

# SIGMA PI SHORT TERM OCCUPANCY AGREEMENT

- I. **THE PARTIES.** This Short Term Occupancy Agreement ("Agreement") made as of the registration date between the following:

TEMPORARY GUEST OCCUPANT (hereinafter "Guest(s)"): of above registrant (each guest occupying the Premises will need to read and agree to this agreement simultaneous with their payment of the rental payment paid for their individual occupancy) and

PROPRIETOR: Mu Chapter of The Sigma Pi Fraternity of the United States, Inc., with a mailing address of 730 University Ave, Ithaca NY 14850 ("Proprietor").

- II. **THE PREMISES.** The Proprietor agrees to provide the use of the property described below to the Guests, and the Guests agrees to compensate the Proprietor for the use of the property as follows:

- a.) Mailing Address: 730 UNIVERSITY AVENUE, ITHACA, NY.
- b.) Residence Type: ☒ Fraternity House – multi unit student residence

Hereinafter known as the "Premises."

- III. **LEASE TERM.** Each Guest shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

☒ - **Fixed Term.** The Guest(s) shall be allowed to occupy the Premises during the date/s indicated, no earlier than 9: 00 ☒ AM ☐ PM and ending no later than 7: 00 ☐ AM ☒ PM ("Lease Term").

- IV. **QUIET HOURS.** The Proprietor requires: (check one)

☒ - **No Quiet Hours.** There are no quiet hours. However, each Guest occupying the Premises must respect the quiet enjoyment of the surrounding residents.

☐ - **Quiet Hours.** Quiet hours begin at \_\_\_\_: \_\_\_\_ ☐ AM ☐ PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

- V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of approximately \_\_\_\_ guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Proprietor.

VI. **RENT.** The Guests shall pay the Proprietor:

☒ - **Fixed Amount.** The Guests shall be required to pay the Proprietor \$200.00 per person for the term of their occupancy ("Compensation"). The Compensation is due at the time of the execution of this Agreement.

VII. **UTILITIES.** The Proprietor shall be responsible for all utilities and services to the Premises EXCEPT for the following: none excepted.

VIII. **SECURITY DEPOSIT.** The Guest shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

☒ - **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

☐ - **Security Deposit:** \$\_\_\_\_\_ ("Security Deposit"). The Security Deposit is for the faithful performance of the Guest under the terms and conditions of this Agreement. The Guest must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Guest within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Proprietor gives their written consent.

IX. **PETS.** The Proprietor: (check one)

☒ - **Does Not Allow Pets:** There are no pets allowed on the Premises. If the Guest is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

☐ - **Allows Pets:** The Guest shall have the right to have \_\_\_\_ pet(s) on the Premises with a maximum limit of \_\_\_\_ pounds per pet. For the right to have pet(s) on the Premises, the Proprietor shall charge a fee of \$\_\_\_\_\_ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Guest is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

X. **PARKING.** The Proprietor: (check one)

☒ - **Shall provide.** The parking lot immediately west of the Premises together with those space(s) immediately east of the Premises.

☐ - **Shall NOT** provide parking.

XI. **FEES.** The Proprietor requires the Guest pays the following fees at the execution of this Agreement: (check all that apply)

- ☐ - **Cleaning Fee:** \$ \_\_\_\_\_
- ☐ - **Taxes:** \$ \_\_\_\_\_
- ☐ - **Other.** \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ - **Other.** \_\_\_\_\_ \$ \_\_\_\_\_

XII. **PARTY CLEANUP.** If the Premises qualifies for a "deep clean" due to the amount of "wear and tear" from a party or large gathering, a fee of \$ \_\_\_\_\_ ("Party Cleanup Fee") shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.

XIII. **SMOKING POLICY.** Smoking on the Premises is: (check one)

- ☒ - **Prohibited.** With the exception of outdoor spaces and the front porch.
- ☐ - **Permitted ONLY** in the following areas: all areas of the Premises with the exception of bedrooms and bathrooms.

XIV. **PERSON OF CONTACT.** The Proprietor: (check one)

- ☒ - **Does** have a manager (resident advisor) on the Premises that can be contacted for any maintenance or repair at:

Agent/Manager's Name: Steve Pirozzi  
Telephone: (917) 488-9618  
E-Mail: spirozzi1@nyc.rr.com

- ☐ - **Does not** have an agent/manager on the Premises, although the Proprietor can be contacted for any emergency, maintenance, or repair at:

Proprietor's Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
E-Mail: \_\_\_\_\_

XV. **KITCHEN AND DINING.** The Guest: (check one)

- ☒ - **Has** the right to use the dining room and the use of the Grab and Go area.
- ☐ - **Does not** have the right to the use of the kitchen or any kitchen equipment, with the exception of the dishwasher and trash receptacles.

XVI. **MOVE-IN INSPECTION.** Before, at the time of the Guest accepting possession, or shortly thereafter, the Proprietor and Guest shall: (check one)

☐ - **Inspect** the Premises and write any present damages or needed repairs on a move-in checklist.

☒ - **Shall not** inspect the Premises or complete a move-in checklist

XVII. **INSPECTION.** The Proprietor has the right to inspect the Premises with prior notice as in accordance with State law. Should the Guest violate any of the terms of this Agreement, the occupancy period shall be terminated immediately in accordance with State law. The Guest waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest shall vacate the Premises at the expiration time and date of this agreement.

XVIII. **MAINTENANCE AND REPAIRS.** The Guest shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Guest shall leave the Premises in a ready to use condition at the expiration of this Agreement, defined by the Proprietor as being immediately habitable by the next Guest. The Guest shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Guest agrees that the Proprietor shall deduct costs of said services from any Security Deposit prior to a refund if Guest causes damage to the Premises or its furnishings.

XIX. **TRASH.** The Guests shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Proprietor.

XX. **QUIET ENJOYMENT.** The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Guest is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

XXI. **PROPRIETOR'S LIABILITY.** The Guest and any of their guests (including any minors accompanying the guests on whom a guest has charge or supervision) hereby indemnify and hold harmless the Proprietor against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Guest expressly recognizes that any insurance for property damage or loss which the Proprietor may maintain on the property does not cover the personal property of Guest and that Guest should purchase their own insurance for their guests if such coverage is desired.

XXII. **ATTORNEY'S FEES.** The Guest agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Proprietor enforcing this agreement.

XXIII. **USE OF PREMISES.** The Guest shall use the Premises for residential vacation use only. The Guest is not authorized to sell products or services on the Premises or conduct any commercial activity.

XXIV. **ILLEGAL ACTIVITY.** The Guest shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent. Alcohol use or consumption by minors on the Premises is prohibited.

XXV. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Proprietor. The Proprietor shall make every reasonable effort to return the item to the Guest. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Proprietor shall be able to keep such items to sell or for personal use or depose of such items, in its discretion.

XXVI. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws of the State of New York.

**Guest's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_