

THIS AGREEMENT is entered into between Bowling Green State University (hereinafter called the University), and _____ (hereinafter called the Chapter), which will be assigned _____ Chapter house with a capacity of _____

THIS AGREEMENT will be in effect from July 1, 2007 to June 30, 2008.

It is agreed by and between the parties as follows:

1. A signed Greek housing agreement shall be due January 15th of each year for the following academic year.
2. The assignment of a house by the University to the Chapter is regarded as a privilege.
3. Only chartered fraternities and sororities are eligible for a fraternity or sorority house.
4. The Chapter house is assigned, when available, to chapters as residences for the academic year.
5. The capacity of the house is determined by the University annually.
6. The Chapter is responsible for maintaining its required occupancy at all times. The University may assign non-members to the house in order to maintain occupancy and/or assess a \$500 fine per vacancy per semester.
7. A roster for the next academic year shall be determined no later than the Thanksgiving break annually for all those living in the house the following year including a 10% waiting list.
8. This Agreement shall automatically terminate at any time the Chapter is removed from official recognition by the University, or at any time the group fails to discharge fully any of its obligations hereunder.
9. The officers of the Chapter are responsible for assuring that chapter members understand and abide by all local, state and federal laws, the Statement of Student Participation in University Government, the Code of Student Conduct and the Office of Residence Life Community Living Standards, and offer full cooperation in the investigation of violations and enforcement of any disciplinary measures authorized by any University official. The officers and members have a specific duty to report all violations of law and University policies that occur in or around the house to the appropriate University officials. A member of the chapter who resides in the house will be designated by the chapter as the student in charge for the chapter regarding situations or activities in the house.
10. The Chapter shall render appropriate care and use of the assigned house, be in good standing with the University, emphasize the advancement of scholastic achievement of members, promote educational programming and adopt no policies that conflict with University policies or procedures.
11. Residents shall abide by all Residence Life procedures and policies regarding assignment to campus housing and will meet all payment deadlines as outlined in the On-Campus Housing Acceptance agreement.
12. The Chapter must maintain a 2.50 GPA each semester as determined by Greek Affairs using membership rosters provided by the chapter.
13. The University shall provide utilities, general custodial and maintenance services, major kitchen appliances, dining room furniture, wall and floor coverings, stairwells and landings, student room draperies, window treatments in common areas, student room furnishings, local telephone service, and fire safety equipment all subject to repair and replacement policies for University residences.

14. A University appointed Residence Life staff member shall supervise the operation of the chapter house. The Chapter and advisors may participate in the staff member selection process, however, the final appointment will be made by the Office of Residence Life. The appropriate Residence Life staff member shall have final authority in the operation of the house.
15. The Chapter is responsible for the proper protection and care of University property in and around the house and shall be billed for the replacement/repair of damaged University property, other than normal wear and tear, as judged necessary by the appropriate University officials. The University shall not be responsible for loss or damage to property or personal effects belonging to the Chapter, its member, employees, or guests.
16. All financial obligations of the Chapter to the Office of Residence Life must be paid in full prior to the renewal of this Agreement.
17. The assignment of a chapter house to a Chapter may be reviewed annually. Failure to demonstrate fulfillment of the Agreement and/or the procedures outlined in the Agreement will result in a mandatory hearing with the Greek Housing Board. The Greek Housing Board will then recommend appropriate sanctions to the Associate Director of Residence Life/Director of Greek Affairs or designee which may include immediate cancellation of assignment to a chapter house.
18. The Associate Director of Residence Life/Director of Greek Affairs or designee shall resolve all cases related to matters of interpretation and procedures for implementation of this Agreement.
19. This Agreement and the services provided hereunder are subject to the provisions of the constitution and Public Laws of the State of Ohio, the sufficiency of available University funds and the regulations of the Board of Trustees of the University.

Procedures for implementing this Agreement include:

I. Building and Furnishings

- A. The University will supply living room furniture from its existing inventory, if available, for a newly assigned Chapter for a maximum of two years.
- B. Purchase, repair, maintenance, replacement and insurance of common area furniture that is not the responsibility of the University, is the responsibility of the Chapter.
- C. Any Chapter desiring to undertake renovations or replace furnishings must first submit a request to the Assistant Director of Residence Life for Facilities for approval. No construction work will begin until the project is approved by Office of Residence Life and the Office of Facilities Services.
- D. Decorative, functional or structural alterations must be in compliance with the Ohio Building Code and all materials, equipment and furnishing must be approved by the Assistant Director of Residence Life for Facilities and the Associate Director of Facilities Services prior to purchase and/or installation in the residence. All permanent construction and renovations including draperies and carpeting will become part of the residence and the property of the University.
- E. Construction work must be performed by a contractor approved by the Associate Director of Facilities Services. All work will be inspected and accepted by the Associate Director of Facilities Services. Unsatisfactory construction or materials will be replaced and charges assumed by the individual or group completing the unsatisfactory construction.
- F. Only furniture that meets the fire retardant code will be allowed in the chapter residence common areas. This automatically eliminates vinyl furniture such as bean bag chairs and overstuffed upholstered furniture that is not classified as being fire retardant. All furniture prior to purchase and installation into the residence must have verification that the furniture is indeed fire retardant. Samples and specifications must be presented to the University through the use of the standard redecoration form.

Upholstered furniture shall have fabrics that meet the Class I requirements of the U.S. Department of Commerce Commercial Standard 191-53, California Flammability Bulletin 117, or Class A-ASTM-E84. Spray retardant will not meet required standards.

- G. At the end of the academic year, the Chapter is responsible for leaving the residence in a clean and orderly condition, as defined in the checkout procedure.
- H. Personal property may not be stored in the residence during the summer session. Non-residents may not store personal property in the residence at any time.
- I. The University strongly encourages each chapter to insure Chapter property.
- J. Chapter residence common areas must comply with all fire safety regulations as outlined in the Bowling Green State University Code of Conduct and Community Living Standards. This prohibits halogen lamps, candles, unapproved extension cords, and other potential fire safety hazards. University officials may inspect common areas for these items at any time.
- K. Exterior signage identifying the Chapter is to be provided by the Chapter. Such signage is to be limited to large letters identifying the Greek name of the chapter, and free standing signs with Chapter-specific information. Any signs are subject to approval by the University and should be of an appropriate size and design. All Chapter-owned signs must be well maintained.
- L. The University will provide computer equipment for each chapter residence. The room (or space) designated for the computer lab shall be used exclusively for that purpose. All provided equipment and furniture must stay in the designated location, and the Chapter is responsible for any damages, beyond normal wear and tear, to equipment and/or furniture. The computer room should never be used for overnight accommodations for residents or guests.
- M. The University will provide paper and toner, for use in the provided printer, based on the number of residents in the chapter house (not chapter members) at the beginning of the academic year. The Chapter is responsible for providing paper and toner beyond the initial supply.

II. Kitchen and Dining

- A. Operation of the kitchen and serving of meals is delegated to the Chapter and there are three options for providing meals to chapter members.

Option 1: Chapters may employ a cook to supervise all kitchen operations, if so, the Chapter must:

- 1. have the cook participate in all appropriate University training seminars concerning kitchen operations scheduled and conducted by the appropriate University department. The cost of these seminars, if any, will be paid by the Chapter;
- 2. serve nutritious meals as defined by the University Dining Services;
- 3. follow the local, county, state and federal regulations pertaining to licensed food services;
- 4. ensure that all taxes, fees and payments related to the employment of kitchen employees and all necessary University, local, state and federal documents be processed as required;
- 5. provide a full meal plan consisting of a minimum of two prepared meals per day, Monday through Friday. Meal service will be provided beginning the first day of classes each semester through at least Wednesday of finals week;
- 6. understand that the appropriate University officials and/or officials of the County Health Department may terminate use of the kitchen at any time for violation of University policy and/or Health Department standards;

7. reimburse the university the cost of the county food license, and the cost of a parking permit for the cook;
8. provide a minimum of two meals per day, Monday through Friday, for the University house staff member assigned to the residence;
9. the University will pay \$500 per semester toward the meal plan for the house staff member assigned to the residence, the Chapter will cover any additional costs;
10. file a cook employment form, at the end of the academic year, with the Office of Residence Life.

Option 2: Chapters who do not employ a cook, may opt for meals to be catered in the chapter facility, if so, the Chapter must:

1. serve nutritious meals as defined by the University Dining Services;
2. reimburse the university the cost of the county food license.
3. follow the local, county, state and federal regulations pertaining to licensed food services are implemented;
4. ensure that all taxes, fees and payments related to the employment of kitchen employees and all necessary University, local, state and federal documents be processed as required;
5. provide a full meal plan consisting of a minimum of two prepared meals per day, Monday through Friday. Meal service will be provided beginning the first day of classes each semester through at least Wednesday of finals week;
6. understand that the appropriate University officials and/or officials of the County Health Department may terminate use of the kitchen at any time for violation of University policy and/or Health Department standards.
7. provide a minimum of two meals per day, Monday through Friday, for the University house staff member assigned to the residence;
8. the University will pay \$500 per semester toward the meal plan for the house staff member assigned to the residence, the Chapter will cover any additional costs;

Option 3: Chapters who do not employ a cook or do not have meals catered to the chapter facility will have their residents automatically billed for the minimum meal plan as determined by University Dining Services for use in University dining facilities.

- B. By the fourth week of classes each semester, members of the Chapter that live in the residence halls may cancel without penalty all or part of their University meal plan to eat with the Chapter in the Chapter residence. Requests for the cancellation of meal plans received after the fourth week of classes will not be honored.
- C. Individuals who reside in the Chapter residence, and who have failed to pay the Chapter for meal service by the end of the third week of classes, will be charged for the minimum University meal plan.
- D. The Chapter shall certify to the Office of Residence Life by the end of the fourth week of classes each semester that all individuals living in the Chapter residence, and those living in residence halls who have contracted for food service with the Chapter, have paid their fees to the Chapter.
- E. The Chapter is responsible for ensuring the cleanliness of the kitchen and dining area, as defined by University custodial services.

III. Student Occupancy

The ultimate responsibility for ensuring full occupancy, as designated by the stated capacity, lies with the Chapter.

A. Capacity

1. Capacity of a residence is defined as the maximum number of students housed in a given residence as designated by the University.
2. Occupancy is set by the Office of Residence Life based on an annual review of space. Requests to change designated occupancy must be submitted to the Coordinator for Greek Affairs responsible for Housing Operations by the 8th week of the fall semester.
 - a. The capacity of the small group residences will be raised for an entire academic year, at the minimum.
 - b. Only members of the Chapter may be over-assigned. Rooms assigned to non-members will not be over-assigned, nor will normal furnishings be shared or reduced in these rooms.
 - c. Extra furnishing to accommodate the over-assigned individual(s) will be supplied as time and supplies permit.
 - d. The University does not encourage the Chapter to request over-assignments.

B. Assignment of Students to the Chapter Residence

1. The housing roster, and the individual on-campus request forms for Fall Semester for all persons listed, must be filed in the Office of Residence Life on the date specified by that office. The chapter may be billed and/or face other sanctions imposed by the Greek Housing Board for failure to meet this deadline.
2. The housing roster, and the individual on-campus request for new residents for Spring Semester, must be filed in the Office of Residence Life on the date specified by that office.
3. All members on the chapter housing roster must sign up on-line during the designated period of time in the spring semester (early January to early February) and pay their initial deposit. The chapter may be billed and/or face other sanctions imposed by the Greek Housing Board for members not paying their initial deposit by the deadline established.
4. In mid-April, the chapter should hold a meeting with all members living in the chapter house the following academic year to assign rooms. After the completion of this meeting, all members living in the chapter house the following academic year should go on-line to sign up for their room. The chapter may be billed and/or face other sanctions imposed by the Greek Housing Board for members not signing up for a room and/or signing up for the wrong room.
5. In residences housing over 30 residents, at least 85% of the persons listed on the roster must be affiliated members or new/associate members of the Chapter. In residences housing less than 30 residents, at least 95% of the persons listed on the roster must be affiliated members or new/associate members of the Chapter.
6. To ensure full occupancy for the Fall semester, a waiting list should be generated with ten percent of the chapter capacity (ex: A house with a capacity for 40 would need to have a waiting list of at east four students). All students listed on a waiting list must have applied for on-campus housing and individual on-campus request forms must be submitted to the Office of Residence Life with the Fall housing roster.
7. It is the responsibility of the Chapter to insure that the waiting list consist of persons who understand their commitment to live in the residence and will comply when notice of transfer to the Chapter residence unit is received.

8. Additions and/or changes to the housing roster may be made until such time as the Office of Residence Life establishes a closing date for University housing. Once the housing roster is submitted to the Office of Residence Life, the Chapter President, House Manager and a designated Chapter Advisor will be the only people authorized to make adjustments to the roster.
9. In the event that the roster is inadequate to meet the required Fall Semester occupancy by the designated date, or it is inadequate as of the opening of Spring Semester, the University reserves the right to: 1) assign any student to fill vacancies, or 2) reassign members on the roster of the Chapter to other University residences and reallocate the small group residence to other eligible persons or groups. In addition, a \$500 fine will be assessed for every housing spot not occupied by a member of the chapter (vacancies, non-Greeks, etc.) on the first day of classes each semester.
10. Any non-member assigned by the Office of Residence Life will be permitted to live in the house for the entire year.
11. The University reserves the right to reassign any member of the Chapter to other residence hall space upon resignation or deaffiliation from the Chapter. The Chapter is responsible for ensuring that all residents of the Chapter residence house are aware of this policy.
12. Non-members will have the use of all common areas (laundry, computer labs, kitchen).
13. First year students, who are members of the Chapter, will not be allowed to reside in the house during their first semester at Bowling Green State University.
14. The Chapter is responsible for notifying all residents that the individual housing agreement is for a full academic year. The terms of the Residential Acceptance Agreement supercede any agreements the Chapter may have with its members regarding requirements to live in the Chapter residence unit.
15. The Chapter is responsible for ensuring that all members are aware of the clauses contained in this agreement that may impact them.
16. Organization presidents must live in the Chapter's designated house during his/her term. This policy may be appealed to the Associate Director of Residence Life and Director of Greek Affairs. If the Chapter President resides in the residence house during the Fall semester, and if the Chapter is in compliance with the Chapter Housing Residence Agreement and not on Chapter Housing Probation, the out-going Chapter President may apply to be released from his/her Housing Agreement for the following Spring semester, provided that he/she has otherwise met all other University residency requirements.
17. If space is available, the Chapter President will be permitted to occupy a designated single room at the double room rate. This benefit is only available to the Chapter President during his/her term of office. If the Chapter President opts not to occupy the designated single room, that room will be made available to another resident at the single room rate.

IV. Designated Liaison

Item 4 of the Chapter Residence Housing Agreement states that, "A member of the chapter who resides in the house will be designated by the chapter as the student in charge for the chapter regarding situations or activities in the house." This person will serve as a primary liaison between the Office of Residence Life, the University-appointed Residence Life live-in staff member, and the Chapter in meeting the requirements outlined in the Agreement and Exhibit A.

V. Chapter Housing Probation

- A. The Chapter may be placed on Chapter Housing Probation for failure to meet the requirements of this Agreement as interpreted by the Associate Director of Residence Life and Director of Greek Affairs or designee. The length of this probationary period will vary based on the nature of the failure to comply.

- B. If at any time during the probationary period, the Chapter is found to be in non-compliance with the terms of this Agreement, the Chapter will be required to appear before the Greek Housing Board to explain the circumstances of the non-compliance. The Greek Housing Board will make recommendations to the Associate Director of Residence Life and Director of Greek Affairs or designee regarding the non-compliance. This may include the Chapter forfeiting the privilege of occupancy in the chapter house.

VI. Procedures for Review

- A. The Chapter may be reviewed each semester by the Greek Housing Board. Chapters failing to provide full occupancy for the house will be reviewed at the beginning of that semester. Chapters will be reviewed in the following areas:
 - 1. Occupancy trends for the past six semesters;
 - 2. Annual Maintenance Reports (individual and group billing for damages);
 - 3. Improvements to the facility;
 - 4. Disciplinary actions involving the chapter;
 - 5. Timely completion of forms from the Office of Residence Life.
- B. Upon review of the above areas, the Greek Housing Board may request that the Chapter appear before the Board to explain any deficiencies and demonstrate a continued commitment to this agreement, and a desire to retain the Chapter house. The Greek Housing Board will then make a recommendation to the Associate Director of Residence Life and Director of Greek Affairs or his/her designee.
- C. Upon receipt of the recommendation from the Greek Housing Board, the Associate Director of Residence Life and Director of Greek Affairs or his/her designee may take one of the following actions:
 - 1. Issue a letter to the Chapter indicating that the Chapter will be permitted to continue, in good standing, in the Chapter house;
 - 2. Issue a letter indicating deficiencies in specific areas and require specific progress in deficient areas during the current academic year to continue the housing agreement;
 - 3. Assess a fine to cover the lost revenue from vacancies in the Chapter house.
 - 4. Issue a letter indicating the Chapter is on Probation and require specific progress to continue the housing agreement;
 - 5. Reassign members on the roster and reallocate the chapter house.

VII. Penalties

- A. Failure to abide by the terms of this housing agreement and the procedures may result in immediate termination of the housing agreement.
- B. The University reserves the right to assess a fine to cover the lost revenue from vacancies in the Chapter residence unit.
- C. The Chapter shall promptly pay all bills incurred, including all expenses incurred for kitchen and dining hall operations and for the purchase, repair, and improvement of its own equipment and events or activities sponsored by the Chapter. All unpaid obligations to the University or to other vendors will be settled prior to the renewal of the housing agreement. Failure of financial responsibility shall result in cancellation of the housing agreement.
- D. The advisor and affiliated national organization will be notified by the Associate Director of Residence Life/Director of Greek Affairs or designee at any time that a Chapter is placed on Chapter Housing Probation.

I have read this Agreement and received a copy. I understand the contents and agree to ensure the members of the Chapter and guests are aware of, and shall abide by, this Agreement.

Chapter President

Signature: _____ Date: _____

Print Name: _____

I have reviewed the Greek Housing Agreement with the officers of the group. To the best of my knowledge, the officers understand their responsibilities as outlined in the documents.

Chapter House Corporation Chair or Chapter Advisor

Signature: _____ Date: _____

Print Name: _____

For the University:

Signature: _____ Date: _____

Print Name: Dr. Ron Binder, Associate Director of Residence Life/Director of Greek Affairs