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**ALPHA DELTA CHI HOUSE  
RENTAL AGREEMENT AND DEPOSIT RECEIPT**

THE UNDERSIGNED TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, READS AND UNDERSTANDS THE CONTENTS OF THIS AGREEMENT, AGREES TO THE FINANCIAL TERMS OF THIS AGREEMENT, AND AGREES TO BE HELD TO ALL PROVISIONS OF THIS AGREEMENT.

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

In the event that Tenant defaults on any part of this contract, the Co-signor promises to pay in full any and all amounts owed by the Tenant to ADX house. All co-signors must be over age twenty-one (21). Tenants who are minors (under 21) must have a parent/guardian be their co-signor.

THE DESIGNATED CO-SIGNOR HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT AND AGREES TO THE FINANCIAL TERMS IN THIS AGREEMENT AS TENANT'S CO-SIGNOR.

Co-signor: \_\_\_\_\_ Date: \_\_\_\_\_

ADX/AGENT: \_\_\_\_\_ Date: \_\_\_\_\_

House Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL AND CREDIT INFORMATION**

Tenant Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

State: \_\_\_\_\_

Father's Name: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Phone:(    ) \_\_\_\_\_ Account: \_\_\_\_\_

### CREDIT INFORMATION

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Major Credit card: \_\_\_\_\_ Name of Bank: \_\_\_\_\_

**ALPHA DELTA CHI HOUSE  
RENTAL AGREEMENT AND DEPOSIT RECEIPT**

RECEIVED FROM: \_\_\_\_\_

Hereinafter referred to as *Tenant* the sum of ONE HUNDRED (\$100.00) dollars as a receipt which upon acceptance of this rental agreement, hereinafter referred to as *Agreement*, the National Sorority of Alpha Delta Chi, hereinafter referred to as *ADX*, shall apply said deposits as listed in Paragraph 19 below. In the event that this Agreement is not accepted by ADX or its authorized Agent, hereinafter referred to as *Agent*, within seven (7) days, the total deposit shall be refunded, and this Agreement shall become null and void between the Tenant and ADX, and no damages or other inconveniences will have been sustained by either ADX/Agent or Tenant.

Tenant hereby offers to rent from ADX that rental property described as 2730-27301/2 Dwight Way, Berkeley, California consisting of twelve bedrooms, hereafter referred to as *Units*. The area surrounding the Units, and the common areas, are thereafter referred to as the *Common Areas*. The terms and conditions are as follows, and are mutually agreed upon between ADX and Tenant:

**1. RENT**

Rent shall be Three Hundred Fifty Dollars (\$350) per month for a double room and Four Hundred Fifty (\$450) per month for a single room. Tenants who are not members of the sorority agree to pay an additional sum of Twenty Dollars (\$20) per month. The lease period begins January 1/July 1 and ends June 30/December 31. Rent is due on the first day of each month and payable in full to ALPHA DELTA CHI HOUSE. Both ADX and Tenant agree that the rent is fair based on the market condition at the signing of this Agreement and shall always be the minimum rent. Payment shall be made by check or money order, at the option of ADX/Agent and submitted to the House Manager appointed by ADX. Tenant further agrees to pay TEN DOLLARS (\$10) for each dishonored bank check, regardless of the reason as a service fee and as a reimbursement for the inconvenience to ADX. This is an addition to any criminal prosecution that may be imposed by local law enforcement officers for the writing of bad checks.

**2. TERM OF AGREEMENT LEASE PERIOD**

The term in this Agreement and Lease Period is *six* months beginning January 1/July 1 and ending June 31/December 30. However, should the Tenant need to move before the end of the Lease Period, Tenant shall forfeit her deposit (as defined in Paragraph 3 below) and will be liable for any charges incurred during her stay as determined by ADX/Agent. See Paragraph 9 for summer-sublet provisions and Paragraph 23 for early termination. The lease will automatically be renewed every six months unless the Tenant or ADX/Agent gives notice 30 days before the end of the lease period.

Initial:\_\_\_\_\_

### 3. SCHEDULE FOR CHARGES

The following charges are due in advance upon moving in:

Performance deposit	\$100
(see Paragraph 19)	
	Double Members: \$350
First month's rent	Single Members: \$450
(Rent for the period from January 1 / June 1 to January 31 / July 31)	Double Non Members: \$370
	Single Non Members: \$470
	Double Members: \$350
Last month's rent	Single Members: \$450
(Rent for the period from June 1 / December 1 to June 30 / December 31)	Double Non Members: \$370
	Single Non Members: \$470
First month's charges	\$10
(Includes household supplies)	
	Double Members: \$810
Total due in advance	Single Members: \$1010
	Double Non Members: \$850
	Single Non Members: \$1050

The total deposit consists of the performance deposit and the last month's rent. This amount shall be forfeited upon early termination of this lease in accordance with Paragraph 2 above.

Initial: \_\_\_\_\_

Room taken by tenant: Single \_\_\_\_\_ Double \_\_\_\_\_

Total Amount Due: \_\_\_\_\_ Total Amount Paid: \_\_\_\_\_

#### 4. UTILITIES AND SERVICES

Owner-supplied utilities include PG&E, garbage pick-up, and water. Any items that are billed regularly to the house will be divided among the tenants. Each tenant is responsible for personal phone bills. Tenant is required to pay within seven (7) days from the billing date.

Initial: \_\_\_\_\_

#### 5. USE OF UNIT AND COMMON AREAS

The house shall be occupied by no more than eighteen (18) tenants at one time, and only for the purpose of a residence and Chapter House for the sorority of Alpha Delta Chi Beta Chapter. Occupancy by guests staying over five (5) days will be considered in violation of this provision. If guests intend to stay at the premises for any period of time greater than one (1) 24-hour period, the Tenant must so inform the House Manager of her intentions in writing before guests arrive, and permission will be acknowledged in writing. Purposes such as, but not limited to, direct or indirect sales, displays for sales, mail orders, garage sales, services of any type or nature, or auctions in and around the house are not allowed without the expressed permission of ADX.

Initial: \_\_\_\_\_

#### 6. PETS

No pets of any kind are allowed inside the premises. Tenant agrees not to harbor any animals inside or outside of the house.

#### 7. COMMON RULES

Tenant agrees to be courteous to other tenants, and to use a common sense approach with respect to noise, odor, utility use, refuse disposal, parking, and use of common areas. Common areas include all kitchens, living rooms and dining rooms. Absolutely no personal items are permitted for storage in *any* common area other than common goods such as pots and pans to be shared by tenants. Tenant agrees to clean any personal goods or any personal messes from common area *before* vacating common area.

Two complaints by other tenants will be considered a violation of this Agreement, and the Tenant will forfeit her Performance Deposit as outlined in Paragraph 19. It will not be the responsibility of the Owner/ Agent to determine which tenant is at fault when there is a dispute between tenants. Should the tenants not be able to work out the dispute in a reasonable and timely manner, the Owner/Agent reserves the right to evict either or both of the tenants at the option of ADX, with no recourse by the Tenants.

Tenant shall have no waterbed or piano on the premises except any common piano in the living room. Respect shall be used in playing or using this piano for the property of the piano and any playing at hours of study. All doors leading into and out of the house must be kept closed and locked at all times.

**7a. ADX House Supports a Zero Tolerance Policy in Regards to Tobacco, Alcohol, and Drugs.**

Smoking is prohibited in the house, outside the house, or anywhere that is on the property of ADX House. Consumption of alcohol is prohibited in the house, outside the house, or anywhere that is on the property of ADX House. Tenant may neither store nor consume alcohol on or in the vicinity of ADX premises, regardless of tenant's legally permissible age. Drugs and the consumption of drugs are prohibited in the house, outside the house, or anywhere in the vicinity of ADX House.

Initial: \_\_\_\_\_

*ADX HOUSE GUIDELINES* have been provided to explain in detail the house rules. Tenant must read and observe those rules in addition to those contained in this Agreement.

Initial: \_\_\_\_\_

**8. ORDINANCES AND STATUES**

Tenant shall not violate any city ordinance or state law in or about said premises. Tenant agrees not to violate these laws; otherwise, Tenant will have defaulted on this Agreement.

Initial: \_\_\_\_\_

**9. ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Agreement or sublet any portion of the house without prior written approval of ADX/Agent.

During the summer, vacant rooms may be subletted out to summer boarders although all sublets must be approved by the House Manager. The Tenant is ultimately responsible for finding a sublet for her room. The rent and portion of the association fee will be reimbursed to tenant for sublet rents. However, ultimate burden of financial responsibility lies with the tenant for unpaid rent or unrented space.

Initial: \_\_\_\_\_

**10. MAINTENANCE, REPAIRS OR ALTERATIONS**

Tenant agrees to perform the weekly and semesterly chores outlined in the ADX HOUSE GUIDELINES. Tenant acknowledges that her residency in the house is contingent upon completing her assigned chores in a timely manner. Any reasonable complaints or exceptions can be directed to the House Manager for consideration. A fine of \$10.00 shall be charged to the Tenant upon the House Manager's inspection of chore completion if the chore has not been completed. This fine is due and payable upon the next month's rental billing.

Tenant shall, at her own expense, and at all times, maintain her Unit in a sanitary manner. The definition of “sanitary manner” shall be determined by ADX/Agent.

Tenant shall be responsible for all damages caused by her negligence, that of her family, or guests. Tenant may paint, hang plants, install shelves using the wall as support, nail items or paper or otherwise redecorate the Unit but *only* with prior written consent of ADX/Agent and Owner. Make requests in writing via the House Manager using the request form for alterations (to be provided by House Manager.) Plants are not to be placed on hardwood floors, fire escapes, stairs or window ledges.

Tenant may not change any locks without prior written consent of ADX/Agent. Locks, bolts, or other alterations that have been previously approved shall become the property of ADX upon the Tenant’s vacating the Unit. Otherwise, Tenant will be charged for the cost of replacing these items, and the related repainting of the surface, as deemed necessary by ADX/Agent.

Initial:\_\_\_\_\_

#### **11. INSPECTION BY TENANT/PROCEDURES FOR REPORTING UNIT PROBLEMS**

Tenant is responsible to report any necessary repairs to any doors, window, walls, stairs, fixtures, locks, or appliances throughout the house. Tenant has seven (7) days to notify the House Manager about cracked, broken or malfunctioning windows, as outlined under Paragraph 11.

Leaky sinks, pipes, sink fixtures and toilets are the responsibility of ADX to report to the Owners. Blown fuses and gas leaks from appliances are the responsibility of ADX to report.

Tenant shall notify ADX/Agent of any water leaks or other dangerous situations that may exist now, or in the future, in and about the house.

Initial:\_\_\_\_\_

#### **12. APPLIANCES**

If there is a refrigerator, stove, furniture, washing machine, or dryer in the house that is provided by ADX or the Owner, these items are on loan to the Tenant at no extra charge. Their care and maintenance is the responsibility of the *Tenant*. Tenant should inspect the appliances and report unsatisfactory conditions to ADX/Agent in writing or in person. The appliances must be in good working order, less normal wear and tear when Tenant vacates. Otherwise, Tenant will be charged for the repair or replacement of the loaned appliances.

Initial:\_\_\_\_\_

#### **13. INSECT AND PEST CONTROL**

All insect and rodent problems, if any, shall be the responsibility of the Tenant to control by good housekeeping. Major problems of insects and rodents shall be brought to the attention of the House Manager for further undertaking.

**14. KEYS**

Number of key(s) received by Leaseholder:

Front Door Key: \_\_\_\_\_ Other \_\_\_\_\_

Should Tenant need additional keys, Tenant must reimburse ADX for ten dollars (\$10.00) per key. If Tenant misplaces key, it is the burden of the Tenant to replace all the locks within the house or replace new keys with locks.

Initial: \_\_\_\_\_

**15. DRAINS**

A common sense approach will prevent any problem with drain stoppage and water overflow. *Toilets cannot take sanitary napkins, tampons, cotton balls, paper towels, etc. Grease cannot be poured down the drains or toilets as it solidifies within the drain.* Owner is responsible for common pipes leading into and out of the building. Tenant shall pay for any damage or repair caused by her negligence or carelessness within the House, or clogged drains and toilets within the House. If drains are slow, Tenant has seven (7) days from the start of the Lease Period to report this problem to ADX/Agent in writing.

Initial: \_\_\_\_\_

**16. INDEMNIFICATION**

ADX shall not be liable for any damage or injury to Tenant, to any other person, or guests of the Tenant, or to any personal property belonging to the Tenant, occurring on, around, or in the common areas of the Unit, no matter how caused, except in situations for which the Owner is legally responsible.

ADX does not carry insurance on the contents of Tenant's unit, nor for the relocation of the Tenant should there be fire, vandalism, or other hazards to the house. Tenant is urged to obtain her own accidental/dweller's insurance to cover fire, theft, liability, relocation cost, and other hazards that the Tenant may feel necessary to protect the Tenant's personal property and living situation.

Initial: \_\_\_\_\_

**17. VACATING A UNIT**

Upon termination of this tenancy, Tenant shall return the room in good repair, less normal wear and tear. Tenant further agrees to be responsible for any unreasonable wear and tear and damages to the room. Tenant also agrees to professionally shampoo the carpet (if any) and clean, but not limited to, the kitchen, stove, oven, cabinets, floors, refrigerator, bathroom, shower doors, tiles, bathtub, toilet, mirror, garage floor, and other areas used, so that premises will be left thoroughly clean. ADX/Agent shall define the definitions of "unreasonable wear and tear" and "clean."



All unwanted items must be removed from the room and common areas. The cost of hauling large items that cannot fit into the garbage cans shall be charged to the Tenant.

Upon Tenant giving thirty (30) days notice to vacate, ADX/Agent may enter at reasonable times to show the room upon 24 hours of verbal/written notice, even if the Tenant is unable to be in the room at the appointed time. Should Tenant not cooperate to show the room, Tenant shall forfeit the Performance Deposit, and shall become liable for the next month's rent, at the option of ADX/Agent.

Initial:\_\_\_\_\_

## **18. ABANDONMENT**

If Tenant abandons or vacates the house while in default of the payment of rent, ADX may consider any property left on the premises to be abandoned and may dispose of the property in any manner prescribed by law. Any absences of five (5) days when rent is due except for school vacation periods shall be considered abandonment. In the event the ADX/Agent reasonably believes the property left behind in the house has no value, it may be discarded.

All property in the house is hereby subject to a lien in favor of ADX for the payment of all sums due under the terms of this Agreement, to the maximum extent allowed by law.

Initial:\_\_\_\_\_

## **19. TENANT'S PERFORMANCE DEPOSIT**

The Tenant's Performance Deposit set forth in Paragraph 3 shall secure the performance of the Tenant's obligations as outlined by this Agreement. This deposit is commonly known as a "security deposit." ADX may, but shall not be obliged to, apply all or portions of the deposit to Tenant's obligations under this Agreement. Any balance remaining upon termination shall be returned to Tenant. If there is a monetary difference between the last month's rent and the rent at the time of termination, this difference will be made in the Tenant's account (that is, if rent is lower than when the Tenant made the Deposit, the difference will be credited in the Tenant's favor. If the rent is higher, the difference will be considered as additional money owed, due and payable at the time of termination). *Tenant shall not have the right to apply the Performance Deposit in payment of last month's charges, without the prior expressed written approval of ADX/Agent.* If Tenant has applied the Performance Deposit towards the due charges without first obtaining ADX/Agent's written approval, Tenant shall pay ADX an additional TWO-HUNDRED DOLLARS (\$200.00) for breach of this clause plus court costs and attorney's fees, if any.

Initial:\_\_\_\_\_

## **20. REFUND OF DEPOSITS**

The balance of all deposits shall be mailed to the Tenant's forwarding address within fourteen (14) days from the date possession is delivered to ADX/Agent, or when all Tenant's outstanding obligations have been determined. A statement will also be sent showing any charges deducted

from the deposits. Possession is delivered to ADX/Agent upon physical receipt of all keys by ADX/Agent from the Tenant. Until the keys are received and the Unit *cleaned*, the Tenant is still in possession of the room, and shall be charged rent for that period. If keys are not returned at the time that Tenant vacates the house, locks will be changed and new keys will be made at Tenant's cost. If the deposits do not cover all damages and cleaning costs, the additional amount will be billed to and shall be paid by the Tenant. Tenant agrees to pay any legal or other costs incurred in collecting this amount.

Initial:\_\_\_\_\_

## **21. WAIVER**

No failure of ADX/Agent to enforce any term covered by this Agreement shall be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver of ADX's right to the full amount of rent or other rights covered in this Agreement.

Initial:\_\_\_\_\_

## **22. NOTIFICATION**

Any notice that either party may give, or is required to give, may be given to Tenant at the house or to ADX/Agent at such places as may be designated by ADX from time to time. Tenant is required to inform ADX/Agent of changes in permanent home location and/or phone numbers. Notice is considered given on the day the envelope is postmarked by the U.S. Post Office, if by mail. Proof of mailing shall be the responsibility of the mailing party.

Initial:\_\_\_\_\_

## **23. HOLDING OVER**

Either party may terminate this Agreement by giving the other party thirty (30) days written Notice to Terminate and such notice is delivered by U.S. Mail or in person. It is the sending party's responsibility to prove that the Notice to Terminate was sent. Should Tenant fail to give thirty (30) days written notice, Tenant will be liable for rent on a prorated basis for every day within the 30 day period that the room is not rented.

*Early termination of this Agreement by the Tenant shall forfeit her deposit (Paragraph 3) as well as incur a penalty charge of \$25.00 per day until the room has been rerented. This charge may be waived upon determination of the ADX Active Chapter.*

Upon termination of this Agreement by ADX/Agent, the Tenant shall receive all funds due to her within a reasonable period of time and upon final assessment of the room's condition by the House Manager.

Initial:\_\_\_\_\_

**24. INVENTORY**

The following items are on loan to the Tenant and shall be returned in the same or better condition, excepting wear and tear:

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Initial: \_\_\_\_\_ Initial ADX/Agent: \_\_\_\_\_

**25. DEFAULT BY TENANT**

If Tenant fails to pay rent or other charges within three (3) days of the due date, or fails to perform under any term or conditions of this Agreement, ADX, at its option, may terminate all rights of the Tenant to perform under this Agreement, as Tenant is in default of this Agreement. If Tenant is served a notice concerning this default, and Tenant cures the default, Tenant may be reinstated at the option of ADX. Tenant agrees to pay fifteen (\$15.00) in cost to ADX for the service of this notice. When in default, Tenant shall forfeit the Performance Deposit outlined in Paragraph 21 above, and Tenant shall be liable for all court costs and reasonable attorney fees involved in the collection of rent, or eviction. On all other legal matters, the prevailing party shall be reimbursed for all court costs and reasonable attorney fees.

Initial: \_\_\_\_\_

**26. RELIANCE APPLICATION**

It is understood that ADX / Agent has entered into this Agreement in reliance upon the enclosed Application submitted by Tenant. If there is any misrepresentation contained in the Tenant's Application, then ADX, at its option, upon discovery may treat such misrepresentation as a material breach of the Agreement and shall have the right to evict the Tenant from the house, and Tenant shall remain liable for any loss of rent, cost of renting, cost of readying the room for tenant and for all terms and conditions under this Agreement, until a new tenant is found.

Initial: \_\_\_\_\_

**27. IMPLIED CONSENT**

*Consent by ADX / Agent shall be in writing. There is never any implied consent by the ADX / Agent.*

Initial: \_\_\_\_\_

**28. ENTIRE AGREEMENT**

The foregoing RENTAL AGREEMENT AND DEPOSIT RECEIPT plus ADX HOUSE GUIDELINES constitutes the entire Agreement between the parties and may be modified only in writing and signed by both parties. There are no terms, obligations, covenants, representations, statements, or other conditions other than those contained herein in this Agreement. Due to frequent modifications to existing laws and statutes, if any term, provision, and / or condition set forth in this Agreement is determined to be invalid or unenforceable, then such provision shall be deemed deleted from this Agreement, but the remaining terms of this Agreement shall be in full force and effect.

Initial: \_\_\_\_\_

**29. PARKING**

Permanent parking will be allowed for up to six cars for a rental fee of \$40 / month. Cars are to be parked in driveway area only. ADX sorority members or the House Manager (if not an ADX member) shall determine the six persons on the basis of need and other relevant factors. Any Tenant who owns a car must purchase a parking sticker from the City of Berkeley if she has not rented a parking space.

Initial: \_\_\_\_\_

I, \_\_\_\_\_ (Tenant), have read and agree to this entire agreement, the  
ALPHA DELTA CHI HOUSE RENTAL AGREEMENT AND DEPOSIT RECEIPT.

Signature: \_\_\_\_\_

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

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