



The National Housing Corporation of Delta Phi Epsilon Sorority House Accommodations and Services Agreement Policy

This policy supplements the “House Accommodations and Services Agreement” entered into between the National Housing Corporation of Delta Phi Epsilon (“**Owner**”) and undergraduate live-in member (“**Resident**”).

Upon the occurrence of a Closure Event, Resident’s obligations under the lease shall continue in full force subject to Owner's right to terminate described below. Resident acknowledges that Resident will not be permitted to terminate this rental agreement and the Resident will not be entitled to any abatement of rent or any other charges solely on account of the occurrence of a Closure Event. Resident further acknowledges that Owner shall not be liable for any loss or damage to persons or property resulting from a Closure Event.

If a Closure Event occurs, Owner shall have the option to either (i) terminate the lease and all of Owner's obligations thereunder or (ii) maintain the lease in place, unaffected by the Closure Event, without impairment of rent or other charges payable by Resident to Owner thereunder. Owner may make such election at any time and from time to time after the occurrence of a Closure Event. If Owner fails to make any election after the occurrence of a Closure Event, Owner shall be deemed to have elected option (ii) above, and such election shall remain in force until such time as Owner may elect option (i). Owner shall give notice of its election(s) by notice to the Chapter generally or email notice to the Resident.

If a Closure Event occurs, the determination of whether payments made by or due from Resident will be credited against future payments (or, with regard to seniors, refunded) will be made on a case by case basis, considering all factors, including the length of time the Chapter House is closed and the fixed expenses incurred by the National Housing Corporation.

“Closure Event” means any period of time during which [University name] closes campus, suspends in-person/onsite learning, converts all courses to online/distance learning, orders the vacation of University housing; governmental or university officials declare a state of emergency and/or restrict individuals’ ability to travel or congregate; when in-person/onsite learning is deemed impractical or unfeasible; the Chapter’s charter is suspended or revoked by Delta Phi Epsilon Sorority (the “Sorority”); the Sorority suspends Chapter operations or housing; the Chapter’s recognition as a sorority is revoked by the University; or the University bans Greek life activities on campus.