TERMS OF PARTICIPATION
UNC Charlotte Greek Village

This TERMS OF PARTICIPATION (hereinafter the “Agreement”) is made this the 1st day of July, 2009 (“Effective Date”) by and among The University of North Carolina at Charlotte (hereinafter “University”) and The University of North Carolina at Charlotte Facilities Development Corporation, Inc., a corporation organized under the laws of the State of North Carolina and having its principal place of business at 9201 University City Boulevard, Charlotte, North Carolina 28223-0001 (hereinafter referred to as “UNCC FDC”) and ________________________________, a Greek organization organized under the laws of the State of ________________________________ having its principal place of business at ________________________________ (hereinafter referred to as “Organization”) and __________________________ a corporation organized under the laws of the State of ________________________________ having its principal place of business at ________________________________ (hereinafter referred to as “Housing Corporation”).

WHEREAS, it has been determined that student organizations and activities are an important aspect of campus life; and

WHEREAS, it is the desire of the University to house together the student members of various student organizations in an effort to create and foster a living, learning environment in a community on campus; and

WHEREAS, the University will make available certain facilities located in a development known as Greek Village as residences for the student members of these organizations; and

WHEREAS, the student members of these organizations will live in these facilities pursuant to individual Contract for Residential Services with the University; and

WHEREAS, semi-public spaces in the residences will be subsidized by parlor usage fees assessed to all members of the organizations, including those members not residing in the Facility;

NOW THEREFORE, the University, UNCC FDC, Housing Corporation and Organization hereby agree to the following terms and conditions:

1. Definitions

1.1 The term “Facility” is defined as a designated portion of the campus which the Organization will occupy under the terms of this Agreement, to include approximately 10,000 square feet and 28 furnished bedrooms along with the following shared, common areas: residential kitchen, parlor, laundry room, foyer, hallways, patio area where available, parking areas at regular parking rates, and green space.
1.2 The term "Member" is defined as a student who is actively enrolled in the University and who is in good standing with the Organization and the University and who is either: (1) an active participant of the Organization and who has been accepted into the Organization as an official member, or (2) a potential or prospective official member who is covered by the National Chapter insurance policy for the Organization.

1.3 The term “Contract for Residential Services” is defined as the standard contract for residential services entered into by students of the University and Housing and Residence Life, as drafted and presented by the University, pursuant to which students of the University may reside in University housing facilities.

2. Term and Occupancy

2.1 The length of the Organization’s occupancy within the Facility and the term of this Agreement is to be for a period of approximately three (3) years beginning on July 1, 2009 and ending on June 30, 2012 (the “Term”).

2.2 Organization or Housing Corporation may terminate this Agreement by providing Notice at least sixty (60) days prior to the Last Day of Classes of the Fall or Spring Semester as set forth in the University’s academic calendar.

3. Parlor Usage Fee

3.1 A non-refundable parlor usage fee of $74.00 per semester will be paid by each Member of the Organization (regardless of the Member’s place of residency) who is a Member at any time during that semester, to pay for the use of the Facility parlor and other amenities in the Village (“Parlor Usage Fee”). All assessments and billing will be based on final membership rosters for the Organization as maintained and interpreted by the Associate Dean of Students for Greek Life or designee.

3.2 The Parlor Usage Fee may be increased on an annual basis in accordance with operational costs of the Facility, as determined by the University. The amount of any fee increase will be determined in conjunction with the University timeline for all other fees, and notification of such fee increase will be provided to the Housing Corporation and Organization's president and advisor(s).

4. Organization’s Insurance Responsibilities. Before the Organization and its Members are allowed access to the Facility, the following criteria must be satisfied:

4.1 During the Term of this Agreement, the Organization or Housing Corporation must carry and maintain in full force and effect at Organization's or Housing Corporation’s sole expense the following insurance coverage:
4.1.1 A comprehensive general liability insurance policy for the Facility in an amount of not less than $1,000,000.00 per occurrence for death or bodily injury with a deductible of no more than $100,000.00, which deductible shall be applied for indemnity only and not for defense costs, and $2,000,000.00 aggregate. Said insurance will include host liquor liability coverage in the amount specified for bodily injury. Such insurance must:

4.1.1.1 Be in a form and with an insurance company acceptable to University;

4.1.1.2 Be evidenced by Organization by delivering copies or certificates thereof to both the Associate Dean of Students for Greek Life and the Director of Risk Management at the time of the execution of this Agreement, and such certificate must be attached hereto and incorporated herein. Organization must submit a certificate of insurance each year as set forth above within thirty (30) days of the Organization’s receipt of said certificate;

4.1.1.3 Contain a subrogation waiver by which, in the event of any loss due to any of the perils for which Organization agrees to provide insurance, Organization will look solely to Organization’s insurance for recovery;

4.1.1.4 List The University of North Carolina at Charlotte and The University of North Carolina at Charlotte Facilities Development Corporation, Inc. as additional insureds;

4.1.1.5 Contain a provision expressly stating that the coverages afforded under the policies will not be cancelled or materially altered until at least thirty (30) days after mailing written notice to the insured and the additional insureds of such alteration or cancellation.

4.1.2. If the insurance policy has a deductible as set forth in 4.1.1., the Organization and/or Housing Corporation must provide evidence of sufficient funds and/or a financial guarantee to secure the amount of the deductible, which evidence of guarantee must be acceptable to the University and UNCC FDC in their reasonable judgment.

4.1.3 Each Organization Member and the Housing Corporation or the Organization must carry such fire and extended coverage insurance upon its/their personal property as Housing Corporation or Organization and its Members deem appropriate, and the Housing Corporation, Organization and Members will not look to University to insure the personal property of Housing Corporation, Organization or its Member. To the extent the University or UNCC FDC purchase and retain a fire insurance policy, the University and UNCC FDC
agree that the Organization and Housing Corporation are not responsible for any deductible owed pursuant to such fire insurance policy, except in the case that the Organization’s or its Member’s negligence caused or contributed to a loss caused by fire.

4.2 Organization will at all times comply with the Risk Management Policy of the Fraternity Information Programming Group, as may be amended from time to time, or other similar risk management policy with the same or more stringent standards.

5. **Organization’s Standing**

5.1 The Organization must be recognized by the University.

5.2 The Organization's charter must be recognized by its international or national headquarters, as applicable.

5.3 The Organization must be in good standing with the University and with its international or national organization.

6. **Contract for Residential Services.** Before beginning residency in the Facility, each Member must enter into a Contract for Residential Services with the University, which will govern the tenancy of the individual student. The rate for such occupancy will be governed by the Contract for Residential Services. To the extent the Contract for Residential Services conflicts with this Agreement in regard to the occupancy by the individual Member, the Contract for Residential Services will govern.

7. **Occupancy Requirements**

7.1 The “Occupancy Requirement” for the Organization is as follows. During the Fall and Spring semesters, the Organization must maintain a sufficient number of Members who have contracted with the University to occupy, at a minimum, all but one bed of the Facility. During the Summer Period, as defined by the Contract for Residential Services, the Organization must maintain a sufficient number of Members who have contracted with the University to occupy, at a minimum, fifty percent (50%) of the beds in the Facility.

7.2 The Organization may move a Member who is otherwise eligible to reside in University housing and who is not residing in University housing into a vacant room in the Facility by submitting a Contract for Residential Services and housing deposit in the amount required by the Contract for Residential Services to the University’s Department of Housing and Residence Life. The Organization may request that Members who are living in University housing be transferred to the Facility during the designated room change periods by coordination by the Organization and the Member with the Department of Housing and Residence Life.
7.3 In exceptional circumstances and subject to the approval of the Director of Housing, who has full and unfettered discretion in the matter, the Organization may allow a non-Member to reside in the Facility to fulfill the Occupancy Requirement. In order for such requests to be considered, the proposed non-Member must be otherwise eligible to reside in University housing.

7.4 In the event that the Organization fails to maintain the Occupancy Requirement, the Organization guarantees and is required to pay the daily rate for any unoccupied rooms (with the exception of the Resident Manager room).

7.5 At approximately the mid-point of each semester or session, University will provide Organization and Housing Corporation with an invoice via email, U.S. mail, facsimile, or delivery service for its obligations under Paragraph 7.4 above for the period of the beginning of the semester or session to the date of the invoice. Organization or Housing Corporation must pay such invoice within thirty (30) days of the date of the invoice.

7.6 At approximately the last day of classes in each semester or session, University will provide Organization and Housing Corporation with an invoice via email, U.S. mail, facsimile, or delivery service for its obligations under Paragraph 7.4 above for the period from the invoice submitted pursuant to Paragraph 7.5 to the end of that semester or session. Organization or Housing Corporation must pay such invoice within thirty (30) days of the date of the invoice.

8. Facility Conditions

8.1 No alterations, additions, fixtures or modifications to the Facility or the wiring, plumbing, heating, ventilation systems or cabling may be made without the prior written consent of the University. Any modification, approved or not, is the property of the University unless a prior written agreement to the contrary has been executed by the parties. All furniture provided by the University is the property of the University and must remain in the Facility.

8.2 Each Member is responsible for damage done in or to his/her assigned bedroom, normal wear and tear excepted. Housing Corporation, Organization, and its Members are jointly and severally liable for any damage done in or to the remainder of Facility or any common area of the Greek Village when such damage arises from the use of the Facility and the Greek Village by the Organization or its Members, normal wear and tear excepted.

8.3 Organization and its Members may not use the Facility for any purpose other than as a fraternity or sorority to accommodate its Members enrolled in good standing with the University and for uses normally incident thereto and for no other purposes unless they first obtain the written consent of University.
8.4 Organization and its Members may not use or permit the use of the Facility in such a way as to violate any applicable federal or state law or regulation or any University policy, rule, or regulation.

8.5 Organization and its Members must promptly advise the University of any situation or condition that requires repair or maintenance. The University will use its best efforts to make repairs promptly.

8.6 Organization and its Members must keep the Facility in compliance with all applicable health and safety rules, including University and local fire rules and regulations unrelated to structural or construction requirements or obligations. Organization is not responsible for making, and will not make, any structural changes, maintenance, or repairs.

8.7 Organization and its Members will safely use and operate properly all electrical, gas, and plumbing fixtures and keep them reasonably clean and sanitary.

8.8 Organization and its Members must keep the Facility reasonably clean and in sanitary condition and not permit any person on the premises who willfully or wantonly destroys, defaces, damages, impairs, or removes any part of the Facility, its facilities, equipment, University property, or appurtenances thereto.

8.9 Organization and its Members are responsible for all keys to the Facility and the rooms thereto, must immediately notify Housing and Residence Life of any lost or stolen keys, and will reimburse the University for the cost of replacing any lost keys or locks that must be replaced because of the actions or inactions of Organization or its Members. Organization and its Members acknowledge that the University and Housing and Residence Life own all keys and key cards.

8.10 Organization and its Members will not make any renovations or modifications in the Facility, including decorative improvements such as painting or paneling, or changing or adding locks, without first obtaining University's approval. If Organization or its Members violates these provisions, the University may require removal any or all such additions, improvements, or fixtures and Organization will be responsible for the cost for the removal and any damage caused thereby.

8.11 This Agreement is binding upon and inures to the benefit of the parties hereto, their heirs, successors and assigns. Organization or Housing Corporation may assign this Agreement to an entity affiliated with Organization and Housing Corporation upon the express written consent of University, such consent not to be unreasonably withheld.

8.12 Housing Corporation, Organization, and its Members and guests must abide by the University Alcohol Policy, and federal, state, and city statutes, laws, ordinances and regulations regarding the use of alcohol.
9. **Resident Managers**

9.1 A Resident Manager for the Facility will be selected by the University. The Resident Manager will reside in the Facility as set forth in Paragraph 7.1.

9.2 A Resident Manager will be selected by the University from a list of candidates provided by the Organization. If the Organization fails to provide a list of suitable candidates, the Department of Housing and Residence Life will select a Resident Manager via other methods.

9.3 The Resident Manager will serve as a liaison to the Department of Housing and Residence Life according to the expectations outlined in the Resident Manager Work Agreement. If the Resident Manager is not meeting expectations, the Department of Housing and Residence Life may remove the Resident Manager from the position.

9.4 To assist in meeting the requirements for the position, the Resident Manager will participate in Resident Advisor/Manager training and other activities deemed necessary by the Department of Housing and Residence Life or the University.

9.5 The Resident Manager will receive compensation in the form of the room as set forth in Paragraph 7.1 herein, which the University will provide without charge to the Organization.

10. **Return of Facility.** Upon termination of this Agreement or upon the request of University, Organization and its Members will return all furniture and personal property bailed to Organization in the same condition in which it was received by Organization (less reasonable wear and tear); this includes all furniture purchased by or for the Chapters through the University accounts.

11. **Housekeeping, Maintenance and Utilities**

11.1 The University, through the Department of Housing and Residence Life, will provide housekeeping services of the common areas of the Facility, limited to foyers, parlors, kitchens (floor only), hallways, and the common area bathrooms.

11.2 The University, through the Department of Housing and Residence Life, will provide maintenance and upkeep to the structure of the Facility. The Organization may not make any repairs or perform maintenance, but must contact the Department of Housing and Residence Life immediately for needed repairs and maintenance.

11.3 Utilities such as electricity, gas, basic cable, internet connections and local telephone access (on each floor) will be provided by the University at no additional cost to the Organization or its Members.
12. **Entry**

12.1 The Organization acknowledges that the University has the right to possess card/key access to all locks on all doors and windows in the Facility and to use those cards/keys with adequate notice to the students to allow for the performance of maintenance or repairs of any type, conduct health and safety inspections monthly, and/or to assure compliance with applicable laws. University personnel may enter without notice in response to service requests or in the case of an emergency. The University may also provide card/key access to an affiliated party or contractor upon approval of the Organization.

12.2 The Organization will provide a Member to accompany the University representative while the representative is conducting health and safety inspections of the Facility. The University will provide Organization forty-eight (48) hours prior notice for any health and safety inspection. If damages are revealed during such inspections, the University will make repairs and bill the Organization as appropriate. The failure of the Organization to pay such debt within thirty (30) days of Notice is a breach of this Agreement and may result in termination of the right of occupancy as outlined in Section 16 herein below.

13. **Facility Decoration.** Any accessories and upgrades to the standard décor (floorings, wall, ceiling and foyer lighting) requested by the Organization will be paid for by the Organization and must be approved in writing in advance by the University. Such modifications, once made, become the property of the University, unless a prior written agreement to the contrary has been reached.

14. **Common Areas.** The parlor of the Facility is to be used only for Organization and alumni meetings, Organization and alumni social events, recruitment activities, for studying, for leisure/learning, as headquarters for Organization activities, and for no other purposes. The Organization will not allow any material, property, or activity in the Facility and its common areas that is contrary to applicable law and/or University policies. The policy of the University regarding alcohol will be observed at all times in common areas and in Members’ rooms.

15. **Signage.** University will provide standard signage and installation of such signage for Organization using Organization’s Greek letters. Organization will cooperate and aid University in obtaining the right to use such trademarks as may be owned by the Organization or its associated international or national organization for purposes of having such signs made. Organization will be responsible for any costs associated with the removal of the signage by the University. Organization may request additional signage or crest be displayed on the exterior surface of the Facility. If the University consents to such additional signage or crest, such signage or crest will be installed only by the University and the Organization will be responsible for any costs associated with both the installation and removal of such additional signage or crest.
16. **Termination.** If Organization or Housing Corporation violates any provision of this Agreement, University may declare a default and proceed as outlined in Paragraph 16.1 or 16.2, depending upon the severity of the breach in the University’s sole judgment. During a period of default, the Organization and/or Housing Corporation will continue to accrue charges pursuant to this Agreement until the date of termination of this Agreement as determined by the University.

16.1 Regardless of the terms of Paragraph 16.2 of this Agreement, access to the Facility automatically terminates and Organization and its Members forfeit the right to occupancy of the Facility and must vacate the Facility pursuant to the terms of Section 22 within thirty (30) days of Notice to vacate, or at the end of the current semester in which Notice is given, as determined in the sole discretion of the University, on the occurrence of any of the following events:

16.1.1 Inability of the Housing Corporation or Organization to obtain and/or maintain insurance as required under these terms.

16.1.2 Revocation of the Organization's charter by its international or national headquarters or loss of University recognition of Organization.

16.1.2.1 If University recognition is lost or the Organization’s charter is revoked or if the Organization withdraws from campus so that Organization is no longer recognized, the University will make a reasonable effort to house those Members who desire University housing within the University residence hall system, so long as such Members are eligible for such housing. Members’ individual housing contract terms will continue to apply in the event of such displacement from the Facility. This provision is subject to Paragraph 16.3.

16.2 If Organization or Housing Corporation defaults in its performance of any of the covenants, conditions, agreements, or undertakings contained in this Agreement, and such default continues for ten (10) days after written Notice from University, or if Organization is notified more than once during any continuous twelve (12) month period of a default, regardless of whether the prior default was cured, University may immediately revoke Organization’s recognition and the Organization and its Members forfeit the right to occupancy of the Facility and must vacate said Facility pursuant to the terms of Section 23 of this Agreement within thirty (30) days Notice to vacate, or at the end of the current semester or session in which Notice is given, as determined in the sole and unfettered discretion of the University.

16.2.1 Failure of the Housing Corporation or Organization to pay the University, within thirty (30) days of Notice of any outstanding charges due.

16.2.2 Failure of the Organization to maintain the Occupancy Requirements as set forth in Paragraph 7.1, or
16.2.3 Failure of the Housing Corporation or Organization to make payments pursuant to Paragraph 7.5 or 7.6 above.

16.3 In the event of termination under any condition, the University reserves the right to deny the Organization’s or its Members’ request to occupy any University facility during the unexpired portion of the Term of this Agreement.

17. **Abandoned Property.** If property of the Organization remains in the parlor or the common areas after the right of occupancy has terminated, the University reserves the right to treat the property as abandoned property. Any costs of removal and storage will be borne by the Organization and/or the Housing Corporation.

18. **Indemnification.** Organization and Housing Corporation agree to hold harmless, defend and indemnify University and UNCC FDC, and their respective trustees, directors, officers, agents, representatives and employees for any liability from any claims, demands, actions, causes of action, suits, or proceedings, together with any and all losses, costs, attorneys’ fees or related expenses asserted by any person or persons for bodily injury, death, or property damage resulting from Organization’s occupation or use of any portion of the Facility, or that arise out of any negligent or intentional act or omission of Housing Corporation, Organization or one of its Members. This Section 18 will survive termination or expiration of this Agreement.

19. **Destruction.** If at any time during the Term of this Agreement, or any extension or renewal thereof, the Facility is totally or partially destroyed by fire, earthquake, or other calamity, then University has the option to rebuild or repair the same, provided written Notice of such intent to rebuild or repair is sent to Organization within the period of thirty (30) days after the damaging event, and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, Members will either be relocated in other University housing or a just and proportionate part of the amount owed will be abated until the Facility has been rebuilt and repaired. If the University elects not to rebuild or repair said Facility, University will so provide Notice to Organization within the period of thirty (30) days after the damaging event, and thereupon this Agreement will terminate. In the event of termination of this Agreement under this clause, Organization will have a reasonable period of time, as determined by Housing and Residence Life, to vacate the Facility.

20. **Force Majeure.** Neither University, UNCC FDC, Housing Corporation, nor Organization is required to perform any term, condition, or covenant of this Agreement (excluding payment obligations) so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, pandemic, and any other cause not reasonably within the control of the parties to this Agreement and for which any party to the this Agreement is unable, wholly or in part, to prevent or overcome.
21. **Notice.** Any Notice to either party hereunder must be in writing and signed by the party giving it, and must be served either personally or by registered or certified mail addressed to each entity as follows:

**To University:**
UNC Charlotte  
Dean of Students  
9201 University City Boulevard  
Charlotte, North Carolina  28223

**To Organization:**
UNC Charlotte  
Vice Chancellor for Business Affairs  
9201 University City Boulevard  
Charlotte, North Carolina  28223

or to such other addressee as may be hereafter designated by written Notice. Notice is deemed received three (3) days from the date mailed or upon any signature of the return receipt.

22. **Surrender.** At the end of the term, or any extension or renewal thereof, or upon termination of this Agreement pursuant to Section 16 herein, Organization must promptly surrender and deliver up all keys and key cards to the Facility in good condition, damages from normal wear and tear excepted.

23. **Entire Agreement and Modification.** This Agreement (and its attachments, if any) constitute(s) the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by an authorized representative of both parties.

24. **Third Party Beneficiaries.** Each party hereto intends that this Agreement will not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

25. **Governing Law; Forum.** This Agreement is governed by and construed under the laws of the State of North Carolina, and the Superior Court of Mecklenburg County will be the forum for any lawsuit arising from or incident to this Agreement.

26. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions will continue to be valid and enforceable.

27. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed to be a waiver of such rights, nor is the same deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
28. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Housing Corporation and Organization agree to provide at the time of execution of this Agreement a resolution of its respective Board of Directors or other corporate documentation verifying that the person signing this Agreement has been duly authorized and has the legal capacity to sign the Agreement on behalf of its respective entity.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understood this Agreement, and the authorized representatives of the parties have executed this Agreement under Corporate Seal.

[SIGNATURES ON THE NEXT PAGE]
Housing Corporation: ____________________________

Signature: ________________________________

By: ________________________________ (Print Name)

Title: ________________________________

Organization: ____________________________

Signature: ________________________________

By: ________________________________ (Print Name)

Title: ________________________________

The University of North Carolina at Charlotte

______________________________
Elizabeth A. Hardin
Vice Chancellor for Business Affairs

The University of North Carolina at Charlotte Facilities Development Corporation, Inc.

______________________________
Robert F. Hull, Jr.
President