

UNIVERSAL LODGING AGREEMENT

This Universal Lodging Agreement (Agreement) is made and entered into this _____ day of _____, _____, by and between The Friends of the Lambda Phi Chapter of the Alpha Delta Phi Fraternity, Inc., and Lodger, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, and of value received, the parties agree as follows:

1. PARTIES

1.1 THE CORPORATION The term “the Corporation,” as used herein, means The Friends of the Lambda Phi Chapter of the Alpha Delta Phi Fraternity, Inc., a Massachusetts corporation, and its assigns and successors.

1.2 LODGER The term “Lodger,” as used herein, means such natural person or persons having use of the Premises for lodging, as set forth in Annex B. Each Lodger declares and certifies that he/she is at least eighteen years of age and that he/she enters this Agreement for the exclusive purpose of obtaining lodging.

2. TERMS OF AGREEMENT AND LODGING

2.1 TERM OF AGREEMENT The Term of this Agreement shall commence upon the written execution of this Agreement by the parties, and expire upon the occurrence of all of the following events:

- (a) the Lodging Term has been expired for seven calendar days;
- (b) no charges are unpaid;
- (c) Lodger has vacated the Premises; and
- (d) each and every Key to each and every Covered Lock in the possession or under the control of Lodger, within the meaning of section 8.10, has been delivered to the Corporation.

2.2 TERM OF LODGING The Lodging Term is the period during which lodging shall be provided.

The Lodging Term shall commence on the later of:

- (a) the Lodging Commencement Date, as set forth in Annex A;
- (b) the commencement of the Agreement;
- (c) payment of the deposit as provided in section 3.2;
- (d) payment of the installment for the first full month as provided in section 3.4; and
- (e) payment of the installment for the first partial month, if applicable, as provided in section 3.4

and shall expire on the earlier of:

- (a) the Expected Lodging Expiration Date, as set forth in Annex A;
- (b) the Date To Vacate stated on a Notice of Termination of Lodging and Order to Vacate the Premises.

3. SCHEDULE OF CHARGES

3.1 GENERALLY Lodger shall pay charges as provided in this section. The term “charge” means any debit posted to Lodger’s Account.

3.2 DEPOSIT CHARGE Lodger shall pay a deposit in the amount of the Deposit Charge, as set forth in Annex A. Such amount will be returned to Lodger upon expiration of this Agreement, less any charges then due.

3.3 LODGING PRICE The price of lodging under this Agreement is the Lodging Price, as set forth in Annex A. The full amount of the Lodging Price is assessed as a charge to Lodger upon the execution of this Agreement, but falls due monthly as provided in section 3.4.

- 3.4
LODGING PRICE
INSTALLMENTS** Payment of the Lodging Price shall be paid by Lodger for lodging in a given calendar month in advance, in an installment in the amount of the Lodging Installment Charge, as set forth in Annex A. However, if lodging is provided during the first calendar month for less than the entirety of that month, the installment for that month shall be the Pro-Rated First Month Charge, as set forth in Annex A.
- 3.5
INTEREST CHARGES** Lodger shall pay interest charges as provided in section 4.10.
- 3.6
OTHER CHARGES** Lodger shall pay such other charges as are authorized by this Agreement.

4. ACCOUNT AND PAYMENT

- 4.1
ACCOUNT** The Corporation shall establish an account with Lodger (Account) on which charges and credits under this Agreement shall be posted.
- 4.2
ACCOUNTING
AGENT** The Corporation in its sole discretion may choose to employ a third-party agent (one such agent, if any, being set forth in Annex A) to assist in the administration of Lodger's Account, such as by making periodic printed statements available to Lodger and receiving payments to be credited to Lodger's Account.
- When a statement or other representation by such agent conflicts with this Agreement, this Agreement shall control.
- 4.3
DAY DUE** In any month in which a payment of a Lodging Installment Charge is due, it shall be due on the first (1st) day of that month, regardless of whether such day falls during a weekend or on a weekday or holiday. Other charges shall be due on the first (1st) day of the next month, except that charges unpaid on the last day of the Lodging Term are due on the last day of the Lodging Term.
- 4.4
CURRENCY AND
OTHER PAYMENT
REQUIREMENTS** Payments must be made in United States Dollars, by the tendering of:
- (a) cash;
 - (b) personal checks, certified checks, or cashier's checks, provided that such checks are drawn on a bank in the United States;
 - (c) money orders; or
 - (d) if tendered to the Corporation's accounting agent, through such methods as such agent authorizes and accepts.
- 4.5
TENDERING OF
PAYMENT** Payments shall be tendered to one of the following:
- (a) the Manager, in such a manner as the Manager may from time to time specify;
 - (b) the Corporation's accounting agent, if applicable; or
 - (c) such other location as the Corporation may from time to time designate.
- However, if Lodger is in Default, payments shall be tendered in such a manner as the Corporation may from time to time authorize.
- Payments shall be deemed to have been made on:
- (a) if payment is made to the Corporation's third-party accounting agent, the posting date according to such agent; or
 - (b) if not made to such agent, the earlier of the following days:
 - 1. when received, or
 - 2. three days after the day, month and year stated on the postmark imprinted by the United States Postal Service upon the outermost envelope containing the payment.
- 4.6
RETURN OF
PAYMENT** When a payment is tendered through instruments or transactions declined or returned unpaid by a bank, or through non-negotiable, counterfeit, or otherwise null or fraudulent instruments or transactions, such payment shall be considered to have been not made, and each charge that would have been paid by such payment shall again become due on the date it had been due before the application of the payment.
- 4.7
APPLICATION OF
PAYMENTS** A payment shall be applied to unpaid charges in ascending order of the dates of such charges.

- 4.8
PREPAYMENT** Any amount paid by Lodger in excess of that which is due is a prepayment. Lodger may, at his/her option and without penalty, make a prepayment of all or any part of the Lodging Price at any time. A prepayment will be held as a credit balance and will be applied to charges that accrue each day, according to the order set forth in section 4.7.
- 4.9
NONPAYMENT** Lodger is in a state of Nonpayment whenever a charge has fallen due under this Agreement but has not been paid. The amount of all such charges is the Past Due Balance.
- 4.10
INTEREST CHARGES** When Lodger is in a state of Nonpayment, the Past Due Balance shall accrue simple interest at the **ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%)**. If this interest results in a monthly interest charge less than the Minimum Monthly Nonpayment Charge shown in Annex A, the Minimum Monthly Nonpayment Charge will be applied instead.

5. DESCRIPTION OF THE PREMISES

- 5.1
BUILDING AND
GROUNDS** The Grounds consist of the land in Cambridge, Massachusetts addressed as 351, 353, and 355 Massachusetts Avenue. The Building consists of the multistory dwelling unit construction on the Grounds.
- 5.2
PARKING LOT** The Parking Lot is the parking lot on the Grounds facing Main Street, Cambridge, Massachusetts.
- 5.3
AUTHORIZED
FLOORS** The floors on which Lodger is authorized to be present (“Authorized Floors”) are as set forth in Annex A.
- 5.4
BUILDING
ENTRANCES** Except as provided in section 8.15, Lodger agrees to enter and exit the Building and Grounds only through entrances to the Building as set forth in Annex A (“Building Entrances”).
- 5.5
PREMISES** The Premises consists of:
 - (a) the Building Entrances;
 - (b) the stairwell and landings, from lowermost of the Authorized Floors to the landing of the uppermost of the Authorized Floors; and
 - (c) areas of Authorized Floors accessible through the southeast door of the such floors’ landings.
- 5.6
EXCLUDED AREAS** Areas of the Building and Grounds other than the Premises are Excluded Areas.

6. SCOPE OF LODGING

- 6.1
GENERALLY** Lodging shall be provided to Lodger in accordance with this section.
- 6.2
SERVICES
PROVIDED** Lodging consists of the use of Lodger’s Room, and use in common of the Common Areas along with the other lodgers of the Premises. In each such Bedroom there shall be one (1) bed, one (1) dresser, one (1) bookcase and one (1) desk.
- 6.3
LODGER’S ROOM** Lodger’s Room is such bedroom or bedrooms as are set forth in Annex A.
- 6.4
USE** Lodger shall make use of the Premises as and for a place of lodging, and for no other purpose.

7. LODGER RESPONSIBILITIES

7.1 Lodger shall pay all charges by their due date.

PAYMENT OF CHARGES

7.2 Lodger shall comply with and fulfill the Rules and Regulations of the Premises.

RULES AND REGULATIONS OF THE PREMISES

7.3 To keep the Premises in clean and working order, the Corporation shall designate for Lodger one (1) house job and one (1) kitchen job per week, each requiring not more than one (1) hour of work, both of which Lodger shall perform in good faith by the designated due date.

HOUSE JOBS AND KITCHEN JOBS

7.4 The Corporation shall assess a charge of at most the amount set forth as the Job Failure Charge in Annex A, for each instance of a house job or kitchen job designated for Lodger which Lodger does not perform within the designated due date or to a reasonable degree of thoroughness. Failure to perform both a house job and a kitchen job for a week shall constitute two such instances. The total of such charges assessed during any twelve month period shall not exceed the amount set forth as the Job Failure Charge Cap in Annex A.

FAILURE TO PERFORM HOUSE JOBS AND KITCHEN JOBS

7.5 Lodger understands and agrees that it is Lodger's own obligation to insure his/her personal property.

PERSONAL PROPERTY

All such property shall be at the sole risk of Lodger. Subject to provisions of applicable law, the Corporation shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise, while on the Premises or in any storage space in the Premises or for any personal injury unless caused by the negligence of the Corporation.

8. RULES AND REGULATIONS OF THE PREMISES

8.1 This section constitutes the initial Rules and Regulations of the Premises for Lodger.

GENERALLY

8.2 The Corporation may from time to time publish modifications to these Rules and Regulations in prominent places on the Premises, or by other means of Notice. Such modifications are incorporated herein by reference.

MODIFICATIONS

8.3 Lodger shall not paint, decorate or otherwise embellish and/or change and shall not make or suffer any additions or alterations to be made in or to any part of the Premises without the prior written consent of the Corporation, nor make nor suffer any strip or waste, nor suffer the heat or water or gas to be wasted.

CARE OF PREMISES

8.4 Lodger shall contribute to maintain the Premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from the Building nor from any doors, windows, balconies, porches or other parts of the Building and Grounds, any dirt, waste, rubbish, or other substance or article into any parts of the Building and Grounds, except in proper receptacles and except in accordance with the regulations of the Corporation.

CLEANLINESS

8.5 Neither Lodger nor Lodger's family, friends, relatives, invites, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the Building and Grounds, nor commit or permit any nuisance to exist thereon, nor cause damage to the Building and Grounds, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Building and Grounds or other occupants of the same or any other room of the Building.

DISTURBANCE

8.6 No receptacles, vehicles, or other articles or obstructions shall be placed in the halls or other common areas or passageways.

COMMON AREAS

8.7 Smoking in Lodger's Room is permitted only to the extent that neither smoke, fumes, nor ashes enter areas of the Premises other than Lodger's Room. Lodger shall not smoke in any other areas of the Premises.

SMOKING

- 8.8 UTILITIES** The Corporation agrees to supply, without charge to Lodger, reasonable amounts of electricity, gas, heat and reasonably hot and cold water in accordance with applicable laws. However, the failure of the Corporation to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Corporation, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the such utilities shall not form a basis of any claim for damages against the Corporation.
- 8.9 INTERNET ACCESS** If Lodger is a student of the Massachusetts Institute of Technology (MIT), the Corporation agrees to supply reasonable amounts of internet access in accordance with applicable laws and regulations. However, the failure of the Corporation to provide internet access to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Corporation, such as accident, restriction by MIT, City, State or Federal regulations, or during necessary repairs, shall not form a basis of any claim for damages against the Corporation.
- Lodger agrees to use said internet access in accordance with all conditions, rules and regulations set forth by the Corporation and MIT and with all laws and regulations of the United States, the Commonwealth of Massachusetts and the City of Cambridge. The Corporation reserves the right in its sole discretion to discontinue internet access to Lodger in the event that Lodger violates any of said conditions, rules, regulations or laws. It shall be the policy of the Corporation to respond favorably to a request by MIT to discontinue internet access to Lodger.
- 8.10 LOCKS AND KEYS** A lock covered under this section (Covered Lock) is any lock—together with all components bundled therewith such as latchbolts, deadbolts, spindles, levers, knobs, plates, screws, keys and documentation—that is:
- (a) the property of the Corporation; or
 - (b) attached to any real or personal property of, on or within the Premises, unless it is attached only to the property of Lodger or other lodgers.
- A Key is the means to unlock a Covered Lock, including a physical key and the fact or knowledge of a lock combination or access code.
- The Corporation reserves the right to keep a Key to operate each and every Covered Lock. Lodger shall not provide any Keys operating a Covered Lock to any other person except the Corporation. The Corporation shall, within a reasonable period of time following receipt of notice from Lodger of such condition, repair or replace any Covered Lock preventing access to the entrances to the Premises, to any common area of the Premises, or to Lodger's Room.
- Prohibited Lock Activity is any activity of Lodger to install, improve, remove, render inoperable, destroy, or otherwise alter a Covered Lock.
- Lodger shall not engage in any Prohibited Lock Activity. If Lodger does engage in Prohibited Lock Activity, Lodger conveys to the Corporation all of Lodger's right, title and interest, if any, to the fruits of such activity and to such Covered Lock. Immediately upon subjecting a Covered Lock to Prohibited Lock Activity, Lodger shall give the Corporation, at Lodger's expense, a copy of the Key operating such lock. Any costs to the Corporation from repairing, evaluating, replacing or obtaining a Key to a lock subjected to Prohibited Lock Activity by Lodger shall be charged to Lodger's Account.
- 8.11 PARKING** Lodger shall not park any vehicle on the Parking Lot unless the Corporation consents in writing, and consent so given may be revoked by the Corporation at any time.
- 8.12 PETS** No cats, dogs, birds, pets or other animals shall be kept in or upon the Premises without the Corporation's written consent, and consent so given may be revoked by the Corporation at any time.
- 8.13 PLUMBING** The bathrooms, disposals and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same; and any damage to the Premises caused by the misuse of such equipment shall be borne by Lodger by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Corporation, or by the negligence of an independent contractor employed by the Corporation.
- 8.14 GUESTS** Lodger shall not permit the Premises to be occupied for a period longer than a temporary visit by any of Lodger's family, friends, relatives, invitees, visitors, agents or servants except any children born to him/her during the Lodging Term, except as authorized by the Corporation in writing.
- 8.15 EXCLUDED AREAS** Lodger shall not enter, or cause any object to enter, any portion of the Excluded Areas, except:
- (a) to the extent that Lodger is invited for such a purpose by a member or designated representative of the appropriate residence, consistent with the rules and regulations of such residence; or
 - (b) in the case of a fire or other emergency, for the exclusive purpose of rendering assistance or directly exiting from the Building and Grounds.

**8.16
OTHER
CORPORATION
REGULATIONS**

Lodger agrees to comply with such other rules and regulations as shall from time to time be established by the Corporation for the safety, care and cleanliness of the Building and Grounds and for the general welfare and orderly conduct of its residents and occupants.

**8.17
LAWS AND
REGULATIONS**

Lodger shall obey and comply with all laws and regulations of the United States, the Commonwealth of Massachusetts and the City of Cambridge.

9. MANAGEMENT

**9.1
MANAGER**

The Manager is an agent of the Corporation, authorized to act in the name of the Corporation in all matters pertaining to the subject matter of this Agreement, including but not limited to: general management of the Premises, promulgation of the Rules and Regulations of the Premises, and execution of lodging agreements.

More than one person may be designated Manager at any one time. The designation of Manager is subject to change without notice.

The current Manager and his contact information are set forth in Annex A.

**9.2
RIGHT OF ENTRY**

The Corporation may enter Lodger's Room:

- (a) in case of emergency;
- (b) to make repairs and improvements thereto;
- (c) to inspect the room;
- (d) to show the room to prospective lodgers or to prospective tenants, purchasers, or mortgagees of the Building or Grounds;
- (e) if it appears to have been abandoned by Lodger; and
- (f) as otherwise permitted by law.

10. DEFAULT

**10.1
DEFAULT DEFINED**

Lodger shall be in a state of Default on this Agreement upon the occurrence of one or more of the following events:

- (a) Lodger fails to comply with any term, condition, covenant, or provision of this Agreement, including when Lodger is in a state of Nonpayment;
- (b) Lodger is declared bankrupt or insolvent according to law; or
- (c) An assignment of Lodger's property is made for the benefit of Lodger's creditors.

**10.2
CONSEQUENCES OF
DEFAULT**

While Lodger is in Default, the Corporation at its sole discretion, shall take any or all of the following measures:

- (a) issue to Lodger notice of Termination of Lodging and Order to Vacate the Premises as provided in section 10.3
- (b) when Default has arisen in whole or in part from Nonpayment:
 - 1. assign this Agreement for collection activity as provided in section 10.4
 - 2. invoke the academic embargo process as provided in section 10.5
- (c) when Default has arisen through the actions or inactions of Lodger to cause damage to the real or personal property of the Corporation, assess a charge for such property damage in the amount of one of the following:
 - 1. actual cost of reasonable repair or replacement, or
 - 2. estimated replacement value.

**10.3
NOTICE OF
TERMINATION OF
LODGING AND
ORDER TO VACATE
THE PREMISES**

A Notice of Termination of Lodging and Order to Vacate the Premises is a written document from the Corporation to Lodger declaring that Lodger is in Default and ordering Lodger to vacate the premises by a certain date (Date To Vacate). On such date, the Lodging Term expires. Such notice shall state both the date of the Notice and the Date To Vacate, both dates certain, the latter not less than seven days after the former. It shall be sent as provided in section 12.4.

**10.4
COLLECTION
ACTIVITY**

If Lodger is in Default, the Corporation may institute or cause to be instituted legal action or the services of a collection agency or other agent to force Lodger to comply with this Agreement.

**10.5
ACADEMIC
EMBARGOES**

MIT has a policy and practice of responding to requests by organizations such as the Corporation to withhold academic degrees and refuse registration for academic terms when students are in a state of nonpayment.

Pursuant to such policy, if Lodger is a student of MIT in Default for Nonpayment, the Corporation shall at its sole discretion:

- (a) disclose to MIT that Lodger is in Default and the amount then Past Due;
- (b) provide MIT with copies of this Agreement, correspondence concerning Lodger, and statements of Lodger's account; and
- (c) request MIT to:
 - 1. withhold any academic degrees to which Lodger may otherwise be entitled,
 - 2. prevent Lodger from registering for subsequent academic terms,
 - 3. or both.

11. EXPIRATION OF LODGING

**11.1
VACATING**

At or before 11:59 p.m. Eastern Time of the last day of the Lodging Term, Lodger shall fully perform each of the following obligations:

- (a) deliver up Lodger's Room and all property belonging to or under control of the Corporation in good, clean and orderly condition, reasonable wear and tear excepted;
- (b) pay all unpaid charges;
- (c) remove from the Premises all personal property owned by or under the control of Lodger;
- (d) vacate the Premises; and
- (e) inform the Corporation of the Lodger's new mailing address.

**11.2
PENALTY FOR NOT
VACATING**

For each day after the last day of the Lodging Term in which Lodger has not fully performed obligations (c) and (d) of section 11.1, the Corporation shall at its sole discretion assess a charge in the amount of the Daily Vacate Penalty, as set forth in Annex A, except no such charge shall be assessed solely for obligation (c) for any day after the Corporation has removed such property as provided in section 11.3.

**11.3
REMOVAL OF
PROPERTY**

If Lodger does not fully perform obligation (c) of section 11.1 or if authorized by law, the Corporation shall in its sole discretion remove or cause to be removed such property. The act of so removing such property shall be deemed to be the act of and for the account of Lodger, provided, however, that if the Corporation removes the Lodger's property, the Corporation shall comply with all applicable laws, and shall exercise due care in the handling of such property to the fullest practical extent under the circumstances. The Corporation shall charge Lodger with the actual costs of moving and storage, if any, incurred by the Corporation in removing and placing into storage Lodger's property. As provided by law, the Corporation shall not be liable or responsible for any loss of or damage to Lodger's goods or effects.

**11.4
CLEANING AND
REPAIRS**

If Lodger does not fully perform obligation (a) of section 11.1, the Corporation shall in its sole discretion charge Lodger a reasonable amount for the actual or estimated cost of necessary repairs, cleaning and repainting the room to restore it to a clean and orderly condition.

**11.5
ADVERTISING
CHARGES**

If the Lodging Term expires because of a Notice of Termination of Lodging and Order to Vacate the Premises, the Corporation shall assess charges to Lodger for the actual or estimated costs of reasonable advertising to find another lodger.

**11.6
AGREEMENT
CONTINUES**

After the Lodging Term has expired, this Agreement continues in full force until it expires as provided in section 2.1.

12. MISCELLANEOUS

- 12.1 ATTACHMENTS** Annexes A and B, and any other attachments, addenda and annexes attached hereto, are incorporated herein by reference as if fully set forth herein.
- 12.2 HEADINGS** Section headings and document headers and footers are for convenience of reference only, and shall not operate to define or limit the scope of any provision of this Agreement.
- 12.3 CURRENT MAILING ADDRESSES** The Corporation represents that its current mailing address is as set forth in Annex A. Lodger represents that his/her current mailing address is as set forth in Annex B.
- 12.4 NOTICE** Except as otherwise provided for herein, notice from one party to another shall be deemed to have been properly given when transmitted to the recipient at the address last represented by the recipient to be the recipient's current mailing address by any of the following methods:
- (a) mailed by first-class mail from the sender to the recipient;
 - (b) mailed by first-class, registered or certified mail, return receipt requested;
 - (c) if the recipient is Lodger, affixed to the door of Lodger's Room;
 - (d) otherwise delivered or left at said address, so long as a receipt has been signed by the recipient or by another person expressly or impliedly authorized to receive messages for the recipient.
- Notice shall be deemed to have been given on the earlier of the following days:
- (a) when affixed to the door of Lodger's Room, pursuant to subparagraph (c) above;
 - (b) when received; or
 - (c) three days after the day, month and year stated on the postmark imprinted by the United States Postal Service upon the outermost envelope containing the notice.
- 12.5 CHANGE IN ADDRESS** Should one party's mailing address change during the term of this Agreement, such party shall give the other prompt notice of the same.
- 12.6 NOT A LEASE** This Agreement is not a lease or sublease. Nothing in this Agreement shall be construed to create a relationship of landlord and tenant between the Corporation and Lodger, to any extent or for any purpose.
- 12.7 JOINT AND SEVERAL LIABILITY** If more than one Lodger is a party to this Agreement, the obligations and liabilities hereunder shall be the joint and several obligations and liabilities of each and every Lodger.
- 12.8 ASSIGNMENT** The Corporation shall have the right to assign this Agreement and its rights and obligations hereunder, in whole or in part, to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Lodger shall have no right to assign, and shall not assign, this Agreement or any of its benefits or obligations.
- 12.9 INDEMNIFICATION** Lodger agrees to indemnify and hold harmless the Corporation, and all employees, officers, directors, members, agents, representatives, assigns, and successors from and against all liability, expenses, loss and damage arising from
- (a) any nuisance made or suffered on the Premises by Lodger or his/her family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of such persons;
 - (b) any breach of this Agreement by Lodger; and
 - (c) legal costs and reasonable attorney's fees, court costs, and collection costs incurred by the Corporation in collecting unpaid charges and other damages hereunder or in obtaining possession of the room, if any, from Lodger.
- 12.10 EFFECT OF PARTIAL INVALIDITY** Should any of the provisions of this agreement be rendered invalid, in whole or in part, by any change in applicable law or regulations, or be declared invalid by order, decree, or judgment of a court or governmental agency of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid provisions had not been inserted in this Agreement or as if the new law or regulations were incorporated herein.

**12.11
GOVERNING LAW**

The provisions of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. All legal actions or proceedings arising hereunder shall be tried in the District or Superior Court of Middlesex County, Massachusetts, according to the rules of such courts, or in the United States District Court for the District of Massachusetts, without regard to the conflict of laws rules thereof. Each party hereby consents to personal jurisdiction therein.

**12.12
ENTIRE
UNDERSTANDING**

The parties acknowledge that this Agreement sets forth the entire agreement and understanding of the parties as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties.

**12.13
NO WAIVER**

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

THE FRIENDS OF THE LAMBDA PHI
CHAPTER OF THE ALPHA DELTA PHI
FRATERNITY, INC.

Date

LODGER

Date

LODGER

Date