

**WOFFORD COLLEGE**  
**Spartanburg, South Carolina**

**LEASE AGREEMENT FOR HOUSES**

**THIS LEASE AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2021, (“Effective Date”) by and between **WOFFORD COLLEGE** (the “College”) and the \_\_\_\_\_ **GREEK LIFE ORGANIZATION** (“GLO”):

For and in consideration of the rent to be paid to the College by the GLO, as hereinafter provided, and of the covenants and agreements upon the part of the College and the GLO to be kept and performed, the College hereby leases to the GLO, and the GLO leases from the College, the House # more fully shown on the attached drawing located on the campus of the College (the “Premises”).

1. **Term of Agreement, Option to Renew, and Right of First Refusal.** The term hereof shall begin on **September 1, 2021**, and end on **August 31, 2022**, unless earlier terminated as described herein. (the “Term”).

Upon expiration of the Term, and in the event the GLO is not then in default under the terms of the Agreement, the Lease shall automatically renew for four (4) additional terms of one (1) year each term (the “Renewal Term(s)"). The terms and conditions of this Agreement shall apply in any Renewal Terms, except that the Rent for each Renewal Term is as follows:

Renewal Term 1	September 1, 2022 – August 31, 2023	\$5,500.00 annually
Renewal Term 2	September 1, 2023 – August 31, 2024	\$5,750.00 annually
Renewal Term 3	September 1, 2024 – August 31, 2025	\$6,000.00 annually
Renewal Term 4	September 1, 2026 – August 31, 2027	\$6,250.00 annually

Upon expiration of the Term and all four (4) Renewal Terms, and in the event the GLO is not then in default under the terms of the Agreement, the GLO shall have the first right of refusal to enter into a new lease agreement for the Premises. The right to enter into a new lease shall be first made available to the GLO currently leasing the Premises at the end of the Term and Renewal Terms. If the GLO chooses to not enter into a new lease agreement, any College Greek life organization or GLO that has previously leased the Premises shall be provided the opportunity to enter into a new lease agreement. If that College Greek life organization or GLO chooses to not enter into a new lease agreement, the College may lease the Premises to another College student organization.

2. **Rent.** The annual rent for the Term shall be Five Thousand Two Hundred and Fifty (\$5,250.00) Dollars, which will include water, gas, electricity, WI-FI Internet, cable television, grounds keeping and limited housekeeping services and supplies. The rent amount is due in no more than two (2) equal payments, the first of which must be received on or before September 1, 2021 and the second of which must be received on or before February 1, 2022 It is further understood and agreed that failure of the GLO for whatever reason to pay the semi-annual rent and any other fees owed the College constitutes a default under Section 15 and the Lease Agreement can be terminated, the

Premises will be closed by the College, the Premises must be vacated, and all personal property of the GLO removed, within forty-eight (48) hours of notice to vacate.

3. **House Operation.** The Premises shall be used as a chapter home for active undergraduate members of a Greek Life Organization (“GLO”) and approved by the College, consistent with this Agreement and for no other purpose. During the Term and any Renewal Term of the Agreement, the Premises shall be closed and neither the Housing Corporation nor the GLO shall have access to the Premises between academic terms, on academic holidays, during the summer academic holiday, and in the event of a Temporary Closure pursuant to Section 9 (“Closed Periods”). During such Closed Periods, the Premises may not be used to store personal items or furniture from other residence halls. Access during Closed Periods shall only be permitted by express written permission of the Dean of Students. Should the GLO wish access to the Premises for any reason during Closed Periods, the GLO shall request written approval from the Dean of Students for both the access and the purpose of the entry, and such written permission shall not be unreasonably withheld.

4. **Maintenance and Repairs.** The GLO shall use its best efforts to manage and supervise the Premises, shall be responsible for cleaning and upkeep of the Premises, shall keep the Premises reasonably clear and free from all dirt and trash, and shall keep and maintain every part and portion of the Premises in good order and repair. The GLO agrees to keep the Premises in good repair, and the GLO is responsible for any repairs caused by other than reasonable wear and tear except as provided herein. The GLO shall be responsible for contacting in a timely manner the Assistant Dean of Students for Student Involvement or the Dean of Students to report any hazardous condition or damage and to request repairs or maintenance. If the GLO fails to maintain the Premises adequately, within forty-eight (48) hours after a warning, the Premises will be cleaned or repaired at the GLO’s sole expense. All work to repair damage to the Premises must be done by the College Facilities Department or under the Department’s supervision. Any damage to any portion of the Premises shall be repaired by the College at GLO’s sole expense. GLO shall be responsible for establishing internal procedures for billing the GLO, individual GLO members, or other responsible parties for cleaning or repair services. The College shall be responsible for repairing and replacing electrical systems, plumbing, foundation, roof, HVAC systems, and sub-flooring unless such damage is caused by violations of Section 6 of the Agreement, in which case GLO shall be responsible for repair costs.

5. **Modifications.** Unless the Dean of Students, the Assistant Dean of Students for Student Involvement, and the Director of the Facilities provides express written consent, the GLO shall not make any modification, renovation, alteration, installation, or improvement to the Premises. The GLO shall not paint any portion of or install any lighting on the Premises. All modifications installed or made and any damage done to the Premises in connection with the alteration, modification, renovation, or installation and removal of the improvements will be repaired by the College at the GLO’s sole expense (See Section 4). Any fixtures (stages included) installed under this section become part of the Premises. The GLO shall surrender the Premises in the same condition as they were at the beginning of the Term, only reasonable wear and tear excepted.

6. **Covenants and Agreements.** The GLO covenants and agrees to perform and comply with and keep the following rules, regulations and conditions, and the College shall not be liable for any injuries or damages resulting from any violation thereof:

- a. At the beginning of the Term and any Renewal Term, a representative of the GLO will inspect the Premises with a College administrator and sign the check-in form that the Premises is in good order. The representative of the GLO will also inspect the Premises with a College administrator at the end of the Term and sign the check-out form detailing the condition of the Premises. These inspections may be videotaped.
- b. Order shall be preserved at all times and no injurious conduct to person or property shall be permitted.
- c. Firearms and weapons, including air guns, fireworks, explosives and hazardous substances are prohibited in and on the Premises.
- d. Use of tobacco products (including smokeless tobacco products) are prohibited on College property. The GLO may be fined for the use of tobacco products (see Schedule of Fines).
- e. No flammable items (including but not limited to candles, incense, or matches) are allowed on the Premises including the front porch of the Premises.
- f. No persons, animals or personal property are allowed on the roof of the Premises, Colonnade, or Pavilion at any time. The GLO may be fined for any such occurrence (See Schedule of Fines).
- g. No animals, including birds, dogs and cats are permitted in or on the Premises, with the exception of service animals.
- h. The Premises must have the capability of being locked completely so that the Premises can be made secure, and GLO shall be responsible for any damage to the Premises resulting from failure to do so.
- i. Date and time restrictions for social events held at the Premises shall be as follows: No live musical performances Sunday – Thursday without the written express consent of the Assistant Dean of Students for Student Involvement. On Friday nights, live musical performances must complete their performances by 2:00 am (Saturdays) and on Saturday evening, live musical performances must be completed by 12:00 am midnight (Sunday), unless Campus Safety or the City of Spartanburg Public Safety informs the GLO that music/noise must cease immediately. Stereos must be played at a reasonable level at all times. All music must cease at 2:00 am. An officer of the GLO must complete a Social Event Registration Form and submit it to the Assistant Dean of Students for Student Involvement at least three days (3) prior to an event to be held at the Premises. If the event includes a large musical performance to be held out-of-doors, permits may be required by the City of Spartanburg, therefore, each GLO will be required

to present to the Assistant Dean of Students for Student Involvement a list of live musical performances contracted for at the beginning of the semester.

- j. The GLO must obtain express written permission from the Assistant Dean of Students for Student Involvement before displaying flags, signs, advertisements, notices, or other lettering on the outside of the Premises, or in a manner which is visible from outside the Premises.
- k. The GLO must obtain express written permission from the Assistant Dean of Students for Student Involvement before adding sand, or attaching lights, signs, or banners to the Premises or the Colonnade, Pavilion, or other structures adjacent to the Premises. No tarps shall be attached to the Premises, Colonnade, Pavilion or other structures adjacent to the Premises.
- l. Trash, recyclables, and debris in and around the Premises shall be removed and placed in designated receptacles by 9:00 a.m. daily. No trash or waste shall be deposited in any place on the Premises other than in proper receptacles. The Housing Corporation may be fined for trash, recyclables, or debris that is not properly removed (See Schedule of Fines).
- m. The Premises shall not be used for any unlawful purposes or in such a way as to constitute a nuisance.
- n. The GLO shall keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, in a clean, safe, sanitary, and presentable condition and report promptly to the College any variances or defects not correctable by GLO. The GLO may use the Fixit.com link on myWofford to report needed repairs. Any damage to plumbing, fixtures, and appliance will be repaired by the College pursuant to Section 4. In addition to the cost of repair, the GLO may be fined for damage to plumbing, fixtures, or appliances, outside normal wear and tear (See Schedule of Fines).
- o. The GLO shall use in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as part of the Premises. The GLO shall keep the area around the electrical panel clean and accessible. The GLO may use the Fixit.com link on myWofford to report needed repairs. Any damage to electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances will be repaired by the College pursuant to Section 4. In addition to the cost of repair, the GLO may be fined for damage to electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances, outside normal wear and tear (See Schedule of Fines).
- p. The GLO shall not destroy, deface, damage, impair, or remove any portion of the Premises and shall prevent the destruction, defacement, damage, impairment, or removal of any part of the Premises (including all facilities, appliances and

fixtures). The GLO shall be solely responsible for and liable to the College for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear; acts of the College, its agents or employees; acts of a third party; or natural forces.

- q. Motor Vehicles are prohibited on the Premises or the adjacent landscaping or patios. "Motor Vehicles" include trucks, vans, automobiles, trailers with grills/smokers, motorcycles, mopeds, boats, or golf carts. The GLO is responsible for any damage or costs to repair to the Premises or surrounding landscaping caused by a Motor Vehicle on or near the Premises and may be fined for any such occurrence (See Schedule of Fines).
- r. The GLO shall not tamper with or destroy safety equipment in the Premises including but not limited to fire safety equipment, exit signs, sprinklers, etc. The GLO is responsible for any damage or costs to repair the safety equipment in or on the Premises and may be fined for any such occurrence (See Schedule of Fines).
- s. The GLO shall not abandon or vacate the Premises during the Term of this Agreement without the prior written consent of the College or at the direction of the College for violation of or termination of this Agreement.
- t. All other rules and regulations promulgated by the College, including those listed in the Student Handbook, shall be observed in regard to the use of the Premises.

The levy and collection of any fine under this Section 6 shall not constitute a waiver of the College's right to terminate this Agreement pursuant to Section 15(A)(3). The College shall not be liable to the GLO or its agents, members, licensees, invitees, guests for any violation of these rules, regulations and conditions, by the GLO.

7. **Alcohol and Drug Policy.** The Premises shall be subject to the alcohol and drug policies of the College and shall be subject to the local, state, and federal laws and regulations regarding the dispensing, possession and consumption of alcoholic beverages and distribution, possession, and use of illegal, manufactured, and prescription drugs. The GLO hereby agrees to require its licensees, lessees, members, guests, and invitees to comply with all policies, rules, regulations and local, state, and federal laws pertaining to alcoholic beverages and drugs. Notwithstanding any other provision of this Agreement, an organizational violation of the College alcohol and drug policies by the GLO may result in a default and the termination of this Agreement at the discretion of the College and civil and criminal penalties at the discretion of governmental authorities.

In the event the College's Alcohol and Drug Policy is in conflict with the GLO's insurance policy or the GLO's national organization's rules, policies or procedures regarding alcohol possession, use and consumption, the most restrictive policy, rule or procedure shall apply such that alcohol may be prohibited from being used, consumed or possessed within the Premises.

8. **Social Events.** The GLO agrees to comply with all applicable physical security and personal safety rules promulgated by the College as may be stated or restated from time to time including the registration of all social events with the College and payment of all social event registration fees. The GLO shall hire security personnel to staff the entrances of the Premises for social events where alcohol will be present. If the College or another College organization such as the Interfraternity Council (IFC) provides security personnel, the GLO shall coordinate and cooperate with those security personnel. The security guard shall, among other duties, confirm identification of the GLO and their guests upon entrance to social events on the Premises. The GLO shall comply with instructions from the event security guard(s) and the College's Campus Safety Officers at all times.

9. **Right of Entry and Temporary Closure.** GLO agrees that the College shall have the right, but not the obligation, to enter and to grant permission to others to enter the Premises upon reasonable notice to the GLO to make those repairs, replacements, and additions to the Premises as the College deems necessary or desirable, except that no notice is needed in case of emergency, to inspect the Premises in the interest of safety, or if Student Affairs has a reasonable belief that a violation of College policy may be taking place. During any such inspection or during an investigation for any violation of this Agreement or in the Student Handbook, the College may temporarily close the Premises upon written notice. The GLO shall have no claim or cause of action against College by virtue of the College entering the Premises or temporarily closing the Premises in accordance with this Section. For health and safety reasons, the Student Affairs Office maintains the keys and locks to the Premises. Additional locks may not be installed or placed by the GLO on any door or window, and no changes shall be made to existing locks.

10. **Termination.** GLO agrees that upon any termination of this Agreement, whether for cause or upon expiration of the Term or Renewal Term, GLO shall:

- a. pay all bills due for services or repair to the Premises for which the GLO is responsible;
- b. vacate the Premises, and remove all property of the GLO within forty-eight (48) hours, or by the last day of the Term, whichever comes first;
- c. properly clean the Premises, including but not limited to all floors, walls, fixtures, and appliances, and removing and properly disposing of all trash;
- d. pay for all such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection with this Agreement, in the same condition as when this Agreement was executed, only ordinary wear and tear excepted;
- e. lock all doors;
- f. return to College all hard copy keys to the Premises;
- g. remove all stereo and other personal property owned by the GLO; and

- h. complete a year-end checkout procedure with the Dean of Students or the Dean of Students' designee.

If the GLO shall at any time vacate the Premises leaving personal property therein, and such personal property remains on the Premises in excess of seven (7) days after notice to the GLO, the GLO shall be deemed to have waived all rights with respect to such personal property and College may dispose of said property as it sees fit.

11. **Risk Management/Insurance**. The GLO shall provide and keep in force the following insurance against any and all claims for damages to persons or property, or for loss of life or property occurring on or upon the Premises with the GLO as the named insured and the College, endorsed as an additional insured: **Commercial General Liability (CGL) - \$2 million per occurrence / \$3 million aggregate**. No policy shall have more than a \$5,000 deductible. The CGL policy limits shall be site-specific limits for the College.

The GLO agrees to provide the College immediate written notice in the event the CGL policy is cancelled. An additional insured endorsement and a certificate of insurance shall be delivered to the College prior to commencement of the Term of this Agreement and any Renewal Terms, and renewal policies, or copies thereof, shall be delivered to the College by the GLO at least fifteen (15) days prior to the expiration date of the preceding policy or policies. In the event that the College, in its sole discretion, elects to pay any past-due premiums on any policy of insurance required by this Section, any amounts paid by the College shall be added to the rental obligation of GLO. Failure to pay same to College shall constitute an event of default, as contemplated by Section 15 of this Agreement.

GLO shall not use or permit upon the Premises any act or omission that will invalidate or unreasonably increase the cost of any insurance coverage or any other type of insurance now or hereafter carried with respect to the Premises.

The College is not liable for loss or damage to property owned by the GLO, unless such loss or damage to property is caused by the College, its agents, or employees.

12. **Fire or Other Casualty**. The GLO shall use every reasonable precaution against fire damaging the Premises, and shall in the event of fire, smoke, or other casualty give immediate notice thereof to the College. If any such damage is caused to the Premises, College shall apply any applicable insurance proceeds to repair or reconstruct the Premises, and the College will make reasonable efforts to find the GLO an alternate facility. If the College is unable to repair or reconstruct and no alternate facility can be provided, this Agreement shall terminate, and the accrued rent shall be pro-rated and that portion of the rent from the date of the fire or casualty to the end of the term shall be refunded to the GLO. If the College shall repair or reconstruct, rent during such restoration of the Premises and until its full use is again available to the GLO shall be abated to correspond to the amount of usable space available to the GLO, but after restoration is completed the full rent shall be resumed. The College shall have no obligation to repair or reconstruct the Premises unless the damage is a result of a casualty covered by the College's insurance policy.

13. **Indemnity and Limit of Liability.** GLO agrees to indemnify, defend, and hold the College harmless from any and all claims for damages or injuries, including reasonable attorney's fees and other costs of defense which the College may be compelled to pay on account of this Agreement, the GLO's negligent use of the Premises, or for injuries to any person or property in or at the Premises where such injuries are caused by the acts or omissions of the GLO, its officers, members, agents, servants, or employees, licensees, lessees, or by any other person entering the Premises under express or implied invitation of the GLO. Further, the GLO agrees that the College shall not be liable to the GLO for any damages or injuries to the GLO, its officers, members, agents, servants, employees, or invitees, licensees, or lessees unless caused by the negligence or intentional act of the College or its employees or agents.

14. **Organizational Status.** In all respects, the GLO utilizing the Premises as a chapter home must possess a valid and active charter with its national organization. The GLO shall furnish to the College proof of the GLO's valid and active charter at any time on demand. The GLO specifically agrees to notify the College promptly if the GLO's standing or designation with its national organization changes in any way. If the GLO's national organization revokes or suspends the GLO's charter, the College may immediately terminate this Agreement. Further, the GLO must maintain active membership of at least ten (10) full-time currently enrolled Wofford College students in good standing with the College for the duration of the Term and Renewal Terms of this Agreement.

15. **Default: College's Remedies.**

A. The occurrence of any of the following shall constitute a default by the GLO:

- 1) Failure to pay rent or any monetary sum due by the GLO to the College hereunder which is not cured by the GLO within seven (7) days of a past due notice provided to the GLO;
- 2) The GLO abandons the Premises for more than (30) days (excepting "Closed Periods" under Section 3);
- 3) Failure to observe or abide by any of the other covenants and agreements contained in this Agreement, which condition is not cured within ten (10) days of notice to the GLO. However, there shall be no notice and right to cure any violation of Section 6(c), 6(e), or 6(s);
- 4) The failure of the GLO to maintain its active and valid chapter with its national organization or the failure of the GLO to maintain the minimum number of members as required in Section 14;
- 5) Violation of any College policy, rule, or regulation resulting in suspension or expulsion of GLO chapter.

B. In the event of a default as described above, the College, in addition to any other rights and remedies it may have, may, in its sole discretion, terminate the Agreement, have the immediate right of re-entry and to possession of the Premises and hold the Premises with the full right to recover from the Housing Corporation all past due rent, fines, and any and all damages, including attorney's fees as a result of the default. The College,



upon re-entry, may at its sole option, remove all personal property of the Housing Corporation or GLO to a warehouse or elsewhere, and the Housing Corporation agrees to reimburse the College for any costs and expenses associated with removal and storage. Additionally, the College shall be able to utilize all other rights and remedies available to a landlord under the common and statutory laws of the State of South Carolina.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

17. **Subleasing.** Neither party may assign this Agreement or sublease all or part of the Premises without the express written permission of the other party, which consent will not be unreasonably withheld. Notwithstanding this Section, the Housing Corporation may sublease the Premises to the GLO. However, in the event of a sublease to the GLO, the Housing Corporation shall at all times remain fully and primarily responsible for compliance with the Housing Corporation's obligations under the Agreement.

18. **Notices.** Any notices required by this Agreement shall be deemed properly given and sufficient if sent to the party to be notified by U.S. Mail (certified mail return receipt requested) or Fed Ex, by email or by personal delivery to the party, at the address as follows:

Wofford College  
Ashley Owen  
Assistant Dean of Students  
429 N. Church Street  
Spartanburg, South Carolina 29303-3663

GLO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their respective authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**WOFFORD COLLEGE**

**GREEK LIFE ORGANIZATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_