

THIS AGREEMENT is entered between Bowling Green State University (hereinafter called the University), and _____. (hereafter called Chapter), which will be assigned _____ with a capacity of ____ for the period of July 1, 2009 to June 30, 2010.

It is agreed by and between the parties as follows:

1. The assignment of a house by the University to a Chapter is regarded as a privilege.
2. A signed Greek housing agreement is due by **5:00pm on Thursday, February 5, 2009** and this agreement shall cover the 2009-10 academic year.
3. Only chartered fraternities and sororities are eligible for a chapter house, though an exception may be granted by the Greek Housing Board.
4. The Chapter shall 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.
5. 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.
6. The Chapter must maintain a 2.50 GPA each semester as determined by the roster in Greek Affairs.
7. The capacity of the house is determined annually by the University.
8. The Chapter is responsible for maintaining its required capacity at all times. The University may assign non-members to the house in order to maintain occupancy and/or assess a \$600 vacancy charge per vacancy per semester.
9. A roster for the next academic year shall be submitted no later than the Thanksgiving break for all those living in the house the following year, including a 10% waiting list.
10. 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.
11. 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.
12. The officers and members have a duty to report all violations of law and University policies that occur in or around the house to the appropriate University officials.
13. The University shall provide utilities, general custodial and maintenance services, major kitchen appliances, dining room tables and chairs for the number of residents (not members), 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, but the final appointment is made by 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 will be reviewed annually. The Chapter will be required to appear before the Greek Housing Board annually as part of the review. Failure to demonstrate fulfillment of the Agreement and/or the procedures outlined in the Agreement will result in the Greek Housing Board, who can 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

1. Purchase, repair, maintenance, replacement and insurance of common area furniture is the responsibility of the Chapter.
2. Any Chapter desiring to undertake renovations or replace furnishings must first submit a request to the Office of Residence Life for approval (no construction work will begin until the project is approved by the Office of Residence Life).
3. Construction work must be performed by a contractor approved by the Office of Residence Life. All work will be inspected and accepted by a staff member in the Office of Residence Life. Unsatisfactory construction or materials will be replaced and charges assumed by the individual or group completing the unsatisfactory construction.
4. 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 Office of Residence Life prior to purchase and/or installation in the residence.
5. All permanent construction and renovations including draperies and carpeting will become part of the residence and the property of the University.

6. Only furniture that meets the fire retardant code is permitted in the chapter house. Vinyl furniture such as bean bag chairs and overstuffed upholstered furniture that is not classified as being fire retardant is prohibited. All furniture must have verification that it is fire retardant. Samples and specifications must be presented to the University for approval. 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.
7. 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.
8. Personal property may not be stored in the residence during the summer session.
9. Non-residents may not store personal property in the residence at any time.
10. The University strongly encourages each chapter to insure Chapter property since the University does not provide this coverage.
11. 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.
12. Exterior signage identifying the Chapter is 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. 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.

II. Computer Lab

1. 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.
2. 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.
3. The University will provide paper and toner based on the number of residents (not chapter members) at the beginning of the academic year. The Chapter is responsible for providing paper and toner beyond the initial supply.

III. Kitchen and Dining

- A. Operation of the kitchen and serving of meals is delegated to the Chapter with two options for providing meals to chapter members. The chapter must select an option no later than 30 days prior to the start of exam week each semester. Failure to select an option will result in the chapter automatically being signed up for Option 2.

Option 1: Chapters employing a cook to supervise all kitchen operations. Chapters choosing this option must ensure the following:

1. The cook participates in all appropriate University training seminars concerning kitchen operations by the appropriate University department. The cost of these seminars, if any, will be paid by the Chapter.
2. Nutritious meals are served as defined by the University Dining Services.
3. All local, county, state and federal regulations pertaining to licensed food services are followed.
4. All taxes, fees and payments related to the employment of kitchen employees and all necessary University, local, state and federal documents are processed as required.
5. A full meal plan consisting of a minimum of two prepared meals per day, Monday through Friday shall be provided. Meal service will be provided beginning the first day of classes each semester through at least Wednesday of finals week. The meal service shall be provided for the Greek House Director, at no cost to the Greek House Director. The chapter will be paid \$500 per semester to help offset the cost of the meal service for the Greek House Director.
6. 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. The cook's contact information shall be submitted to Greek Affairs annually.

Option 2: Chapters not employing a cook may opt to cater meals in the chapter facility by a place approved by both Residence Life and University Dining Services and must provide the following:

1. Nutritious meals as defined by the University Dining Services are served.
2. All local, county, state and federal regulations pertaining to licensed food services are implemented.
3. All taxes, fees and payments related to the employment of kitchen employees and all necessary University, local, state and federal documents are processed as required.
4. 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. The Greek House Director shall be included on the meal program, at no cost to the House Director. The chapter will be paid \$500 per semester to help offset the cost of providing meals to the House Director.
5. Understanding 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.

- 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 are required to participate in the determined Chapter meal program, unless an exemption has been granted by the Associate Director of Residence Life and Director of Greek Affairs. If an exemption is granted, the individual will be charged for the minimum University meal plan. If a member has not made payments toward the chapter meal program by the third week of classes, that individual will be automatically billed for the minimum University meal plan and the chapter will be found in violation of the Housing Agreement.
- D. The Chapter is responsible for ensuring the cleanliness of the kitchen and dining area, as defined by University custodial services.

IV. Assignment of Students to the Chapter House

1. First-semester students are not permitted to reside in the chapter house.
2. Chapter presidents must reside in the chapter house during their term. Exceptions may only be approved by both the Greek Housing Board and the Associate Director of Residence Life and Director of Greek Affairs.
3. 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 supersede any agreements the Chapter may have with its members regarding requirements to live in the Chapter house.
4. A \$600 vacancy charge will be assessed for every vacancy on the first day of classes each semester.
5. In the event that the chapter continually does not fill the house to capacity by the designated date, the University reserves the right to:
 - a. assign any student to fill vacancies
 - b. re-assign members on the chapter roster to other University residences and reallocate the small group residence to other eligible persons or groups
 - c. the chapter may be billed and/or face other sanctions.
6. Any non-member assigned by the Office of Residence Life will be permitted to live in the house for the entire year and will have the use of all common areas (laundry, computer labs, kitchen, etc.).
7. The University reserves the right to reassign any member of the Chapter to other residence hall space upon resignation or de-affiliation from the Chapter. The Chapter is responsible for ensuring that all residents of the Chapter residence house are aware of this policy.
8. The Chapter is responsible for ensuring that all members (and non-members invited by the chapter to live in the house) are aware of the clauses contained in this agreement that may impact them.

V. Sign-Up Procedures

1. The chapter house roster for Fall and Spring semesters must be submitted to Residence Life on the dates specified by that office.
2. To ensure full occupancy for the Fall semester, the chapter house roster should include a waiting list of 10% of the capacity (ex: A house with a capacity for 40 would need to have a waiting list of at least four students).

3. All students listed on the chapter house roster and waiting list must have applied for on-campus housing (unless already residing in University housing).
4. The Chapter ensures that those on the chapter house roster, and waiting list, understand their commitment to live in the chapter house.
5. Those on the chapter house roster must sign up on-line during the designated period of time in the spring semester, and make their initial payment for Fall semester.
6. 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 chapter house roster is submitted to Residence Life, the Chapter President, House Manager and a designated Chapter Advisor will be the only people authorized to make adjustments.

VI. Chapter Housing Probation

1. The Chapter may be placed on Chapter Housing Probation for failure to meet the requirements of this Agreement as interpreted by the Greek Housing Board, 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.
2. 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.

VII. Procedures for Review

- A. Chapters not fulfilling their housing agreement (capacity, discipline, etc.) will be appear before the Greek Housing Board and the following information will be reviewed:
 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.
 6. Interactions with the Greek House Director.
 7. Utilization of common space for programming and community development.
 8. Any other areas deemed appropriate by the Greek Housing Board.
- B. 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.

VIII. Penalties

1. Failure to abide by the terms of this housing agreement and the procedures may result in immediate termination of the housing agreement.
2. The University reserves the right to assess a fine to cover the lost revenue from vacancies in the Chapter house.
3. 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.
4. 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.

IX. House Director

1. Attached is the Greek House Director position description. It is expected that the chapter leadership will be familiar with the minimum responsibilities expected of the Greek House Director
2. Chapter president agrees to meet weekly with the Greek House Director during a structured and regularly established time.
3. Chapter House Manager agrees to meet weekly with the Greek House Director during a structured and regularly established time.
4. The chapter president agrees to provide an opportunity at regularly scheduled chapter meetings to allow the House Director to make announcements and give a report to the chapter at least bi-weekly.

X. Other

Having a chapter house is a privilege and one that is awarded to those chapters committed to utilizing all available space to accomplish the following objectives:

1. Foster a stronger brotherhood/sisterhood among members.
2. Through intentional programming, contribute to the personal growth and development of the membership.
3. Create an atmosphere conducive to academic excellence.

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

Gordy Heminger, Associate Director of Residence Life/Director
of Greek Affairs