LEASE AND AGREEMENT FOR PROVISION OF SERVICES

This “agreement” entered into as of this ___th day of __________, 20__ between Emory University (hereinafter “Emory”) and ______________ (“Sorority”).

WITNESSETH:

Whereas as of the date of this Agreement the Chapter (as defined below) is an Emory-reorganized organization operating on the Emory campus in Atlanta, Georgia to which Emory students may belong; and

Whereas, Emory owns the land located at 11 Fraternity Row between Peavine Creek Road and Asbury Circle on the Emory campus in Atlanta, Georgia; and

Whereas, Emory desires to lease the Sorority House (as defined below) to the Sorority, and the Sorority desires to lease the Sorority House; and

Whereas, both the Sorority and Emory desire that the Sorority House (as the term defined below) be managed in a safe and fiscally-responsible manner; and

Whereas, Emory and the Sorority desire to enter into an agreement that shall govern the manner in which the Sorority is permitted by Emory to occupy the land and improvements at the aforesaid address (said land and improvements hereinafter referred to as the “Sorority House”); and

Whereas, Sorority House will be used to provide housing to Emory students while enrolled at Emory University; and

Whereas, in accordance with Emory policies governing fraternities and sororities operating on the Emory University Campus, Sorority has elected to have Emory provide certain services for the management, upkeep and maintenance of fraternity and sorority houses on the Emory campus; and

Whereas, both parties agree that in performing under this Agreement, they will act reasonably and exercise the utmost in good faith with respect to each other; and

Whereas, in accordance with the aforementioned Emory policies, and in order to better provide for the upkeep of the Sorority House and thereby improve the quality of housing for all Emory students residing there, Emory agrees to provide and the sorority agrees to accept and pay for the services specified hereunder.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows:
I. Introduction

1. The foregoing whereas clauses are restated here and agreed to by both parties.

2. As used herein, the terms set forth below have the following definitions:
   a. “Sorority” means the Emory House Corporation, which leases the Sorority House (as defined below) from Emory for use by the Chapter.
   b. “Chapter” means the chapter of the sorority, members of which Chapter occupy the Sorority house.
   c. “Sorority Member” means any undergraduate student at Emory who belongs to or is pledged to the Sorority.
   d. “Sorority House” means the physical structure owned by Emory and the plot of land upon which such structure stand also owned by Emory more specifically described as follows;

      One of the buildings, either of buildings A through J as designated by Emory, within the Sorority Village (sometimes referred to as the Sorority Complex) located on Emory’s campus between Peavine Creek Drive and Asbury Circle at 11 Fraternity Row, Atlanta Georgia and which structure shall be utilized/occupied by Sorority Members.

   e. “Operating Budget” means the annual budget established by Emory for the Sorority’s operations in accordance with Section IV below. During each year that this Agreement is in effect, a copy of the Operations Budget for that year shall be provided by Emory to Sorority.

3. Definitions of certain other terms used herein are as set forth elsewhere in this Agreement.
II. LEASE

1. Unless extended or sooner terminates as provided herein, the term of this lease shall be for a period of then (10) years, commencing on August 1, 2006 and ending on July 31, 2016. The annual rent shall be the aggregate rental rates and/or occupancy rates established in accordance with Article IV hereof.

III. SERVICES TO BE PROVIDED BY EMORY

1. Emory will provide the services listed below in this Section III, Paragraph 1, Subparagraphs A through C on a weekly basis (Monday through Friday); in a professional and workmanlike manner; the specific scope and details of all services to be provided hereunder and the manner in which they are to be provided shall be determined by Emory in its reasonable discretion.

   a. “Routine Maintenance” of the Sorority House consisting of repair and maintenance items, each of which can be performed for a single expenditure of less than Two Thousand Dollar ($2000.00). Any single item of maintenance or repair that requires an expenditure of Two Thousand Dollars ($2000.00) or more shall be considered to be a “Capital Improvement” and shall be handled in accordance with Section V below. In connection with the provision of Routine Maintenance, Sorority shall have access to Emory on-call maintenance service. All requests for Routine Maintenance must be routed through The Village House Manager.

   During the academic year Emory will provide “Routine Custodial Service” consisting of general cleaning of all common areas of the Sorority House Monday through Friday with a light cleaning provided on Saturdays; custodial service for individuals’ residential quarters is not a part of Routine Custodial Service and shall not be provided, with the exception of the bathrooms of such individual residential quarters which Emory will clean only during holiday breaks and at the end of each academic year upon departure of the residents from the Sorority House. More extensive cleaning of the common areas if the Sorority House including the cleaning of windows; shampooing of rugs; stripping and waxing of floors shall be performed by Emory on a schedule established by Emory in consultation with the Sorority. Any additional cleaning that may be required beyond the aforesaid scheduled cleaning, including cleaning required after large events held at the Sorority House, shall not be considered to be Routine Custodial Service and shall be the responsibility of the Sorority. Any requests for cleaning services of any type must be routed through Emory. If agreeable to Emory and if within the
Sorority’s Operating Budget, weekend cleaning may be provided to the Sorority upon request from the Sorority to Emory. Sorority agrees to ensure that any such request for weekend cleaning shall be made as far in advance as possible. All requests for weekend cleaning must be made through Emory’s Custodial Services.

b. Routine maintenance of grounds consisting of mowing, trimming bushes, watering, maintenance of any existing beds and leaf blowing. Any requests for grounds maintenance services that are not routine must be routed through Emory’s University Housing.

2. Emory shall only be required to provide services specified hereunder if the actual cost to Emory of providing such services falls within the parameters of the Operating Budget. Specifically, and without limitation, Emory agrees that in exercising its discretion for incurring expenses to be assessed against the Sorority or Sorority members (as the term is defined below), it will exercise the utmost in good faith to assure that the incurring of such charges and the amount provided, and all costs allocated therefore by Emory shall be applied against the appropriate Sorority accounts.

3. All payments to Emory required under any invoice issued by Emory hereunder shall be paid as directed in said invoice; provided, however, that if no directions are set forth in said invoice, then such payments shall be made to “Emory University” and directed to the following address: “Emory University Office of Sorority & Fraternity Life.” All payments shall be made in currency of the United States of America or in such other form as may be prescribed by Emory, e.g., check, certified check. This Agreement and the services provided hereunder shall be subject to the provision of the Financial Relationship Statement between the Sorority and Emory.

4. Emory reserves the right to inspect the Sorority House, except for the closet containing ritual equipment of the Chapter, which shall be private, with 24 hour written notice to determine if it is in a reasonably neat and orderly condition. Notwithstanding the above, in the event of an emergency situation involving potential imminent danger, loss of life or property or fire damage, Emory shall have the right immediately to inspect the closet containing ritual equipment. IN the event that Emory in its reasonable discretion determines that there are items of cleaning that must be performed beyond those for which Emory is responsible then Emory, at its option, may (a) notify the Sorority of the need for such cleaning, and if such cleaning is not completed to Emory’s reasonable satisfaction within 24 hours after such notice then Emory may complete such cleaning and bill the Sorority therefore and/or debit the
Sorority’s Reserve Account in accordance with Section VI. Paragraph 7 below; or (b) in the event that Emory, in its reasonable discretion, determines that circumstances warrant that such cleaning be performed immediately then Emory may carry out such cleaning without notice to the Sorority and bill the Sorority therefore and/or debit the Sorority’s Reserve Account in accordance with Section VI. Paragraph 7 below.

5. Emory shall be obligated to provide the services specified under this Agreement to the Sorority only to the extent of the funds available in the Sorority’s Operating Account (as that term is defined below) maintained with Emory. Emory maintains the right to refuse to provide services to the Sorority should Emory determine that revenue within said Operating Account is insufficient to cover the cost of such services.

IV. APPROVAL OF SORORITY OCCUPANCY RATES AND ROOM RENTS

1. For each year during which the Agreement is in effect, Emory, in consultation with the Sorority, shall establish Sorority’s annual Operating Budget, the number of occupants that shall reside in the Sorority House and the room rent to be charged each occupant. Emory agrees that the room rents that is establishes to be charged to the Sorority will not exceed the total room rents calculated according to the following formula: for each bedroom space with the Sorority House, take the number of occupants for which such bedroom space was originally designed to accommodate and multiply this number of occupants by one of the following appropriate Emory annual residence hall rental rates: (a) the single rate if the bedroom space is designed for one occupant; (b) the double rate if the bedroom space is designed for two occupants; or (c) the studio rate if the bedroom space is designed for three occupants. Prior to the start of the Fall Semester, Emory shall provide the Sorority with a copy of the Sorority’s Operating Budget and shall notify Sorority of the number of occupants that is shall have in the Sorority House and the room rent that it will assess each occupant. In determining occupancy numbers and room rents, Emory shall consider, among other things, the number of occupants and rental rates necessary to enable Sorority to meet all requirements of its Operating Budget, as well as to meet any payments to Emory required under this Agreement or any other Agreement between Emory and Sorority; provided that the foregoing rates shall in no case exceed 110% of the Emory annual residence hall rental rates for comparable accommodations.

2. If an increase in occupancy of the Sorority is required by Emory or requested by the Sorority, Sorority and Emory agree to cooperate in an attempt to meet such increase. If Sorority cannot meet such a required occupancy increase by housing additional Sorority Members at the Sorority House, then Emory shall have the right, but not the obligation, to house other Emory students at Sorority House; provided, however, that such students will be required to pay room rents that are
the same as those assessed against Sorority Members for similar rooms. All revenue collected by Emory from any such students housed by Emory at the Sorority House shall be allocated to the Operating Account of Sorority. Any students selected by Emory to be housed at the Sorority House who are not Sorority Members shall be subject to the reasonable approval of the Sorority Member leadership and Emory.

3. If Sorority cannot meet rental rates and/or occupancy rates necessary to fully fund its Operating Budget, then Sorority, at its option, many choose to make up any shortfall in its Operating Budget through payment of its own funds to Emory. If, however, for one calendar year Sorority cannot meet rental rates and/or occupancy rates necessary to fully fund its Operating Budget and cannot or will not make up any such shortfall out of its own funds at such time as payment of said shortfall is requested by Emory, then Emory reserves the right to terminate this Agreement in accordance with the provisions of Section IX below and/or revoke Sorority’s status as an Emory-recognized students organization operating on the Emory campus.

V. CAPITAL IMPROVEMENTS

1. At least annually, Emory shall inspect the Sorority House in order to determine, in Emory’s reasonable and sole discretion (after consultation with the Sorority), what Capital Improvements need to be made to the Sorority House.

2. After determining the Capital Improvements that need to be made, if any, Emory shall obtain cost estimates for making such Capital Improvements and shall include the cost for such Capital Improvements within the next annual Operating Budget that is established after the need for the Capital Improvement is determined. Notwithstanding the foregoing, Emory shall be responsible for the cost of any Capital Improvements required to make the Sorority House complaint with applicable provisions for Executive Order 11246 (as amended), Americans with Disabilities Act of 1990, Section 503 of the Vocational Rehabilitation Act of 1973, and the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, and applicable regulations thereunder.

3. With respect to any Capital Improvement the cost of which cannot be feasibly incorporated into one year’s Operating Budget, Emory agrees that after first seeking the approval of the Sorority it will then approach its Trustees regarding approval of or a loan of funds from Emory to the Sorority to cover the cost of such Capital Improvement provided that: (a) revenue and cost projections for the Sorority establish to Emory’s satisfaction that such loan and any interest (debt service) thereon can be accommodated within the Sorority’s Operating Budget throughout the life of the loan; (b) the Sorority is in good
standing with Emory university and the Sorority is not in default under this Agreement or any other agreement between Emory University and the Sorority. Notwithstanding anything set forth herein, nothing in this Agreement shall obligate Emory University to make any type of loan to Sorority.

4. All capital Improvements to the Sorority House shall be carried out by Emory and shall be in accordance with all applicable building codes; provided, however, that the Sorority may submit additional licensed contractors to be added to Emory’s bid list. In the event that Sorority and/or Sorority Member(s) undertake to perform or have performed at Sorority House any maintenance, improvements or other work that is not carried out by or through Emory, then Sorority shall be fully and solely responsible for ensuring that all such work is in accordance with all applicable codes and shall also be fully responsible for the costs of any such maintenance/improvements/work, and shall immediately bond-off or pay-off any liens filed against the Sorority House or any other Emory University property as a result of any maintenance/improvements/work performed at the insistence of the Sorority or any Sorority Member. In the event that Sorority fails to pay the cost of any such work and/or pay-off or bond-off any such liens, or if such work requires correction in order to bring it in line with any applicable building codes, Emory may pay/bond-off such amounts/liens and/or perform corrective work and bill Sorority and/or Sorority Member(s) for all of its costs incurred in doing so.

5. Emory shall have the right to approve in advance any contracts that Sorority enters into with any party to provide any type of service to the Sorority House facility. In addition, if Sorority contracts with any vendors to sell goods- or services at the Sorority House, Emory reserves the right to approve in advance the identity of such vendors and any contracts between the Sorority and such vendors.

VI. SORORITY’S PAYMENT TO EMORY OF RENTS AND OTHER FACILITIES’ FEES COLLECTED

1. Sorority hereby fully and irrevocably assigns to Emory (for Emory’s exclusive use to make payments designated as Rent hereunder) any rights that it may have to any rents owed by Sorority Members for occupying the Sorority House and any facility usage fee under Paragraph 3 below owed by Sorority Members who do not reside in the Sorority House.

2. Emory shall bill each Sorority Member residing at the Sorority House directly for the amount of the aforesaid rent/facilities’ that each such Sorority Member owes in accordance with the procedures outline herein. Sorority and Emory may also make arrangements for Emory to bill each Sorority Member for additional fees.
3. Emory shall bill each current, non-resident Sorority Member a facility usage fee in the amount of One Hundred Fifty Dollars ($150.00) (“Facility Usage Fee”) per semester that shall be allocated to said Sorority’s Operating Budget. The Facility Usage Fee shall not be assessed against Sorority Members studying abroad during the semester said fee is billed for the then current billing cycle. Emory shall have the right to increase or decrease the Facility Usage Fee each calendar year of the term; however, Emory and Sorority each agree such increase shall not exceed fifteen percent (15%) of the previous calendar year’s Facility Usage Fees as mutually agreed to by both parties. Nothing contained herein shall restrict or preclude Sorority from assessing separate usage or other fees against its Sorority Members and any such fees (i.e., fees other than the Facility Usage Fee) are not the subject of the assignment set forth herein.

4. Not less than sixty (60) days prior to the beginning of the Fall and Spring semesters at Emory University (as well as prior to the beginning of the Summer Session if any Sorority Member will be residing in the Sorority House for such Summer Session in accordance with Section VIII below), the Sorority shall provide Emory with (a) the list of names and addresses of those Sorority Members who will be residing at the Sorority House for that Semester/Summer Session; (b) a list of the names and addresses of those Sorority Members not residing in the Sorority House; and (c) for each resident and non-resident Sorority Member, a list of the rent (as established by Emory pursuant to Section IV above) and/or other facilities fees that each such Member will be required to pay (as assigned to Emory pursuant to Section VI, Paragraph I above).

5. All Sorority Members billed by Emory will be directed to submit their payments to Emory. Billing shall be handled through Emory’s students’ accounts system and shall be subject to all applicable Emory University policies, procedures and regulations, and any amendments thereto. All funds received by Emory from Sorority Members or from the Sorority will be placed in an Emory account designated as the Sorority’s “Operating Account,” and all funds placed in such Operating Account shall be considered to be Emory funds.

6. In irrevocably assigning to Emory the rents/facilities’ fees specified in section VI, Paragraph 1, the Sorority includes in such assignment any collection rights that it may have with respect to such rents/facilities/fees, including, but not limited to, the right to file a proof-of-claim in a bankruptcy that covers said debts. The Sorority agrees that Emory, in collecting such amounts, may use whatever legally permissible methods Emory chooses, in its sole discretion, including, but not limited to, litigation and cancellation of student registration.
The Sorority further agrees that Emory may settle such cases for such amounts as Emory, in its sole discretion, deems fit, without the necessity of obtaining any further consent or authorization to such settlement from the Sorority. Any collection/attorneys’ fees/court costs/bankruptcy-related costs or attorneys’ fees that must be paid in connection with the collection of such accounts will be paid by Emory.

7. Throughout the term of this Agreement Emory shall designate a minimum of six percent (6%) of the Sorority’s total Operating Budget for a “Reserve Account” that shall be controlled by Emory and used to offset the Sorority’s indebtedness by deducting form the Reserve Account any such indebtedness resulting from Capital Improvements performed by Emory, or the Sorority’s failure to timely pay any amounts due and owing to Emory under this Agreement, or any other agreement between Emory University and Sorority.

Emory may debit such Reserve account to pay for any damage caused to the Sorority House or other Emory University property by Sorority, Sorority Members or censees, guests or invitees thereof, and with Emory’s approval, funds in such Reserve Account may also be used for Capital Improvements to the Sorority House. At the end of each Operating Budget year, Emory shall debit any deficit from the operating Account from said Reserve Account, or credit such Reserve Account with any Operating account surplus. Emory agrees to invest funds held in the Reserve account and credit said Reserve Account with the monthly interest earned, if any. Emory and Sorority also agree that if the Reserve Account accrues a deficit, then Emory reserves the right to charge interest on such deficit at a reasonable rate determined by Emory. In addition to the foregoing right to assess interest against any deficit on a Reserve Account, if at any time funds in Sorority’s Reserve Account are inadequate to meet sorority’s obligations under this paragraph or as otherwise set forth in this Agreement or any other agreement between Sorority and Emory and Sorority cannot make up such shortfall (and any interest accrued thereon) through its own funds at such time as payment of the shortfall is requested by Emory then Emory reserves the right to terminate this Agreement in accordance with the provisions of Section IX below and/or revoke Sorority’s status as an Emory-recognized organization.

VII. VANDALISM TO THE SORORITY HOUSE

1. In the event of damage to the Sorority House, caused by vandalism, or other criminal or intentionally wrongful acts, or by the gross negligence of Sorority, Sorority Members or licensees, guests or invitees thereof Sorority agrees that Emory, in its sole discretion, may provide Sorority with an estimate of the cost of repairing such damage, and Emory may then pursue any or all of the following options to cover the cost of repairing such damage: (a) bill the Sorority for the cost of repairing such damage; (b) debit the aforesaid Operating Account and/or Reserve Account for all or a portion of such cost;
(c) bill individual Sorority Members for such costs in accordance with the proportion of liability assigned to such members(s) by the Sorority; (d) bill the Sorority as a whole for any portion of the costs. Any or all of the aforesaid options may be selected by Emory at any time until there has been complete recovery of the costs.

2. In Emory’s sole discretion, Emory may choose to carry out the aforesaid repairs in accordance with the procedures outlined for Capital Improvements above.

**VIII. SUMMER OCCUPANCY**

1. Emory, in its sole discretion, reserves the right to determine whether or not the Sorority House will be occupied during the Summer Session and the use and purpose of such occupancy, if any, may include, but is not limited to:

   a. Allowing the Sorority to occupy the Sorority House contingent upon Emory’s approval within ninety (90) days of Sorority’s submission of a written proposal to Emory by February 15th of each year addressed to the Director of Sorority and Fraternity Life at DUC/Drawer B;

   b. Closing the Sorority House for the Summer Session; or

   c. Using the Sorority House during the Summer Session for such other purposes as Emory deems necessary (e.g. Emory University Conferences).

In the event that Emory selects the option set forth above in Section VIII.1. a, then all provisions of this Agreement shall apply to use of the Sorority House by Sorority during the summer session. In the event that Emory selects that option set forth above in Section VIII.1. c., then Sorority shall grant Emory full occupancy of the Sorority House for the Summer Session. Emory must provide the Sorority thirty (30) days notice regarding such occupancy. Emory agrees to require occupants (and/or their sponsors) during any summer session to carry adequate liability and property insurance naming Emory, the Sorority (and applicable House corporation if different from the Sorority) as additional insureds to the summer occupants insurance policies to cover any liability for damages during said occupation and to repair any damage to the Sorority House and return the Sorority House and all private property to the Sorority in good order and condition as soon as practicable. Furthermore, the duration of the use by non-members, Emory must provide insurance coverage for the interests of the Sorority and endorse said insurance to name the sorority as an additional insured (such coverage shall be secondary and non-contributory to the insurance required to be carried by the summer occupants). Emory agrees that any fees, generated by the use to which the Sorority House is put by Emory shall be applied as follows: (i) first, to cover any of Emory’s expenses (direct or indirect) in connection with such use; (ii) second, to any past-due amounts (or interest or late fees thereon) owed by the Sorority to Emory under this or any other agreement, or otherwise; and (iii) third, any
remaining balance to the Sorority’s Operating Account.

IX. TERM AND TERMINATION OF AGREEMENT

1. Sorority acknowledges and agrees that this Agreement shall remain in effect until such time as it is (a) terminated by Emory for any or no reason, upon six (6) months written notice to Sorority; or (b) at such time as Sorority is no longer recognized as an Emory-approved students organization authorized to operate on the Emory campus as evidenced by written notice from Emory to Sorority to this effect, said notice effective upon its date or (c) terminated by sorority for any or no reason, upon six (6) months written notice. The withdrawal of Emory’s and/or Intersorority Council’s (“ISC”) recognition of Sorority as an Emory-approved ISC-approved student organization may either be initiated by Emory (and/or the ISC) pursuant to applicable rules, regulation and policies governing such recognition, or may be requested by Sorority upon 90 days written notice to Emory that it no longer desires to operate as an approved student-organization on Emory University’s campus.

2. In the case of termination of this Agreement pursuant to this section or any other section of this Agreement, any amounts due Emory here under through the effective date of such termination or under any other agreement between Emory and Sorority shall immediately become due and payable and the Sorority shall promptly pay all such amounts to Emory; provided, however, that the Sorority shall not be required to pay the balance, if any, due for Capital Improvements financed by Emory under Article V. If no such fees are due, then any funds remaining in the Reserve and Operation Accounts shall be refunded to the Sorority within 60 days after the date of termination. If no amounts are owing from Sorority to Emory under this Agreement any of the agreement or otherwise, then upon termination of this Agreement, Emory shall transfer any rents/facilities fees or accounts therefore that were assigned to it back to the Sorority for collection; provided, however, that Emory shall be entitled to retain any amounts collection by Emory that were previously applied by Emory to any amounts owed here under or under any other agreement between Sorority and Emory. If this Agreement is terminated by Emory without the withdrawal by Emory of the recognition of Sorority as an approved student-organization, then any other agreements between Emory and the Sorority or Sorority Member’s shall remain in effect, and Sorority and Sorority Members shall still be subject to any other Emory rules, regulations, or policies regarding the Sorority or Sorority Members at Emory. If this Agreement is terminated by Emory due to its withdrawal of recognition of the Sorority as an approved student organization, then all other agreements between Emory and Sorority also shall, at Emory’s election, terminate according to their terms. Upon the effective date of Emory’s withdrawal of its recognition of sorority as an approved student organization, Sorority shall cease all operation upon the Emory University campus.
X. BREACH

1. If at any time during the term of this Agreement, either party here to breaches any provision here of, then upon written notice of the breach from the non-breaching party to the breaching party, the breaching party shall have ten (10) business days’ from the receipt of such notice in which to cure such breach. If the breaching party fails to cure, or to begin and diligently prosecute such cure, within the aforementioned period, or if such cure is begun and prosecuted, but is not completely cured within 30 days of the date of receipt of the notice, then non-breaching party may pursue an action for damages or any other remedies to which it may be entitled, and in addition, if the non-breaching party is Emory, it may terminate this Agreement in accordance with Section IX above.

XI. INDEMNIFICATION AND INSURANCE

1. Sorority shall indemnify and hold harmless Emory, its agents, employees, faculty members students and trustees from and against any and all claims, losses, actions, damages, expenses, and all other liabilities including but not limited to attorney’s fees directly or indirectly arising out of or resulting from Sorority’s operations provided, however, that the aforesaid indemnification and hold harmless provision shall not apply in the event that any such claim, loss, action, damage, expense or liability is caused by that negligent or intentional acts or omissions of Emory, its agents, employees, faculty members, students (who are not Sorority Members) or trustees. In any instance in which Emory requests Sorority to undertake its obligations under this provision sorority shall have the right to control any defense, litigation and choice of counsel.

2. Throughout the term of this Agreement, Sorority shall carry liability insurance covering all of its operations with respect to the Sorority House, including operation hereunder, with limits of at least $1 million per occurrence and $1 million aggregate, in such form as is acceptable to Emory. In addition, Sorority shall, to the extent it ever allows the serving of alcohol at the Sorority House, carry “Host liquor liability insurance” with limits of at least $1 million per occurrence and $2 million aggregation. All of the aforesaid insurance must provide coverage for the interest of Emory and shall be endorsed to name Emory as an additional insured. At the time that this Agreement is executed, Sorority shall provide Emory with a certificate evidencing such coverage, and said insurance shall be renewed annually, with Emory to receive a new certificate evidencing such coverage prior to or upon the expiration of the previous year’s coverage. In addition, Sorority agrees that Sorority will waive
any right(s) of subrogation that it may have against Emory or Emory’s insurance carriers except for damage or injury caused by the negligent or intentional acts or omissions of Emory, its agents, employees, faculty members, students (who are not Sorority Members) or trustees. Sorority further agrees to release Emory from any covenants not to sue Emory for any and all claims with respect to any loss which is covered by the insurance carried by Sorority or required to be carried by Sorority by law or pursuant to the terms of the Agreement. Sorority’s failure to carry any of the aforesaid insurance shall be considered a breach of this Agreement.

3. Emory shall, during the term of this Agreement, maintain insurance policies in amounts equal to the replacement costs of the Property and all of Emory’s personal property, fixtures, and equipment therein and contents thereof, insuring against loss, damage, and destruction by perils covered by an “all risk” insurance policy, including fire or other casualty.

XII. MISCELLANEOUS

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

2. This Agreement and any rights and obligations hereunder may not be transferred or assigned without the express written consent of both parties hereto.

3. Notices All notices required under this Agreement shall be personally delivered or sent by certified mail, return receipt requested, or facsimile, to the parties at the following addresses:

TO EMORY:  

TO SORORITY:
Emory University Office of Sorority and Fraternity Life Dobbs University Center Drawer B Atlanta, GA 30322 Attn: Director of Sorority/Fraternity Life Tel: (404) 727-4142

With a Copy to:
Emory University Office of the General Counsel 201 Dowman Drive 101 Administration Building Atlanta, GA 30322 Tel: (404) 727-6011

Notices shall be deemed given received or refused. Appropriate contact persons and telephone numbers are also listed above. A copy of any notice sent by facsimile shall also be sent by certified mail, return receipt requested. Either party may change any address, person or telephone number listed hereunder by giving written notice of such change to the other party, which notice shall be effective 10 days after its receipt.

4. Neither party shall assign such party’s rights or obligations hereunder without the prior express written consent of the other party.

5. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and it supersedes all such previous agreements or understanding. This Agreement may be altered, amended, modified or superseded only by a writing executed by both parties hereto.

6. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same, or of any other option, right or privilege on any other occasion.

7. Sorority agrees to abide by all applicable state, federal, and local laws, ordinances and regulations and by all Emory University regulations and policies in carrying out its operations under this Agreement. Sorority and Sorority Members shall also be bound by any other agreements into which they enter with Emory University.
8. Neither party shall be in violation of this Agreement or be liable to the other for damages, including consequential or special damages, if such party is prevented from performing any of such party’s obligations here under for any reason beyond such party’s reasonable control, including without limitation, natural disaster, act of war strike or governmental restriction and controls.

(Signatures appear on next page).
IN WITNESS HEREOF, the parties have hereto set their hands and seals on the date above first written.

EMORY:  

SORORITY:

Emory University

By: ________________ L.S.

Printed Name: ______________

Title: _________________