

GREEK VILLAGE MASTER LEASE

BY

**THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

("Landlord")

and

A FLORIDA NOT FOR PROFIT CORPORATION

("Tenant")

SEPTEMBER 10, 2018

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES
GREEK VILLAGE MASTER LEASE

This Master Lease sets forth the terms and conditions for the occupation and use of residential facilities ("Greek Village Master Contract") on a long-term basis on the University of South Florida-Tampa (the "University") campus to recognized fraternity and sorority groups or other recognized and qualified University student organizations. When this Master Lease is signed and returned to the University, it will constitute a binding agreement between the organization and the University for the full period of the specified term. This Master Lease shall become a new binding agreement and shall replace any previous versions of the Special Purpose Housing agreement.

Parties:

The University of South Florida Board of Trustees, a public body corporate, whose address is 4202 East Fowler Ave, CGS 301, Tampa, Florida 33620 "Landlord" (for all matters related to this Master Lease, Landlord's designee shall be the President of the University of South Florida, her/his successor or her/his designee).

and

(Organization), **The Gamma Chi Chapter of Zeta Beta Tau Trustee Corporation, a Florida Not For Profit Corporation**, whose address is 1925 Largo Road, Jacksonville, Florida 32207 ("Tenant").

A. Common Terms and Definitions:

1. **The University of South Florida.** The University of South Florida – Tampa shall be referred to as the "University" or "Institution," "Housing & Residential Education" or "HRE," any University department, or any other agent of the University. The University's Board of Trustees has complete authority over the academic, administrative, and operational actions of the Institution as granted by the Florida Board of Governors. Please reference the Greek Village Standard Operating Guide for the roles and responsibilities of HRE staff members including appropriate points of contact.
2. **The Tenant.** The tenant shall be recognized as the incorporated organization that is named upon this Master Lease.
3. **The Resident.** The resident shall be recognized as a University student whom has an active Greek Housing Contract on file and occupies the assigned space ("Unit") as determined by Housing and Residential Education. The Resident must be an active member of the organization and a degree-seeking student at the

University of South Florida. The Resident must comply with all (a) University policies, regulations, and procedures; (b) federal, state, and local law; (c) be in good standing with University; and (d) be in “active” status of the organizations.

4. **Residence Life Coordinator** – The Residence Life Coordinator (RLC) is a full-time professional staff member of Housing & Residential Education. This individual is credentialed with a Masters’ degree with advanced training. The RLC reports to a leadership team member of the Residence Life & Education unit of HRE and provides leadership to the Community Manager team. The RLC serves as a point-of-contact for the various organizations living in Greek Village.
5. **Community Manager.** The Community Manager (CM) is a member of the HRE student staff whose purpose is to intentionally engage with the residents of the Facility. The CM has extensive training on a variety of topics related to the residential experience. The CM resides with the Residents of the Facility and serves as a resource for the Residents and the Tenant. The CM reports to the Residence Life Coordinator assigned to all Facilities (Greek Village).
6. **The Facility.** The facility shall be recognized by Exhibit A, the University supplied contents outlined in Exhibit B, and, if present, a deck, patio, or other outdoor space associated with the facility.
7. **Facility Space.** The Facility’s public space shall be defined as any space outside of the Resident’s Unit. The spaces include but are not limited to common areas, entry ways, elevator lobbies, hallways, and chapter rooms. The Resident’s Unit is considered private space.
8. **Special Purpose Housing.** The term Special Purpose Housing (“SPH”) refers to collaborative relationship between HRE & the individual Greek Housing Corporations residing on the Greek Village property (see Exhibit A). SPH provides the organization an increased level of individualization and long-term retention of the designated facilities. SPH does not provide for the associated organizations to operate separately from the USF-Tampa Housing System. Please see the Greek Village Standard Operating Guide for additional details regarding procedures.

B. Master Contract Terms:

1. **Property and Premises.** Landlord contracts to Tenant, and Tenant contracts from Landlord certain real and personal property located in Hillsborough County, Florida, more particularly described in Exhibit "A" (the "Property"), including but not limited to a multi-story residential living facility, (“Building”), furnished similar to student rooms in other residence halls (the “Personal Property”) (the Building and Personal Property collectively, the "Premises").
 - a. Chapter Rooms – It shall be recognized by the University that organizational chapter rooms, attached and detached, were paid for with organizational funds through a payment to the University. Chapter rooms,

if present according to Exhibit A, are considered a gift to the University and, as such, the property of the University (referencing Section 7.a). The Tenant is granted exclusive use of the associated chapter room when a valid Master Lease is executed. It may not be sublet as outlined in Section 6.e. Please see the reference to termination outlined in Section 5.b.

2. **Use.** The Premises may be used by Tenant and Tenant's members ("Residents") as a residential facility for a University recognized fraternity/sorority student organization, together with such uses generally associated therewith, such as recreation and social functions.
3. **Term.** This Master Lease commences upon execution. The contract term for rent purposes (the "Term") will commence on August 15, 2018 (the "Commencement Date").
 - a. Each contract year will begin on August 15th and conclude on August 14th of the following year.
4. **Renewal**
 - a. The initial term of the contract will be for one (1) year ("Initial Term"). After the Initial Term, the Tenant may be offered an extension for two (2) years. Upon entering the 2021 – 2022 lease year, the organization may be offered four (4) consecutive renewal terms of five (5) years (each a Renewal Term"). The Initial Term and Renewal Terms, if any, are individually referred to hereinafter as the "Term".
 - b. The Tenant must submit a written renewal or cancellation notice to the Landlord at least eighteen (18) months prior to the commencement of the contract year. The Landlord may send a reminder notice to the Tenant approximately twenty-four (24) months prior to the expiration of the Master Lease but will not have the obligation to do so.
 - c. The Landlord shall review the request to renew and shall provide a written response to the Tenant with thirty (30) days from receipt of the request.
 - d. The Landlord shall have the right to reject the renewal request and terminate the Master Lease at Landlord's sole discretion.
5. **Termination**
 - a. In the event where the Tenant is in breach of this Master Lease or with other cause, the Landlord may terminate this Master Lease in accordance with the laws of the State of Florida and the Tenant shall be responsible for the terms of this Master Lease including any financial obligations.
 - b. Upon termination of the Master Lease, the Tenant shall vacate the Premises by noon on the tenth (10) day after notice from the Landlord.
 - c. Upon termination of the Master Lease, the Tenant, the organization, and members cease to have any rights to the property or contents associated

with the Premises.

- d. Upon termination of the Master Lease, the Tenant is not eligible to seek compensation from the University for organizational funded projects, upgrades, or other enhancements to the Premises.
- e. Upon termination of the Master Lease, the Tenant is entitled to any credit remaining on the organization's account provided that all debt obligations have been satisfied.
- f. Upon termination of the Master Lease, the Tenant and Landlord shall jointly conduct an inspection of the Premises. If Tenant is not available, Landlord shall solely inspect the Premises. The Landlord shall document any damages and/or missing property belonging to the Landlord and shall submit an invoice to the Tenant within thirty (30) days. The Tenant will be required to remit payment for the invoice with thirty (30) days of receipt of the invoice. On the 31st day of the invoice, the Tenant will be responsible for a late fee on the outstanding balance as permitted under Florida law.
- g. Upon termination of the Master Lease, the Landlord may seek damage claims from the Organization for up to 180 days after the departure of the Organization.

6. **Occupancy**

- a. In the event a Resident loses his/her "good standing," with Tenant or the University, such Resident's Greek Housing Contract of his/her Unit may be terminated by Tenant or Landlord. Landlord may also terminate any Resident's Greek Housing Contract of a Unit if a Resident violates any provision of this Master Lease, University policies, or fails to maintain his/her status as an enrolled student of the University. Substitute housing may not be available for such person on campus, but if on-campus housing is available it shall be offered to the Resident provided that the Resident is eligible to remain in on-campus housing. All University of South Florida policies and regulations shall be in effect.
- b. It shall be the responsibility of the Tenant to manage the Building's occupancy through recruitment, selection, and retention. The Tenant shall be required to notify HRE of any occupancy (new resident(s) or the removal of resident(s)) or room assignment changes. The Tenant will serve as an approver for releasing a Resident from his/her financial obligation to the Organization.
 - i. Release of a Resident - The Tenant shall be provided written notice by Resident seeking approval to be released from living on the Premises as well as associated financial obligations to the Organization. The Tenant must respond to the Resident's request within ten (10) business days. Failure to respond to the Resident's request by midnight on the tenth business day will result in an

automatic release from the Resident's obligation to the Organization. It does not release the Resident from any contractual obligations to the University.

- c. In the event that the Tenant removes the Resident from the Premises, it shall be the responsibility of the Tenant to meet any financial obligations associated with occupancy, damages, or other related fees.
- d. In the event that the Resident is removed for a medical, psychological, academic dismissal, called-up for active duty, or other causes beyond the student's control, it shall be the responsibility of the Tenant to meet any financial obligations associated with occupancy, damages, or other related fees.
- e. In the event that the Landlord removes the Resident from the Premises for non-academic related cause, it shall be the obligation of the Landlord to apply any rent collected by the Landlord to the Tenants account until the Unit resumes occupancy or thirty (30) days which ever comes first. The Tenant must attempt to occupy this vacant Unit before any other.
- f. Tenant may not sublet any of the Premise without the written consent of Landlord; such consent shall be at Landlord's sole discretion.
- g. The University will reserve the right to determine final occupancy placement, configuration, and/or capacity.

C. Financial Terms:

1. **Rent.** Tenant's annual financial obligation for use and occupancy of the Premises shall be the sum of \$146,037.72 ("Rent"). The Tenant shall fulfill its obligation to pay Rent in the following manner:

- a. The following formula will be used to calculate:

$$\begin{array}{r} \text{Rent} \\ - (\text{Allowances} + \text{Resident Rent}) \\ \hline = \text{Total Rent Due} \end{array}$$

- b. For purposes of establishing a Resident's individual responsibility with respect to the cost of the Resident's housing, and to provide a mechanism for satisfying Tenant's obligations for payment of Rent, Tenant shall require Residents to enter into housing contracts ("Housing Contract") with the University for each of the residential units (individually "Unit", collectively "Units") located in the Building for each academic term. The Greek Housing Contract shall be sub-contracts under this Master Lease. The Landlord, will enter into Greek Housing Contracts and receive the amounts due thereunder from the Residents on the Tenant's behalf and as a

credit against the Rent due from Tenant. Each Resident billing term will be as follows:

Fall Term:	August 15 th – December 15 th
Spring Term:	December 15 th – May 15 th
Summer Term:	May 15 th – August 14 th

- c. The amount to be charged individual Residents for a Unit shall be determined by Tenant following consultation with Landlord. The Landlord shall make every effort to provide the annual rental rate letter by January 15th of each year. Rental rates are subject to change upon the approval of the USF Board of Trustees. A revised rental rate letter shall be provided within 30 days of any change in the rental rates.
- d. In the event that the Tenant does not (1) achieve sufficient occupancy for each Unit to satisfy the annual contract amount or (2) have a sufficient credit balance, the Tenant will be responsible for the outstanding balance.
- e. The Tenant shall choose whether or not to use, if available, any current account credit in order to satisfy any outstanding debt. If the Tenant chooses not to use the account credit, then Tenant must notify the Landlord and make the required payment via check or credit card.
- f. The Tenant shall be eligible to make payments at the conclusion of each term to satisfy any outstanding debt.
- g. Invoices not paid within thirty (30) days may be subjected to a late fee on the entire invoice amount as permitted under Florida law.
- h. Rent may be increased up to 4% annually if the USF Housing System's rental rates are increased. The actual cost of utilities will be assessed on the annual invoice.
 - i. Premise Utilities - utility consumption will be based on the total amount of utilities consumed each contract year.
 - ii. Community Utilities – community utility consumption divided by the total square footage associated with the Premises.
 - iii. Notice – The Landlord will provide the Tenant with official notice of the upcoming year's rate with recommendations for Resident rental rates sufficient to meet the Tenant's financial obligations.
- i. In the event Tenant fails to execute Greek Housing Contracts when required hereunder or make any required payments, Landlord shall have the right, but not the obligation, to place students in vacant Units with Tenant remaining liable for all Rent for such Units which Landlord does not collect from the new Residents.

- j. The Landlord shall provide a financial statement each semester to the Tenant within thirty (30) days after the close of each term.

2. Allowances:

- a. Community Manager. The Landlord will credit each house based on the square footage occupied by the Community Manager (“CM”). The credit calculation will be based on the square footage rate multiplied by two times the square footage of the HRE determined room assignment. The credit will be applied on the annual invoice. The Tenant shall provide the Landlord with the right of first refusal for any single occupancy beds for the sole purpose of housing the CM.
 - b. Renovations. Renovation invoices paid by cash, check or charge by the Greek house will receive a credit of 20% of the invoice from HRE at the end of each contract period to be used solely for future renovations. Invoices must be received by 5:00 p.m. on August 14th to be considered for a renovation credit. Renovations are considered aesthetic or infrastructural improvements to the Premise. Repairs are considered actions in which the Premises are returned to the original state with no added value or extended life expectancy of the Premises. Repairs and reoccurring maintenance costs do not qualify for the credit concession. The Assistant Vice President for Housing and Residential Education, or designee, will make the final determination on any renovation credits.
 - c. Administrative Overhead. The Landlord will absorb the University Administrative Overhead fee on renovation-related invoices and not pass the cost along to the Tenant.
3. **Account Credit.** An account credit is generated when collected revenue exceeds the annual contract amount. Account credits are generated by Resident rent and may be used for outstanding Master Lease balances or renovation invoices. Account credit is not eligible for cash withdrawal.
4. **Services and Operating Expenses.** Landlord agrees to make available to the Premises standard utilities required for the operation of the Premises for its intended use (water, sewer, electric, air conditioning & heat, wireless internet access, and basic cable television service) in standard amounts.

D. Premise Conditions:

1. **Care of the Premises.** Tenant shall keep the Premises in good, clean and sanitary condition during the Term.
 - a. Tenant shall not allow any accumulation of waste, trash, or debris to reside on the Premises. The Landlord shall provide notice to the Tenant to rectify the terms of the notice within ten (10) days. Failure to satisfy the terms of the notice may result in the Landlord addressing the terms and invoicing the Tenant for the expenses.

- b. Except for damage caused by the negligence of the Tenant or any of its Residents, invitees or guests, all repairs to the Premises shall be conducted by the Landlord at its sole expense. To the extent Tenant is required to make repairs, Tenant shall pay such costs to Landlord within thirty (30) days of Landlord's written request.
 - c. Landlord shall maintain the Premises in good condition and repair, subject to reasonable wear and tear.
 - d. Tenant shall not make or allow to be made any structural alterations, renovations or remodeling of the Premises, without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.
 - e. Tenant shall address parking violations, which contribute to damaging the Premises, and shall be financially responsible for any damages.
 - f. Tenant must ensure that the Premises remains compliance in all applicable local, state, and federal laws, codes, and statutes.
2. **Entry by Landlord.** The Landlord shall make every attempt to respect the privacy of the Tenant and the Residents. The Landlord shall extend the right of privacy to the Unit in which the Resident is assigned only and may be accessible in accordance with the Greek Housing Contract as well as the terms outlined in 2a, 2b, and 2c.
- a. Administrative. Members of the University and first responders may enter into and upon the Premises for any purpose in accordance with the University's housing policies and/or applicable law.
 - i. Community Managers and Housing Staff – Community Managers and other authorized housing staff members conduct daily walk-throughs of the facility for purposes of community safety and engagement. These include walk-throughs during and outside of business hours and include visiting common areas, hallways, elevator lobbies, and chapter rooms. When the Organization is conducting exclusive activities which require privacy, the Tenant must notify the Landlord in writing of the date, with start & stop times, of the activity at least 72 hours in advance.
 - b. Maintenance. Landlord may enter into and upon the Premises at all reasonable hours for the purpose of inspection, improvement, repair, maintenance or control in the event of any epidemic or emergency. Submitting a work request authorizes maintenance personnel to enter the Resident's room. For purposes of this Master Lease, reasonable hours shall be deemed to be between 9:00 a.m. and 5:00 p.m.
 - c. Emergencies. In the event of an emergency condition within the Premises, Landlord or its agents shall have the right but not the obligation to enter the Premises to appraise such condition. In the event of an emergency, Landlord may also make repairs and/or take such other actions as may be

necessary to protect persons or property at Tenant's expense and Tenant shall reimburse Landlord for Landlord's expenses in connection with any damage caused by the Residents, invitees or guests within thirty (30) days of written demand by Landlord.

3. **Signage and Graphics.** For so long as Tenant is a tenant at the Property, Tenant shall have the right to use its signs and logo in a size, type and location on the Premises approved by Landlord. Landlord shall take necessary action to assure that signs and logos for all buildings listed in Exhibit "A" are generally uniform in size and consists of similar materials. The Landlord shall provide one set, consisting of three (3) Greek letters, to be placed on the Facilities. Any additional signage or graphics shall be the Tenant's responsibility. The Tenant shall not place any additional signage on the Premises without the approval of the Landlord.
4. **Parking.** Throughout the Term, Tenant, for Tenant's members, shall be entitled to the non-exclusive use of parking spaces located in the vicinity of the Property, subject to Landlord's requirements, rules and regulations.
 - a. Landlord shall build or have available non-exclusive parking in a ratio of 75% per Residential unit.
 - b. Parking on the Premises is strictly prohibited and will be enforced by the University.
5. **Security.** The safety and security of Residents and the Premise are of the utmost concern for the University.
 - a. The Tenant may request, at their expense, additional card access readers and security cameras when deemed necessary by the Landlord.
 - b. When the Landlord requires that a card access reader be installed into a particular location(s), a security camera may be required at each card access reader location at the Landlord's expense. Required card access readers shall be the Landlord's financial responsibility.
6. **Alterations, Improvements, Mechanic's Liens.**
 - a. All additions, alterations, improvements and fixtures specifically excluding Tenant's moveable personal property shall become Landlord's property and may not be removed from the Premises and the Property by Tenant.
 - b. Tenant must obtain Landlord's written approval for any additions, changes, alterations or improvements to the Premises, including but not limited to any patios, porches, landscaping and ground work, fencing, paint, concrete work, etc. Any unapproved alterations shall be immediately removed and the Premises returned to its prior condition at the sole cost and expense of Tenant. The maintenance for decking,

porches, patios, etc. will be the responsibility of the Tenant.

- c. When the Tenant completes a project involving concrete or asphalt such as sidewalks or other paved surfaces, it shall be the responsibility of the Landlord to maintain a reasonable standard of care including cleaning, repair, or, if necessary, replacement. The Landlord may install additional paved surfaces to meet compliance regulations or to enhance the property and the approval shall rest with the Assistant Vice President for HRE, or designee. Any Tenant initiated space alteration project that requires additional paved surfaces shall be the Tenant's financial responsibility.
 - d. Tenant shall not create or permit there to be established any construction, materialmen's or other lien or encumbrance of any nature against Landlord's interest in the Property for improvements made by or for Tenant.
 - e. All addition, alterations, or improvements must be submitted, via the Space Alteration Request Form, to the HRE Facilities Maintenance department at least ninety (90) days prior to the commencement of the project.
 - f. The Tenant agrees to use HRE's Director for Housing Facilities, or designee, to
 - i. Coordinate the project with the University's approval process.
 - ii. Select an approved vendor.
 - iii. Ensure that best practices for facilities standards are being adhered to.
 - iv. Shall provide the final approval for any alterations of the Premises.
 - g. Please refer to the Greek Standard Operating Guide for information regarding the purchasing guidelines.
 - h. When projects involve the members of Greek Village, the Director for HRE Facilities Maintenance, or designee, will be notification to the Greek Housing Corporation representatives via the Greek Housing Association list-serve. When reasonable, the notification will be distributed at least 14 days in advance or as soon as possible.
7. **Legal Use; Hazardous Materials.** Tenant agrees not to occupy or use, or knowingly permit any portion of the Premises to be occupied or used for any business or purpose that is unlawful or disreputable. Tenant shall not cause or knowingly permit any Hazardous Material (as hereafter defined) to be brought upon, kept, or used in or about the Property by Tenant, its agents, or employees without the prior written consent of Landlord, except for items customary for normal residential use, which shall be used in compliance with all legal requirements. Landlord agrees not to cause or knowingly permit any Hazardous Materials to be brought upon, kept, or used in or about the Property by its agents or employees except as may be necessary in connection with the construction of

the Project, but all such Hazardous Materials shall be kept, used on or about the Property and disposed of in accordance with applicable law. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as Hazardous substances (40 CFR Part 302) and amendments thereto, or any other toxic, hazardous, or potentially harmful substances, materials and wastes that are or become regulated under any applicable local, state or federal law. If Tenant breaches this Master Lease, Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses that arise during the Term as a result of such contamination. Tenant's indemnity shall survive the expiration or earlier termination of the contract.

E. Operational Terms

1. **Community Managers.** University Housing & Residential Education shall manage the Community Manager (CM) recruitment and selection process. HRE will solicit feedback from the Tenant on candidates prior to making a hiring decision. If candidate is selected to be a CM, he/she will be assigned to the Greek Village and appropriate house. In the event that a suitable candidate, affiliated with the Tenant's organization, cannot be selected, a non-Greek affiliated individual may be selected to assume the duties of a CM. The individual will assume typical CM responsibilities and serve as a liaison with the House Corporation and Housing & Residential Education or other authorized University office or official. Complete information on the selection process and the job description for CM are available upon request. The Tenant shall provide HRE the first right of refusal for any spaces in the Facility, which is designated as a single space. The CM will room will be credited to the house based on the criteria outlined in Section C.2.a. The Landlord reserves the sole right to determine the appropriate staffing model.
2. **Laws and Regulations.** Tenant agrees to comply with all laws, ordinances, orders, rules and regulations (University, state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Premises by Tenant as a Tenant ("Laws").
3. **Nuisance.** Tenant agrees to inhabit the Premises in such manner as not to violate any Laws or otherwise create any nuisance.
4. **Quiet Enjoyment.** Landlord covenants and agrees, provided Tenant performs the terms and conditions of this Master Lease as and when required, to take all necessary steps to secure to Tenant and to maintain for the benefit of Tenant the quiet and peaceful possession and enjoyment of the Premises.
5. **Insurance.** Tenant shall provide Landlord with certificates from its insurers, evidencing the insurance coverage required by this Master Lease (including a confirmation that waiver of subrogation applies, if such is the case) prior to the

Commencement Date, and by September 30th of each year, and upon written request from time to time by Landlord. Insurance certificates should be directed to the Director for Operations & Outreach. If Tenant fails to procure any contract of insurance required under the terms hereof or any renewal of or replacement for any contract of insurance that is expiring or has been canceled, Landlord may, but shall not be obligated to, procure such insurance on behalf of the Tenant and the cost thereof shall be payable to Landlord within five (5) business days following written demand therefor.

6. **Tenant Equipment.** Tenant shall be permitted to maintain, at Tenant's sole responsibility and expense, the personal property of the Tenant hereto ("Tenant's Property"). Landlord shall have no responsibility for the safety, use, damage or loss of such property. Resident's are encouraged to obtain renter's insurance to protect against personal loss.
7. **Tenant's Insurance.** Tenant shall maintain commercial general liability insurance, such insurance to insure against liability for bodily injury, death and for property damage arising out of Tenant's negligent or willful misuse of the Premises in an amount as may from time to time be deemed appropriate by Landlord in its reasonable judgment, but in any event not less than \$2,000,000 combined single limit on a per occurrence basis. Tenant shall also maintain insurance for the full value of Tenant's property and improvements. At all times during the Term of this Master Lease, Tenant shall maintain worker's compensation as required by law providing statutory Florida benefits for all persons employed by Tenant in connection with the Premises. The insurance shall be underwritten by insurance companies that are licensed or authorized to do business in the State of Florida and having a rating issued by an organization regularly engaged in rating insurance companies (including specifically A.M. Best & Company so long as such company is engaged in rating insurance companies) of not less than a rating of A,VII of A.M. Best and Company (or equivalent rating if another rating service is used.) If there are no insurance companies or only one insurance company that satisfy(ies) the foregoing requirement, then the insurance company issuing the insurance shall be a company having a rating equal to the next highest rating classification in which at least two insurance companies satisfy the rating requirement. All insurance contracts that Tenant is required to maintain under this Master Lease shall contain a provision that they shall not be subject to cancellation, non-renewal or material reduction in coverage as to the Premises unless Landlord shall be served with a written notice not later than thirty (30) days prior to cancellation, non-renewal or material reduction in coverage.
8. **Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims, actions, damages or liability including expenses in connection with loss of life, personal injury loss or damage including property damage, arising from: (a) Tenant's use of the Premises; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises; (c) any breach or default in the performance of Tenant's obligations under this Master Lease; (d) any misrepresentation or breach of

warranty by Tenant under this Master Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim, action, damage or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election; Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. Nothing herein shall be deemed a waiver by the Tenant or its Residents, guests or invites of any action they may have against the Landlord for any negligent acts and/or omissions on the part of the Landlord.

9. Fire or Other Casualty.

- a. Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Landlord shall, within thirty (30) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.
- b. Landlord's and Tenant's Rights. If a material portion of the Premises or the Building is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 120 days after the Casualty, then Tenant may terminate this Master Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant. If Tenant does not so timely terminate this Master Lease, then (subject to Section 21.(c)) Landlord shall repair the Building or the Premises, as the case may be, as provided below, and each Resident whose Unit is rendered uninhabitable shall be assigned to a comparable resident's hall if space is available, otherwise each Resident shall have the option of (1) terminating his/her Greek Housing Contract without penalty, or (2) having payments thereunder abated until the Unit is rendered habitable. In the event a Resident caused the damage to his/her Unit, payments due from the Resident shall not abate. Tenant's Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Party caused such damage, in which case, Tenant shall continue to pay Rent without abatement.
- c. Obligations. In addition, if, during the period of reconstruction or repair following a Casualty, each displaced Resident shall have the obligation to transfer to an available residential space until the Unit is made habitable. In no event shall a Resident be liable for rent payment under a Greek Housing Contract, nor shall Tenant be comparably liable, while a Unit is uninhabitable due to any cause other than the acts of Resident or Resident's guest. If Rent is abated or terminated pursuant to this paragraph, the obligation of Tenant for any such rent is likewise terminated or abated.

- d. Landlord's Rights. If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Master Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be abated as of the date of the Casualty.
- e. Repair Obligation. If neither party elects to terminate this Master Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

10. **Tenant's Default; Remedies.** It shall be an Event of Default hereunder if: (i) Tenant shall fail to pay sums of money due hereunder within ten (10) business days after written notice that the same is due; or (ii) Tenant shall fail to comply with any other provision of this Master Lease and after receipt of written notice, fail to correct any default within thirty (30) days after written notice or if not capable of being cured within such thirty (30) day notice period and if Tenant commences to cure the default within such thirty (30) day period and diligently proceeds to cure such default, within such period of time as is reasonable under the circumstances.

Upon the occurrence of any other Event of Default, Tenant shall have the option to (A) pay the Rent as it comes due, (B) sub-contract the Premises with the prior written consent of Landlord or (C) terminate this Master Lease upon paying the Master Lease payments for the current year, together with all past due rent, if any, and relinquish its interest in all alterations and improvements made to the Premises.

- a. Landlord's Rights on Event of Default. On the occurrence of any Event of Default, and following written notice to Tenant and failure of Tenant to cure the deficiency within thirty (30) days thereafter, Landlord may:
 - i. Without terminating this Master Lease and without entering into possession of the Premises, continue the Master Lease in effect and enforce all rights of Landlord and obligations of Tenant hereunder, including the filing of suit for the collection of Rent and other sums due hereunder as they accrue.

- ii. Re-enter and repossess the Premises without terminating the Master Lease and any and all improvements thereon and additions thereto and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity in which event Landlord shall make reasonable effort to re-let any or all of the Premises for Tenant's account for any or all of the remainder of the Term or for a period exceeding such remainder, in which event Tenant shall pay to Landlord, at the times and in the manner specified by the provisions herein the Rent accruing during such remainder, less any Rent received by Landlord with respect to such remainder from such subletting.
- iii. Terminate this Master Lease and sue Tenant for damages.
- iv. Cure such Event of Default (after giving Tenant written notice of Landlord's intention to do so), in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord in curing the default.
- v. Exercise any other remedy available in law or in equity.
- vi. All such remedies of Landlord shall be cumulative.

11. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term of this Master Lease, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, a daily Rent equal to double the daily Rent payable during the last month of the Term. The provisions of this Section 11 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Master Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

12. **Attorneys' Fees.** If Tenant or Landlord defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Master Lease, or if either party files suit against the other, with respect to the enforcement of its rights under this Master Lease, Tenant and Landlord agree that the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees, expert witness fees, paralegal fees and court costs incurred by the prevailing party.

13. **Mediation.** If a dispute arises under this Master Lease and the parties to this Master Lease are unable to reach a mutually acceptable resolution, it is a condition precedent that before the filing of any lawsuit, both parties shall attend non-binding pre-suit mediation. Either party may notify the other in writing of its position and, in the case of a monetary dispute, the amount acceptable to it. The mediator shall be selected from a list of Florida Supreme Court Certified Circuit Civil Mediators residing within Hillsborough County, Florida. Within ten (10) days of requesting mediation, both parties shall communicate, in writing, the names and addresses of three (3) acceptable Mediators. A Mediator shall be selected from these lists within ten (10) days. If, within the time specified, the parties are unable to mutually agree on the person to serve as a Mediator, either party may apply to the presiding judge of the Circuit Court of Hillsborough County to select the Mediator from the list of names initially submitted by both parties. Once a Mediator has been selected, Mediation shall occur no later than sixty (60) days from the date of the Mediator's selection. The costs of mediation shall be shared equally by the parties. In the event the parties to this Master Lease do not resolve any such dispute, the parties shall look to Section 22 herein for recourse.
14. **Alteration.** This Master Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.
15. **No Implied Waiver.** The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in the Master Lease shall not be construed as a waiver or a relinquishment thereof for the future.
16. **Severability.** If any Term or provision of this Master Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Master Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Term and provision of this Master Lease shall be valid and enforced to the fullest extent permitted by law.
17. **Time of Performance.** Except as otherwise expressly provided herein, with respect to all required acts of Tenant and Landlord, time is of the essence of this Contract.
18. **Tenant's and Landlord's Authority to Execute; Effect.** Tenant represents and warrants that this Master Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the Terms hereof. Landlord represents and warrants that this Master Lease has been duly authorized, executed and delivered by and on behalf of Landlord and constitutes the valid and binding agreement of Landlord in accordance with the Terms hereof.

19. **Relationship of Parties.** Nothing in this Master Lease to the contrary notwithstanding, it is agreed that Tenant shall in no event be deemed to be a partner of or engaged in a joint venture with Landlord in the conduct of its business, nor shall Tenant be liable for any debts incurred by Landlord in the conduct of its business of Landlord. The relationship of the parties during the Term shall at all times be that of Landlord and Tenant.
20. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.
21. **Pronouns.** This Master Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant and its successors and any permitted assignee to Tenant's interest in this Master Lease. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.
22. **Jurisdiction; Venue.** This Master Lease is declared to be a Florida contract, and all of the terms hereof shall be construed according to the laws of the State of Florida (without regard to conflicts of law). In the event the parties do not resolve a dispute by Mediation as set forth in Section 13 above, the parties agree to the exclusive jurisdiction and venue in the courts situated in Hillsborough County, Florida.
23. **Notices.** All notices, demands, consents and approvals which may be or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given and received upon actual delivery (or refusal to accept delivery) to the address of all parties designated to receive notice as set forth below or to such other place as the party to be notified may from time to time designate by at least ten (10) business days notice to the other parties. Notices, demands, consents and approvals shall be deemed properly given only by: (a) personal delivery; (b) sent by Federal Express or other nationally-recognized overnight delivery service; (c) deposit in the United States mail certified, return receipt requested with postage prepaid, (d) confirmed facsimile. All notices shall be effective upon delivery to the address of the addressee. Until changed in the manner set forth above, the addresses for notice are as follows:

If to Landlord:

Assistant Vice President for Housing & Residential Education
4202 East Fowler Ave., RAR 229
Tampa, Florida 33620

With a copy to:

Office of the General Counsel

4202 East Fowler Ave. CGS 301
Tampa, Florida 33620

If to Tenant:
Fred Levinson
1925 Largo Road
Jacksonville, FL 32207

with copy to:
Matthew Tobe
Zeta Beta Tau National Headquarters
3905 Vincennes Road, Suite 100
Indianapolis, IN 46268

with copy to:
House Corporation Representative on file with
the University

24. **Miscellaneous.** This Master Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto. Tenant acknowledges and agrees that Tenant has not relied upon any representations or any prior written or oral promises, warranties or agreements except such as are provided herein. The headings of this Master Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Master Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. If it is determined that any provision of this Master Lease is unenforceable, the remaining provisions shall remain in full force and effect. Wherever the word "including" appears in this Master Lease it shall mean "including but not limited to". Wherever the words "Grace Period" or "Cure Period" appear, they shall mean "Grace, Notice and Cure Period."
25. **Consent.** Whenever under this Master Lease either Landlord's or Tenant's consent or approval is expressly required, such consent or approval shall be in writing.
26. **Limitation Upon and Survival of Indemnities.** In the event Landlord or Tenant is liable to the other pursuant to any indemnity provision contained in the Master Lease, such liability shall be reduced by the amount of any insurance proceeds received by the indemnified party. The indemnification provisions set forth in this Master Lease will survive the termination or expiration of this Master Lease.
27. **Amounts Accrued as of Termination.** Upon any termination of this Master Lease, any amounts owed by Tenant to Landlord which have accrued as of the termination date shall be paid within ten (10) business days after written demand.
28. **Limited Waiver of the Right to Trial by Jury Where the Amount in Controversy is Less Than \$5,000.00.** Landlord and tenant hereby knowingly, voluntarily and intentionally waive the right to trial by jury in any action or

proceeding that landlord or tenant may hereinafter institute against each other with respect to any matter arising out of or related to this contract or the premises where the amount in controversy is less than \$5,000.00.

- a. **IN TESTIMONY WHEREOF**, the parties hereto have executed this Master Lease by their authorized representative as of the date of execution.

Signed, Sealed and Delivered
in the Presence of:

AS TO THE TENANT:

**The Gamma Chi Chapter of Zeta Beta
Tau Trustee Corporation, a Florida Not
For Profit Corporation**

WITNESSES:

Print Name: _____

By: _____
Name: Fred Levinson

Print Name: _____

AS TO THE LANDLORD:

**UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

Print Name: Andrew Johnson, Director for
Housing & Residential Education

By: _____
Name: Ana Hernandez, AVP for Housing
& Residential Education

Print Name: _____

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EXHIBIT A

Property and Premises Description

The Greek Village Community Project is located on the Northeast Quadrant of the University east of Maple Drive, between Fletcher Avenue and Holly Drive.

<u>Prefix</u>	<u>Address #</u>	<u>NSF (assignable)</u>	<u>Organization</u>
GVA GKA	4271 USF Birch Dr.	6,602 1,319	Alpha Delta Pi Chapter Room
GVB	4273 USF Birch Dr.	6,096	Pi Kappa Phi
GVC	4725 USF Birch Dr.	6,396	Sigma Delta Tau
GVD	4727 USF Birch Dr.	6,289	Zeta Tau Alpha
GVE	4729 USF Birch Dr.	4,888	Delta Chi
GVF	4731 USF Birch Dr.	4,529	Sigma Kappa
GVG	4743 USF Birch Dr.	7,268 attached	Delta Gamma Chapter Room
GVH GKH	4745 USF Birch Dr.	6,284 1,319	Delta Delta Delta Chapter Room
GVI GKI	4741 USF Oak Lane	4,529 1,319	Sigma Nu Chapter Room
GVJ	4739 USF Oak Lane	4,888	Zeta Beta Tau
GVK	4737 USF Oak Lane	5,738 attached	Chi Omega Chapter Room
GVL	4735 USF Oak Lane	4,527	Sigma Phi Epsilon
GVM GKM	4713 USF Birch Dr.	6,289 1,470	Kappa Delta Chapter Room
GVN GKN	4715 USF Birch Dr.	6,396 1,028	Alpha Omicron Pi Chapter Room

EXHIBIT B

Appliances & Services Understanding

Landlord agrees to furnish basic appliances, including a refrigerator and stovetop/oven. Should Tenant choose to replace appliances provided by Landlord, Tenant agrees to provide all maintenance and upkeep of the appliance itself. Landlord agrees to maintain utilities (i.e. water lines, electric) to the appliance. This also includes dishwashers and washer and dryer units, which are appliances that are installed and maintained by Tenant. The addition of new or upgraded appliances that require services that are not already in place will be the responsibility of the Tenant.

If Tenant should choose to replace an appliance (even if not already installed by Landlord), Tenant must complete the appropriate form provided by Landlord and include all specifications for consideration. Installation cannot commence until approval is provided by Landlord, or its designee. Landlord is available to assist Tenant in identifying compatible and recommended appliances for installation in Building. Appliances originally installed by Landlord must be returned to Landlord within 72 hours.

The Landlord recommends the following standards for appliances:

- (1) Washer and Dryer Units: both units should be commercial grade appliances, and the dryer must be equipped with an exhaust fan. The existing power supply for the drying unit is 208-220 volts, 30 amps. The existing power supply for the washing unit is a 120 volt standard receptacle. The Landlord is responsible for cleaning the dryer exhaust ductwork, as needed, and providing water and power to the wall/electrical socket.
- (2) Refrigerators: Commercial grade refrigerators are not required. It is recommended that the appliance be Energy Star rated. The existing power supply for a refrigerator unit is a 120 volt standard receptacle. The minimum basic size of a standard refrigerator is an 18.2 cubic feet, top freezer without water or icemaker, which is 30.5" deep, 30" wide and 66.5" tall.
- (3) Stovetop/Oven: Commercial grade stovetops/ovens are not required. Wattages for stovetops/ovens vary as to what Tenant desires. Landlord can provide Tenant with the wattage of the existing standard unit if requested. The existing power supply for a stovetop/oven unit is 208-220 volt, 50 amps. The standard size for a stovetop/oven is a 30" slide in electric range to fit a 36" high countertop. Depth can vary, but the average is 27" including oven handle.

EXHIBIT C

Sample Renewal Notice Letter

[DATE]
[ADDRESS]

Dear [TENANT]:

In accordance with the terms and conditions set forth in the Greek Village Master Lease dated _____, we are writing to inform you that the next successive five (5) year term of your Master Lease is eligible for renewal beginning [DATE]. The contractual agreement you signed indicates that the initial term of the Master Lease will be for five (5) years with five (5) successive renewal terms of five (5) years each. Per the Master Lease, you must submit a written renewal or cancellation notice to the landlord at least 18 months prior to the commencement date listed above.

Please complete the information below and submit your request to the Director of Operations & Outreach by [DATE]. If we do not receive your renewal decision by this date, Housing & Residential Education will automatically cancel the next successive five (5) year term of your Master Lease.

When this document is signed and returned, it will constitute a binding agreement between the organization and the University for the full period of the specified term. Please place your initials next to the decision statement below.

Term: [DATE] to [DATE]

____ [initials] The Tenant hereby agrees to renew the Greek Village Master Lease for the term indicated above.

____ [initials] The Tenant does not agree to renew the Greek Village Master Lease and understands they must vacate the premises, in accordance with the terms and conditions set forth in the contractual agreement, prior to the commencement of the term indicated above.

Tenant Signature:

Tenant Printed Name: _____
Date: _____

Witness Signature:

Witness Print Name: _____
Date: _____