

THE OHIO STATE UNIVERSITY

Facilities Use Agreement for Non-Residents of University Managed Houses
Common Terms and Conditions

1. **Use.** The Licensed Premises shall be used by Licensee solely for the purpose of social gatherings, studying, meals, and official Sorority business and for no other purposes whatsoever. Such use shall be in accordance with all terms and conditions of this License and all Sorority House rules and regulations. Licensee shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Licensed Premises at any time in force, applicable to the Licensed Premises or to Licensee's use thereof, including, without limitation, Licensor's current Rules and Regulations (as defined in section 5 below). The Licensed Premises shall not be used or allowed to be used for any unlawful purposes, or for any purpose deemed hazardous by the Licensor, Sorority, and/or the House Corporation. Licensee may, upon invitation of a resident of the Licensed Premises, visit the invitee's resident room. Licensee agrees to maintain the appliances, equipment and furniture located in the Licensed Premises clean and free from damage, and shall use the appliances, equipment and furniture located in the Licensed Premises solely for their intended use. Licensor may charge Licensee for any repairs made by Licensor when Licensor determines, in the exercise of its sole discretion that such repairs have been caused by the acts or omissions of Licensee. Licensee agrees that Licensor, in its sole discretion, may discontinue any appliances, equipment, furniture, services, or facilities not specifically stated in this License, but which are being furnished by Licensor, it being understood that they do not constitute any part of the consideration for this License.

2. **Observance of Rules.** Licensee shall observe faithfully and comply strictly with the rules and regulations set forth in Licensor's Code of Student Conduct and Residence Hall Handbook which can be found at <http://housing.osu.edu/living-on-campus/fees-contracts-policies/residential-living-handbook-code-student-conduct/> and/or available at the office of the Licensor during normal business hours (collectively, "**Rules and Regulations**") for Licensee's examination. It is agreed that all the Rules and Regulations or any rules and regulations established by the Licensor, the Sorority, and/or the House Corporation are as much a part of this License as if contained herein and made a part hereof. Licensor, the Sorority, and/or the House Corporation shall have the right to make reasonable changes in and additions to their respective rules and regulations from time to time during the Term of this License. If Licensor's Rules and Regulations conflict with the Sorority and/or the House Corporation's rules and regulations, or if the terms of this License conflict with Licensor's Rules and Regulations, the more-restrictive rules and regulations shall prevail.

3. **Notice.** All notices or requests required to be given to Licensor under this License shall be made in writing to the following address:

The Ohio State University
Office of Student Life
Attn: Director for Housing Administration
350 Morrill Tower, 1900 Cannon Drive
Columbus, Ohio 43210
Office: (614) 292-8266
Facsimile: (614) 292-6906
E-mail address: Greenslade-smith.1@osu.edu

With a copy to:

The Ohio State University
Planning, Architecture and Real Estate
Attn: Lease Administrator
1534 North High Street
Columbus, Ohio 43201
Office: (614) 688-3715
Facsimile: (614) 292-4824
E-mail address: REPM@osu.edu

4. **Assignment and Sublicensing.** Licensee shall not assign any interest in this License otherwise transfer or sublicense the Licensed Premises or any part thereof to any other party or permit the use of the Licensed Premises by any other party.

5. **Care of Facilities:** Licensors may charge Licensee's Student Account for any damage, special housekeeping, or maintenance or repair services necessary to the Licensed Premises and/or appliances, equipment or furniture located in the Licensed Premises, caused by Licensee, including without limitation, Licensee's misuse or abuse of the Licensed Premises, or the appliances, equipment or furniture located in the Licensed Premises.

6. **Condition of Premises.** No representations or warranties have been made or are made, and no responsibility has been or is assumed by Licensors or by any trustee, officer, person, agent or representative acting or purporting to act on behalf of Licensors as to the condition or repair of the Licensed Premises or any appliances, furniture or equipment in the Licensed Premises, or any other fact or condition which has or might affect the Licensed Premises or the condition or repair of the Licensed Premises or any portion thereof. Licensee hereby waives and releases Licensors from any and all claims arising from or relating to the condition of the Licensed Premises and any appliances or furniture or equipment located in or at the Licensed Premises.

7. **Licensors Termination/Licensee Default.** The Licensors may terminate this License at any time during the Term of this License upon the happening of any one or more of the following events:

- a. Failure by Licensee to pay any installment of Parlor Fee or any other charges due to the Licensors;
- b. Licensee's failure to perform any of the covenants, terms, conditions, or Rules and Regulations of this License and/or Licensee's failure to comply with any rules and regulations of the Sorority, or the House Corporation;
- c. Licensee creates a nuisance in or about the Licensed Premises; including, but not limited to, disorderly behavior in the sole opinion of Licensors, the Sorority or the House Corporation, on the part of Licensee;
- d. Licensee having or possessing in, on or about the Licensed Premises including, but not limited to, Licensee having or possessing any handgun, firearm, knife or dangerous weapon of any type;

- e. Licensee having in, on or about the Licensed Premises any explosive materials, flammable substances, or other hazardous substances deemed to be dangerous, in the sole discretion of Licensor, the Sorority or the House Corporation;
- f. Licensee's illegal possession, consumption, distribution or misuse of alcoholic beverages or the illegal possession, manufacture, sale, distribution or use of any narcotics, marijuana, hypnotics, stimulants, hallucinogens or illegal drugs or the possession, manufacture, sale, distribution or misuse of any chemicals, or harmful drugs and/or chemicals in, on or about the Licensed Premises , deemed to be dangerous by Licensor, the Sorority or the House Corporation in their sole discretion;
- g. Expulsion, resignation or suspension from the Sorority or Licensor's University, including, but not limited to, interruption or termination of active membership or prospective member status;
- h. Failure of Licensee to be an enrolled full-time student attending classes at Licensor's University, unless this requirement is waived by Licensor; or
- i. The Licensed Premises being uninhabitable due to fire or other casualty as determined by the Licensor in its sole discretion.

In any of the aforesaid events, and in addition to any and all rights and remedies available to the Licensor by law or in equity, Licensor may forthwith terminate this License and Licensee shall have no further right or license to use the Licensed Premises.

8. Licensee Termination. Licensee may cancel and terminate this License by providing Licensor with thirty (30) days prior written notice of such election. Licensee understands and agrees that any Parlor Fees are non-refundable, and Licensee shall not be entitled to any refund of any Parlor Fees paid upon termination of this License.

9. Co-Terminus. In the event that the Lease terminates for any reason, this License shall automatically terminate. Licensee shall cease use of the Licensed Premises, and neither party shall have any further liability or obligation hereunder except for liabilities, if any, which have accrued prior to the termination of this License.

10. Rights Subordinate to Lease. Licensee agrees that all of Licensee's rights hereunder are subject and subordinate to all applicable terms and conditions of the Lease.

11. Impossibilities. The performance of this License is subject to termination without liability upon the occurrence of any circumstance beyond the reasonable control of Licensor – such as acts of God, including without limitation, extreme inclement weather events, war, terrorism, government or quasi-governmental order or regulation, disaster, strikes (except those involving the employees or agents of the party seeking protection of this clause), civil disorder, or curtailment of transportation facilities or supply chain failures, epidemics, pandemics, including but not limited to any further conditions arising out of the COVID-19 pandemic, disease, quarantine, governmental preemption in connection with a national, state or local emergency, or similar cause beyond the control of Licensor. The ability to terminate this Sublease pursuant to this paragraph is conditioned upon the delivery of written notice by Licensor to Licensee

setting forth the basis for such termination as soon as reasonably practical, but in no event more than ten (10) days after learning of such basis.