

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on the ____ day of _____, 20__, by and between Mississippi State University of Agriculture and Applied Science hereinafter referred to as LESSOR, and Mississippi State University and _____ (*insert the name of the house corporation and the local chapter of the student organization*) referred to jointly and collectively as LESSEE.

WHEREAS, LESSEE and LESSOR recognize and acknowledge that: the relationship between Mississippi State University and the students of Mississippi State University has evolved over the years from a relationship of in loco parentis to a more formal educational relationship wherein students are viewed as adults; and, the courts have recognized an expansion of the Constitutional protections due students; and, students are also recognized as having the obligation to bear the responsibility of adults in their relationship with the university.

WHEREAS, LESSEE agrees that LESSEE must bear the total and complete responsibility for all actions of LESSEE and its members, whether as a group or as individuals in a membership capacity.

WHEREAS, LESSEE agrees that LESSEE's responsibilities include, but are not limited to, the responsibility of compliance with all laws and with all Mississippi State University and Board of Trustees of State Institutions of Higher Learning policies, bylaws, rules, regulations, and other lawful requirements.

WHEREAS, LESSEE recognizes and acknowledges that LESSEE and the occupants of the building to be constructed, or of the building which has already been constructed, on the university land to be leased hereunder are responsible for all actions of the occupants, including, but not limited to, the obligation to obey all laws, policies, bylaws, rules, regulations, and other lawful requirements pertinent to their presence on campus and in occupancy of the building.

NOW THEREFORE:

The LESSOR, in consideration of \$50.00, cash in hand paid, and other consideration, as stated in the foregoing preamble and throughout the remaining provisions of the lease, does hereby lease and let unto said LESSEE, the following described lot or parcel of land situated on the campus of LESSOR, to wit:

Lot # _____, _____ Subdivision, Mississippi State University, Oktibbeha County, Mississippi, as shown on Plat filed February 2, 1984, and recorded in Plat Book 4 at Page 45 of the public land records of Oktibbeha County, Mississippi, to which reference herein made.

1. This Agreement is made for an initial period of Fifty (50) Years beginning at midnight on _____, 2013. The above referenced payment of cash in hand paid is the entire cash payment due from LESSEE under this Agreement, although other conditions, as described herein, are of a continuing nature and are continuing obligations of the LESSEE.

2. The LESSEE shall be permitted to make improvements on the above described land or to the presently existing building on the land, subject to the following conditions:

a. Drawings, photographs or other visual depictions must be submitted by LESSEE for review and approval by the LESSOR of the aesthetic features of the proposed improvements. The LESSOR's approval must be written and shall not be considered as approval of anything but aesthetic features nor for any other purpose, including, but not limited to, any building code requirements, structural requirements, or other requirements pertaining to the safety or soundness of the improvements, the project or the building itself.

b. Once the drawings, photographs or other visual depictions are approved by the LESSOR, all aspects of the same must be adhered to by LESSEE, unless written approval is obtained from the LESSOR for each proposed modification (includes subsequent modifications or improvements made after completion of the initial project).

c. No part of any structural improvements erected will be nearer than twenty (20) feet to any lot line of the aforementioned land.

d. No site development work may begin until drawings, photographs or other visual depictions satisfactory to the LESSOR have been approved as described in subparagraph a. above.

3. LESSEE shall neither use, nor allow the building or other improvements on the land to be used, for any purpose other than as a fraternity or sorority house, unless authorized by the LESSOR to do so through a formal, written amendment to this Agreement.

4. LESSEE shall pay for paving the streets to the building, for paving the parking areas for any residents, and for any and all necessary exterior lighting on the property.

5. LESSEE is responsible for obtaining all services related to the building, grounds and other premises, including, but not limited to, obtaining and paying the initial, continuing, and final costs of: utility services, maintenance services, repair services, renovation services, inspection services, sewer services, yard maintenance services, communications services, and all other services. Should the LESSOR choose to provide any services requested by the LESSEE, then LESSEE shall pay LESSOR for said services received within 30 days of receipt of the bill for said services.

6. LESSEE is responsible for and shall maintain the buildings, grounds, and other premises in good repair at LESSEE's expense. Yard maintenance, and other needs or requirements pertaining to the building, grounds or premises, which affect the aesthetic beauty and nature of the campus surroundings, must

comply with the standards and desires of the LESSOR and compliance therewith shall be determined solely by the LESSOR.

7. LESSEE shall obtain and be responsible for payment of any and all costs of obtaining and providing service and connection to existing utility lines, electric lines, steam, sewer, and any other lines required for service to the building, grounds, and premises.

8. LESSEE, at LESSEE's expense, shall keep the building, grounds, and premises continuously insured against fire, theft, tornado, windstorm and other casualty losses with a company authorized and doing business in the State of Mississippi in an amount sufficient to cover all losses which may result from said casualties.

9. LESSEE, at LESSEE's expense, shall keep the building, grounds, and premises continuously insured with an insurance company, which is authorized and doing business in the State of Mississippi, against damages which may be suffered by occupants, guests, invitees, and others in, or on, the building, grounds, and premises, and against all liabilities which may result from the use of, or presence on or in, the building, premises and grounds by occupants, guests, invitees, and others present.

10. LESSEE must, with regard to the insurance coverage referred to in paragraphs 8 and 9 above, include as additional insureds, the following:

- a. The Trustees of the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi, both in their official capacities and their individual capacities;
- b. The Board of Trustees of State Institutions of Higher Learning for the State of Mississippi;
- c. Mississippi State University;
- d. the President of Mississippi State University, both in an individual capacity and an official capacity;
- e. all other officers, employees, agents, or servants of the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi and of Mississippi State University.

LESSEE further hereby agrees to waive all rights of recourse, including any right to which another may be subrogated, against those listed in subparagraphs (a) – (e) of this paragraph for personal injury, including death, and property damage.

11. LESSEE must, with regard to the insurance coverage referred to in paragraphs 8 and 9 above, provide LESSOR with a copy of said policies prior to occupancy of said building, grounds, and premises [or if a building is already in existence and use, then before continuation of occupancy or use]. Further, said policies must contain a provision for 60 days' notice to LESSOR prior to the insurer's or LESSEE's cancellation or suspension of said policies. This requirement is to allow LESSOR, if LESSOR desires to do so, to continue the

coverage without lapse should LESSEE for any reason fail to take adequate action to maintain said policies in force.

12. LESSEE must obtain the written agreement of LESSOR that the amount of coverage, with regard to the insurance coverage referred to in paragraphs 8 and 9 above, is deemed adequate. The amount of coverage shall increase annually in order to maintain adequate coverage as determined by LESSOR.

13. LESSEE hereby agrees to indemnify, hold harmless, defend, and, to whatever degree necessary, reimburse LESSOR and the other parties, both individually and as otherwise named or described as additional insureds in paragraph 10 above, for any and all losses (including, but not limited to court costs, attorney fees, settlements, verdicts, judgments, or paid administrative claims) suffered by LESSOR and the aforementioned additional parties resulting from the use, occupation, or presence on, or in, the building, grounds, and premises by any person or persons.

14. LESSOR AND LESSEE agree that there is no "third party beneficiary" intended to benefit from this Agreement and that there is no third party beneficiary in reality to this Agreement. LESSEE agrees that to whatever extent, if any, which a court determines that such a "third party beneficiary" is entitled to benefit under this Agreement that LESSEE, and not LESSOR, shall be totally responsible for such benefits or losses resulting therefrom. LESSEE agrees that the protection under paragraph 13 above, includes, but is not limited to, protection of LESSOR and the other parties protected under paragraph 13, from any and all matters resulting from any claims, judgments, settlements, attorney fees, court costs, verdicts or other costs associated with the assertion by any person(s) or other parties who may assert a third party beneficiary claim under this Agreement.

15. LESSEE agrees that the property leased hereunder, including any structures now or later existing thereon, shall never be sold, subleased, mortgaged, or assigned to any person, corporation, society, or body without LESSEE first obtaining the written consent of the LESSOR, which consent shall not be unreasonably withheld, except that if the student organization portion of LESSEE shall withdraw from Mississippi State University, or if Mississippi State University shall withdraw university recognition or registration of said student organization, the property may be sub-leased, or the leasehold assigned, to some other similar student organization for a similar student organization use, or to Mississippi State University for any use, subject to any requirements of and the written approval of LESSOR. Should default occur to any mortgage and noteholders, to which LESSOR has given consent, said mortgage and noteholders may participate in the subleasing, leasing, assigning, or such other rights as are granted to LESSEE hereunder.

16. LESSOR retains the option to exercise police powers over the property described herein, including the building, grounds and premises, but LESSOR is not required to exercise said police powers and the failure to do so shall not be

considered a failure to perform a function, but instead shall be considered simply the exercise of the LESSOR'S option not to exercise said powers on that given occasion. The failure to so exercise said powers on a given occasion shall not operate to waive or forego or otherwise diminish the option of LESSOR to exercise or to continue to exercise said powers on other occasions.

17. This Agreement shall terminate:

- a. upon a determination by the legislature of the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, or Mississippi State University that student organizations in general, or subgroups (e.g., fraternities) of student organizations similar to that of LESSEE, are prohibited from Mississippi State University; but, in the event thereof, LESSOR agrees to pay LESSEE, or any mortgage and note-holders, as their interest may appear, the reasonable cash value of the building and all additions or improvements thereon erected on said property; or,
- b. upon a mutual agreement of LESSOR AND LESSEE reduced to writing as a termination modification to this Agreement; or,
- c. upon withdrawal of recognition / registration of the LESSEE student organization by LESSEE or by Mississippi State University ; or,
- d. at the end of the original term, unless a written extension of the Agreement has been executed by the parties hereto.

18. This Agreement shall be subject to termination at the option of LESSOR in the event that LESSEE fails to comply with any condition of this Agreement, unless LESSOR determines that LESSEE has cured said breach within 30 days of the receipt by LESSEE of formal, written notice of said breach. Failure by LESSOR to pursue any breach of this Agreement shall not be a waiver of said breach or a waiver by LESSOR of any other breach whether or not of the same or similar nature.

19. In the event of termination under paragraph 17 a. above, if the parties cannot agree upon a reasonable cash value, then three appraisals from certified appraisers shall be obtained, with the expense thereof being shared by LESSOR and LESSEE, and the lowest appraised value, less any outstanding obligations of the LESSEE and obligations against the property, shall be considered to be the reasonable cash value.

20. While it is the present policy of LESSOR to renew or extend from time to time leases of this type, so long as all conditions are met by LESSEE, it is understood that all reversionary rights to the real property allowed by law or otherwise shall be applicable whenever this lease is terminated by expiration or otherwise.

21. Any and all costs created by or associated with the occupancy or use of the land herein leased shall be borne by LESSEE.

22. This Agreement requires the approval of the Mississippi Board of State Institutions of Higher Learning and will only become effective upon such approval.

23. This Agreement terminates, replaces and voids any and all other lease agreements or lease contracts heretofore entered by the parties hereto pertaining to the land described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate.

[Insert Name of Housing Corporation]

By:_____

TITLE: _____
LESSEE

[Insert Name of Fraternity / Sorority]

By:_____

TITLE: _____
LESSEE

MISSISSIPPI STATE UNIVERSITY
OF AGRICULTURE AND APPLIED SCIENCES

By:_____

DON BUFFUM

DIRECTOR, PROCUREMENT AND CONTRACTS
MISSISSIPPI STATE UNIVERSITY
LESSOR

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he, as such officer, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof, I hereunto set my hand and official seal on this the _____ day of _____, 2013.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, who acknowledged himself/herself to be the _____ of _____, an unincorporated association, and that he/she, as such officer, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as such officer.

In witness whereof, I hereunto set my hand and official seal on this the _____ day of _____, 2013.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Don Buffum, who acknowledged himself to be Director of Procurement and Contracts of MISSISSIPPI STATE UNIVERSITY, an institution of higher learning in the State of Mississippi, that he, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing as such officer.

In witness whereof, I hereunto set my hand and official seal on this the _____ day of _____, 2013.

NOTARY PUBLIC

(SEAL)

My commission expires: _____