



# Sigma Chi House Corporation of Springfield, Missouri

## Sigma Chi Fraternity Individual Lease Agreement

Eta Kappa Chapter • Missouri State University  
 P.O. Box 7291, Overland Park, KS 66207 • cchampion@kalo.com

**THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.**

- DEFINITIONS.** In this Lease Agreement, the following definitions apply:

**Academic Year** means the Fall and Spring academic semesters

**Premises** means both individual apartments and shared areas within the building and outer areas, including outside covered porch, parking area and grounds surrounding building, located at 832 S. Kimbrough Avenue, Springfield, MO 65806.

**Resident** means Eta Kappa Sigma Chi active member who is enrolled in a minimum of six credit hours at Missouri State University and will be occupying Premises and is entering into this Lease Agreement

**House Corporation** means Sigma Chi House Corporation of Springfield, Missouri

**Property Manager** is the Independent management firm under contract with House Corporation for providing property management services.

**Agent** means recognized representative who has been authorized by House Corporation or Property Manager to carry out various responsibilities including but not limited to Resident check-in and check-out procedures.
- PARTIES.** THIS LEASE AGREEMENT ("Agreement") is entered into by the individual identified as RESIDENT *below* (herein "*Resident*") and SIGMA CHI HOUSE CORPORATION OF SPRINGFIELD, MISSOURI, INC., (herein "the House Corporation"). This Agreement is between **The House Corporation** and **Resident**, each agreeing to the terms and conditions set forth herein.

Resident Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Permanent Address (not school address): \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- LEASE AGREEMENT TERM.** This Agreement is for the entire Academic Year (Fall and Spring Semesters) beginning on **August 1, 2025** and ending on **May 31, 2026**, totaling ten (10) months of occupancy of Premises.
- PARENT GUARANTEES.** Parent or legal guardian of Resident who is signing this Lease is required to co-sign for Resident who has not reached the age of twenty-one as of the date of signing this Lease Agreement. Co-signing Party expressly agrees to be primarily responsible for all financial obligations of the Resident hereunder.

Co-Signer Full Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Resident: \_\_\_\_\_

- SECURITY DEPOSIT.** A security deposit of five-hundred dollars (**\$500.00**) is required upon signing this Lease Agreement. The security deposit initially submitted for a returning Resident will transfer for the benefit of same Resident upon their subsequent Lease Agreement renewal.

RESIDENT, CO-SIGNER, HOUSE CORP EACH INITIAL HERE – PAGE 1: \_\_\_\_\_

- 6. DAMAGE AND MISSING FURNISHING ITEMS.** Resident shall be liable for any loss or damage to their occupied apartment space, including but not limited to, furnishings, fixtures, appurtenances or any other equipment or appliances provided by House Corporation. Residents may also be charged a prorated portion of damages to Premises and public areas where responsible parties cannot be identified. Residents may not remove House Corporation provided property from Premises including, but not limited to, apartments, lounges, hallways, common use or public space areas. The Resident shall keep their apartment in good order and sanitary condition and shall return the same at the expiration or other termination of this Lease Agreement. Resident is responsible for all activities including their visitor's activities taking place on the Premises. Resident shall take reasonable care of Resident's apartment and the appurtenances, equipment and fixtures therein. Resident understands and agrees that damage includes missing furnishings and any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of defined damages. Resident agrees that the security deposit may be applied toward any default in payment of amounts required by the Lease or breach of the Lease by Resident and that Resident will additionally remain responsible for payment of all damage caused by the Resident to the Premises and furnishings and any unpaid lease payments remaining due under terms of this Lease Agreement. Residents agree that if two Residents occupy an individual apartment, that damages to that apartment, at the House Corporation's discretion, may be apportioned to both occupying Residents. Upon completion of the Resident's Lease term, House Corporation, in cooperation with Property Manager or Agent conducting check-out procedure, will provide a list of deductions made against each Resident's security deposit.
- 7. SECURITY DEPOSIT REFUND.** The security deposit will be returned to the Resident upon completion of the Lease Agreement if all outstanding obligations owed to the House Corporation are paid and there are no damages to the Premises or furnishings or missing furnishings, equipment and fixtures provided to the Resident and that the appropriate check-in and check-out procedures are followed. (Refer to Addendum A for check-in and check-out procedures). Refund payments may be made by check and mailed to Resident's permanent address shown in this Agreement, unless Resident provides a separate forwarding address to Property Manager. The security deposit is refundable within 30 days after move-out pending results of check-out inspection procedures. There will be no interest paid on security deposits.
- 8. LEASE FEES AND PAYMENTS.** The lease fee for this Agreement will be for the Academic Year beginning **1 August 2025** and ending **31 May 2026**. The Premises will be closed for the months of June and July each year. Lease term and payment schedules are for ten (10) months occupancy annually, five (5) months per semester.
- Individual apartments are configured and furnished as either single occupancy or double occupancy.
- Single occupancy:** the per resident, per semester lease fee is **\$5,040**.
- Double occupancy, with roommate:** the per resident, per semester lease fee is **\$3,850**.
- Fall 2025 Semester Lease Fee payments are due no later than **July 25, 2025**.
- Spring 2026 Semester Lease Fee payments are due no later than **January 9, 2026**.
- Residents will not be allowed to move into apartment until payment is made and a check-in procedure completed with Property Manager or Agent.
- House Corporation will issue Residents an initial semester invoice showing payment requirements and instructions for paying semester lease fees by mail, credit card or debit card.
- Residents requiring a monthly payment schedule should confirm such requirement with House Corp no later than **June 27, 2025**, so monthly payment terms can be arranged and invoiced accordingly. Residents requiring monthly payment schedule will have that option for entire academic year. An additional finance charge will be applicable for Residents requiring the monthly payment option.
- 9. MONTHLY PAYMENT OPTION / LATE PAYMENT.** No Resident shall have the right to occupy the apartment until all Lease Fees and security deposit payments have been received and all lease documents including Parent Guarantee signature have been executed in keeping with the terms of this Agreement. For those paying monthly, the lease fee amount is due and payable on or before the **first** day of each **month**. If lease fee is not paid by due date, a **\$5 per day** late fee will be charged until paid in full. All past due balances will include a 1½% per month finance charge in addition to unpaid late fee referenced above.
- **10 Days Past Due:** In addition to the Late Fees, a ten (10) day notice to pay will be issued to Resident and Responsible Party (if applicable) at the physical and email addresses set forth above.
  - **30 Days Past Due:** A 10 day Notice to Move will be issued to Resident and Responsible Party (if applicable) at the physical and email addresses set forth above.
  - **60 Days Past Due:** Collection agency may be assigned to collect unpaid balance, additional costs of collection will be added and membership in Sigma Chi Fraternity will be processed for financial suspension subject to the Chapter Judicial Board and Chapter proceedings, resulting in potential eviction.
- 10. UTILITIES / FURNISHINGS / INTERNET ACCESS.** Semester lease fees, and monthly fees, include all utilities, parking space, furnishings and internet access.
- 11. INSURANCE.** House Corporation will maintain property and casualty insurance for premises. No coverage for Resident's personal property is provided. Residents are encouraged to purchase renter's insurance policy for losses due to theft, fire, water damage or other causes. This will be the responsibility of the Resident to secure coverage.
- 12. RESIDENT BEHAVIOR WHILE OCCUPYING PREMISES.** Resident agrees to abide by the laws of the State of Missouri, the ordinances of the City of Springfield, and the policies of Missouri State University including, but not limited to, Missouri State University Code of Student Rights and Responsibilities. Eta Kappa Chapter of Sigma Chi Fraternity is a Missouri State University recognized organization.

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- 13. SURVEILLANCE SYSTEMS.** To assist with overall security of the Chapter House building access, parking areas, and grounds, surveillance cameras, card access activity logs and other means of monitoring all exterior entrances and stairwell traffic/activity will be utilized. Surveillance cameras will not be used for interior space, nor will they be used in individual apartment units or private areas inside the building. The House Corporation and the Property Manager are the authorized agents and control of any camera or monitor.
- 14. APARTMENT OCCUPANCIES AND ASSIGNMENTS.**
- **Apartment Assignments.** For the 2025-2026 academic year, all apartment assignments will be administered by and subject to the approval of the House Corporation in cooperation with the Property Manager. This is in keeping with managing the premises in the most efficient manner and in accordance with achieving full residency (22 residents) for the Chapter House.
  - **Double Occupancy Apartment Roommate Selection.** Residents should identify their roommate selection by completing the roommate information section on the Resident Profile Form no later than at the signing of this agreement. For those wishing to have double occupancy housing but no roommate has been identified, the House Corporation reserves the right to assign a roommate for that unoccupied apartment space. The Chapter House provides eight double-occupancy apartments that will house sixteen residents. The House Corporation requires that each double occupancy apartment shall house two (2) residents each and therefore cannot be leased as a single occupancy residence.
  - **Single Occupancy Apartments.** The Chapter House provides a total of six single occupancy apartments. Single occupancy apartment assignments shall be assigned on a first commitment, by signing lease, basis. The House Corporation requires that each single occupancy apartment shall house one (1) resident each and therefore cannot be leased as a double occupancy residence.
  - **Apartment Assignment Changes.** Residents are not permitted to relocate from their assigned apartments without prior written approval of the House Corporation and in consultation with the Property Manager. It is strongly advised that consideration of changing assigned apartments be planned for subsequent semester start-up rather than during mid-fall or mid-spring semester lease term. The resident seeking an apartment change will be subject to a **\$150 fee** deducted from their security deposit to cover Property Manager costs to conduct an on-site check-out of existing apartment and check-in procedure for newly assigned apartment as well as updating apartment access codes. Apartment assignment changes will be subject to the sole discretion of the House Corporation and approved on basis of availability.
- 15. CHAPTER HOUSE GUESTS.** Residents who have guests visit them who live outside the Chapter House and who are not affiliated with Eta Kappa Chapter of Sigma Chi, should always have consideration for roommates and other floor residents to make sure that guests do not infringe on resident's right to privacy and the quiet enjoyment of their apartment. All guests must abide by the same terms and conditions set forth in the resident's signed lease agreement and addendum. Residents need to always be in the presence of their guests including apartments, common areas, stairwells, hallways, outdoor covered porch, parking area and grounds. Visitation to the extent of cohabitation, defined as more than two overnight visits per week is not permitted. This visitation restriction is applicable to the entirety of the Premises (e.g., apartment units, hallways, stairwells, first-floor common area space, covered porch area or parking lot or grounds).
- 16. ANIMALS OR PETS.** No animals including, but not limited to mammals, reptiles, birds, fish, rodents and insects are allowed, even temporarily anywhere in the individual apartments or Premises. In the event Resident or any guest or occupant violates animal restrictions, Resident will be subject to charges, damages, eviction and other remedies provided in this Lease Agreement.
- 17. FAILURE TO MOVE-IN OR VACATING PREMISE.** If a Resident fails to move in or vacates the Premises after move-in, and the open apartment space is not filled to the satisfaction of the House Corporation, the Security Deposit and any Lease Fees paid will not be refunded. A Resident's change in university enrollment status has no bearing on this Lease. If lease fees have not been paid by the resident who vacates and those semester lease fees cannot be collected by the House Corporation after reasonable effort for collection has taken place, remaining Residents must make up the difference for unpaid semester lease fee either as a pro-rata lease fee increase for all remaining Residents or as payment to the House Corporation by the Eta Kappa Chapter of Sigma Chi active membership including non-residents.
- 18. RIGHT TO ENTER / INSPECT / REPAIR / MAINTAIN.** As House Corporation, Property Manager and authorized agents may deem reasonable, appropriate, or necessary, House Corporation officers, property manager employees or authorized agents shall have the right to enter and inspect the individual apartments and Premises during reasonable hours and upon providing reasonable notice to the Resident(s) for the purpose of maintaining the Premises, making repairs, alterations, improvements to the individual apartments and Premises. House Corporation will instruct Property Manager or authorized agent to perform periodic inspections of the Premises to ensure that it is being maintained in a safe and sanitary manner. Resident understands that House Corporation, Property Management and authorized agent may photograph or videotape individual apartments, common use area of Premises at time of move-in, during periodic inspections, and at time of move-out to document damage to and conditions of apartments or Premises.
- 19. EVICTION AND COLLECTION.** If any financial obligations of Resident to The House Corporation hereunder become delinquent, the House Corporation shall be entitled to pursue all available legal remedies, including eviction of Resident without notice, and may collect and recover any amount due and owing to the House Corporation without relief from valuation of appraisal laws of the United States or the State of Missouri, together with the collection of court costs and reasonable attorney's fees and expense incurred as a result of any breach of this Agreement.
- **Disposition of Property.** Resident specifically agrees that he forfeits any right of possession of the premises in keeping with Eviction and Collection Procedures as outlined herein, and accordingly, the House Corporation has the right to retake and repossess the living space and store all Resident's personal effects off-site at Resident's expense. Once the House Corporation retakes the living space and stores Resident's personal effects, the House Corporation shall have a lien against the personal effects of Resident for the total indebtedness owed by Resident plus reasonable storage fees. Resident specifically waives any right to notice, cure or any rights or remedies available to Resident generally pursuant to the Laws of the State of Missouri.

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- 20. **PARKING.** Parking spaces are intended for Resident use only. Parking is allowed only in designated parking spaces. No parking of any motorized vehicle is allowed on sidewalks, in stair tower, in handicap parking area or grounds. House Corporation may regulate the time, manner and place of parking all trucks, cars, motorcycles. Only one parking space per Resident is permitted.
- 21. **REPLACEMENTS / SUBLETTING.** Replacing a Resident, subletting or assignment is allowed only when House Corporation consents in writing. It is the sole responsibility of the departing Resident to find a replacement. House Corporation has no responsibility to find a replacement Resident. If no replacement is found, the departing Resident and remaining Residents remain liable for the total amount of lease fee. If departing or remaining Residents find a replacement Resident acceptable to House Corporation, the departing Resident's security deposit is forfeited, and new Lease Agreement will be executed with replacement Resident with no requirement for a security deposit for the remaining lease term that subletting takes place.
- 22. **TERMINATION.** In the event of Residents occupying the Premises or their guests violating any provision of this Lease Agreement or Addendum, the House Corporation reserves the right to terminate this Lease, in which case, the House Corporation will retain all lease payments made by the Resident. A violation of the Rules and Regulations attached as Addendum A to this Agreement is a material breach to this Lease. In the event the House Corporation finds it necessary to evict any Resident occupying the Premises, the Resident hereby waives the right to any eviction notice and agrees to move out immediately. In the event a Resident is evicted from the Premises, the Resident remains liable for the full amount of Lease payment until such time as the original Lease has expired or the House Corporation has been able to lease the open space to another Resident.
- 23. **ADDITIONAL DOCUMENTS.** The following documents are made part of this Lease Agreement:
  - Individual Resident Profile Information
  - Rules and Regulations Addendum
  - Monthly Lease Payment Schedule and Interest Charges (if applicable)
- 24. **LIABILITY AND INDEMNIFICATION.** Resident agrees to release and hold harmless the House Corporation, its directors, officers, employees, agents and representatives, from any liability, loss, injury, claim, action, demand, judgment or damage that may occur or be claimed with respect to the Resident resulting from any act done or omission by Resident, his agents, guests, invitee or any person on the premises of the Chapter House by reason of Resident's use of Chapter House. Resident further agrees to indemnify the House Corporation, its directors, officers, employees, agents and representatives from any liability, loss, injury, claim, action, demand, judgment or damage which arises from Resident's negligence, use of Chapter House premises, or violation of the policies, procedures, rules and regulations referenced in the House Rules.
- 25. **SEVERABILITY.** If any provision of this Agreement or any related document or instrument is held to be illegal, invalid or unenforceable under the present or future laws, such provisions shall be either reformed by a court of competent jurisdiction to reflect the intent of the parties, or deleted from the Agreement by the Court, whichever course of action in the opinion of the Court would best reflect the intent of the parties, taking into account all provisions of this Agreement. If a clause or provision of this Agreement is deleted or deemed to be unenforceable, the remaining provisions hereof shall remain in full force and in effect and shall not be affected by the illegal, invalid, or unenforceable provision or clause of this Agreement or severance here-from.
- 26. **SURITIES / GUARANTEE.** The Resident and/or parent(s)/legal guardian(s) of Resident acknowledge that by their signature(s) affixed hereto that they have read the foregoing Agreement, understand its terms and agree to be primarily responsible for and satisfy any and all financial obligations of Resident created pursuant to this Agreement.

**THIS IS A BINDING CONTRACT.**

**PLEASE ENSURE ALL PAGES ARE INCLUDED AND EXECUTED IN FULL, WITH INITIALS AND SIGNATURES, UPON RETURN.**

**RESIDENT**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**MSU ID #:** \_\_\_\_\_

**PARENT(S), GUARDIAN(S), AND/OR RESPONSIBLE PARTY**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**PRESIDENT, SIGMA CHI HOUSE CORPORATION OF SPRINGFIELD, MISSOURI**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**SIGMA CHI HOUSE CORPORATION OF SPRINGFIELD, MISSOURI  
A MISSOURI CORPORATION**

**This Agreement shall be governed by and the rights of the parties interpreted in accordance with the laws of the State of Missouri.**