whole by alumni/ae advisors and Corporation members as well as any undergraduate members of the organization not residing in the facility may be granted through card access provided the official approval procedure is followed through both the OFSL and Residential Life.
- B. Signs: Only signs or advertisements approved by Residential Life will be affixed to or placed upon any part of the Housing Facility.

VIII. Capacity to Sign and Receive Notices:

- A. The Chapter and Corporation will notify the OFSL of the officers authorized to represent the Organization, and will update the names and contact information of its officers annually and as often as changes occur.
- B. The Executive Director of Residential Life (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of Residential Life.
- C. The Director of Fraternity and Sorority Life (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of the OFSL.
- D. Subsequent relevant policies, procedures, or documents may be issued as needed, and will become addendums to this Contract. Such addendums will be widely distributed to the Chapter and Corporation, and will be discussed during the annual review processes with Residential Life and the OFSL.

IX. General Contracting Requirements

- A. This Contract may be modified upon the execution of a written agreement between the Parties below.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- C. The Chapter and Corporation shall defend, indemnify and hold harmless the University, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- D. The Corporation shall maintain or be covered by a comprehensive general liability insurance policy, with coverage of not less than \$1,000,000 per claim / \$2,000,000 aggregate and a deductible of not more than \$50,000, property damage, with coverage of not less than \$500,000 per claim / \$500,000 aggregate and a deductible of not more than \$25,000. The Corporation shall add the University as an additional insured through an endorsement to the Corporation's general liability policy. Upon the University's request, the Corporation will provide the University will a copy of the Certificate of Insurance.
- E. The Parties agree that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Organization: _____ Location: _____

I have read the *Husky Village Housing Contract* and received a copy. I understand the contents and am duly authorized to enter into this contract and agree to ensure the members of our Chapter and guests are aware of, and shall abide by, this Contract.

Chapter President

Signature: _____ Date: _____

Print Name/Title: _____

I have reviewed the *Husky Village Housing Contract* with the officers of our Corporation. I understand the contents and am duly authorized to enter into this contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

House Corporation President

Signature: _____ Date: _____

Print Name/Title: _____

I have reviewed the *Husky Village Housing Contract* with the officers of our Chapter. I understand the contents and am duly authorized to enter into this contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

Chapter Advisor

Signature: _____ Date: _____

Print Name/Title: _____

I have reviewed the *Husky Village Housing Contract* with my appropriate University colleagues. I understand the contents and am duly authorized to enter into this contract. To the best of my knowledge, they understand their responsibilities as outlined in the Contract.

For the Department of Residential Life:

Signature: _____ Date: _____

Print Name/Title: _____

For the Office of Fraternity and Sorority Life:

Signature: _____ Date: _____

Print Name/Title: _____