

**UNIVERSITY OF CONNECTICUT
DIVISION OF STUDENT LIFE AND ENROLLMENT
STUDENT ACTIVITIES**

HUSKY VILLAGE CONTRACT

The University of Connecticut (“University”) is committed to providing quality on-campus housing for members of recognized fraternities and sororities selected to reside in Husky Village. As space allows a house in Husky Village (“Facility”) will be made available to University students enrolled at the Storrs campus who are members of the same fully registered student organization that is a chapter of an inter/national fraternity or sorority (“Chapter”). The Alumni/ae Board or House Corporation authorized by the Chapter’s respective inter/national fraternal organization to support housing for the Chapter will partner with the University in providing a quality residential experience.

University-owned student housing contributes to the fulfillment of the University’s academic mission by providing a well-maintained, comfortable, accessible environment for students to live and to learn. University housing for fraternities and sororities is a privilege that must be respected and valued by all students residing in Husky Village, as well as all undergraduate and alumni/ae members associated with the Organization. Members are expected to uphold all terms of the *Husky Village Contract*, *The On-Campus Housing Contract*, *The Student Code*, and/or other University policies or procedures that define the responsibilities of residency. Each Organization must also commit to fulfilling all financial obligations necessary to maintain the self-supporting financial integrity of Husky Village as required by the bond package secured to construct Husky Village.

In order to provide an appropriate living environment for members of a Chapter selected to live in Husky Village the parties agree as follows:

**TERMS AND
CONDITIONS**

I. Definitions

- A. “*Academic Year*” means the time period containing the academic sessions held during consecutive Fall and Spring semesters as defined by the University Registrar’s Office.
- B. “*Contract*” means this Husky Village Contract.
- C. “*Common Areas*” refer to the bathrooms, hallways, and stairwells, but do not include the laundry room, common room, chapter office, or kitchen.
- D. “*On-Campus Housing Contract*” is the annual agreement between individual students and Residential Life, under the oversight of Student Life and Enrollment.
- E. “*Occupancy*” means the number of individual students residing in a housing unit.
- F. “*Organization*” refers to the Chapter and its respective Alumni/ae Board or House Corporation collectively.
- G. “*Resident Member Roster*” is the list of students who have agreed to reside in a housing unit. This is signed by each resident and submitted each semester.
- H. “CFSD” is the Center for Fraternity and Sorority Development, under the oversight of Student Activities.

II. Term and Termination

- A. This Contract will commence on June 1, 2024 (or upon signing date, whichever occurs first) through May 15, 2025, with the option to renew for up to three additional one-year terms, each option being at University's sole discretion. The optional one-year terms are as follows:
1. 1st Renewal Term: May 16, 2025 through May 15, 2026
 2. 2nd Renewal Term: May 16, 2026 through May 15, 2027
 3. 3rd Renewal Term: May 16, 2027 through May 15, 2028

In order to exercise a renewal option, the Organization must complete a Renewal Option Request Form (a copy of which is attached hereto as Exhibit A) and submit the form to the University by the 10th day of classes each Spring semester. Organizations choosing to renew may include a request to 'swap' between a 15-bed and 30-bed Facility in the written notification.

University will notify the Organization of its decision to approve or deny the renewal by the Friday before Spring Recess begins in March. Any Organization approved for renewal must submit a signed Annual Acknowledgement Form (Exhibit B) by 1st of April.

- B. The Contract and renewal requests will not be effective unless signed by all Organizational representatives or their designees.
- C. The occupancy period will follow the dates listed in the On-Campus Housing Contract.
- D. If the Organization fails to adhere to the responsibilities in this Contract, and/or the Chapter is found responsible for significant violations of *The Student Code*, the University reserves the right to remove an Organization from the Facility before the end of the Contract term.
1. Circumstances could arise whereby the University may exercise its right to remove an Organization from the Facility, but the individual student residents maintain their rights under their individual *On-Campus Housing Contract*.
 2. In such an event, the University will present each student resident with the option to either (a) be moved to another location in the sole discretion of the University; or (b) be released from their *On-Campus Housing Contract*. Students will, after being presented with the above options, have five (5) business days to select an option. If a student fails to make a selection within the allotted time period, the student will be released from their *On-Campus Housing Contract*.
- E. If an Organization vacates or is removed from a Facility, ceases to exist, or loses recognition, the University will settle the security deposit account. The balance, including any accrued interest, will be returned to the Organization after any vacancies or damages are assessed and paid for by the Organization.

III. Occupancy

- A. The Organization is required to maintain 100% occupancy of the Facility (15 residents for 15-bed facilities and 30 residents for 30-bed facilities) during the entire Academic Year. For purposes of this Contract, occupancy will be determined by Residential Life as of three days after the primary panhellenic recruitment period, or the 10th day of classes each semester, whichever is later.

1. Occupancy cannot exceed the stated maximums for each house type. Common Area spaces cannot be repurposed to be used as residential spaces.
- B. If occupancy of the Facility is below 100%, the Organization assumes financial responsibility for those vacancies. If a vacancy occurs after Occupancy is determined by Residential Life (as described in section III. A.), the Organization will not be financially responsible for the vacancy. Payments for fall and spring semester vacancies must be made no later than December 1 and May 1, respectively.
- C. Organizations that cannot meet the occupancy obligation may, at the discretion of CFSD/Residential Life, be subject to removal from Husky Village. This includes organizations that consistently have existing vacancies for two or more semesters.

IV. Obligations of the Individual

- A. All residents of Husky Village must submit an *On-Campus Housing Application* by the posted deadline and agree to the *On-Campus Housing Contract*.
- B. All residents must communicate with their Organization regarding their prospective and continued residency to ensure the Organization can meet its obligations for occupancy.
- C. Damages to individual student bedrooms are the responsibility of each individual student resident.
- D. Cleaning:
 1. Residents are responsible for the cleanliness of all areas of the Facility in accordance with proper health and safety standards.
 2. Residents are responsible for the cleanliness of the laundry room, common room, chapter office and kitchen, including placing full trash bags in the dumpster provided by the University.

V. Obligations of the Organization

- A. Maintenance Responsibility:
 1. Organization will be responsible for any damage to Facility Common Areas, the laundry room, common room, chapter office, and kitchen. Reasonable wear and tear is excepted.
 2. Organization will allow the University to inspect the Facility for damage during the winter recess to assess and repair damages. The entire Facility, including all Common Areas, bedrooms, the laundry room, common room, chapter office, and kitchen, will be inspected.
 3. Organization will allow the University to inspect the Facility in May to make a final damage assessment. The entire Facility, including all Common Areas, bedrooms, the laundry room, common room, chapter office, and kitchen, will be inspected.
- B. Security Deposit:
 1. Organizations must have a full security deposit intact upon the commencement of this Contract and within 5 business days of the start of each renewal period.
 2. A security deposit of \$5,000 for a 15-person Facility and \$10,000 for a 30-person Facility is required. Returning Organizations must replenish security deposits so that the Organization has a balance of \$5,000 for a 15-person Facility and \$10,000 for a 30-person by the first day of August each year. The deposit will be maintained in an interest-bearing, special account by Residential Life.
 3. The security deposit may be used to cover the cost of vacancies or damages.
 4. The security deposit balance in the special account cannot fall below \$2,000 for a 15-

person Facility, or \$4,000 for a 30-person Facility during the term of this Contract or any renewal period.

5. The Organization may request that any accumulated interest (over \$100) be returned to them annually after Move Out in May, if the account is above the minimum (\$5,000 or \$10,000) after the Organization has paid for any assessed vacancies or damages.

C. Physical Changes:

1. Physical changes to the structure of individual bedrooms are not permitted.
2. The Organization will not make any permanent physical changes to the Facility without the prior written consent of Residential Life and Facility Operations.
3. Any permanent physical changes made by an Organization to the Common Areas, laundry room, common room, chapter office, or kitchen of the Facility are considered property of the University.
4. Moveable appliances and furniture that are not permanently affixed to the Facility are not considered permanent physical changes.
5. All maintenance work performed in/to the building must be completed by University staff, and residents are expected to use the University work order system to make these requests.

D. Occupancy Management:

1. *Resident Member Roster* must be submitted to Residential Life by March 1 for the upcoming fall semester and by December 1 for the upcoming spring semester. When building the resident member roster, organizations should not rely on medical accommodations to meet occupancy. Rosters must be emailed to the designated Residential Life staff contact, in an Excel format including student name, student ID number and room number. Residential Life encourages organizations to build rosters each semester from students who are guaranteed housing/eligible for the upcoming housing selection processes before seeking out students who live off campus.
2. If a resident's membership is terminated (through resignation by the individual or expulsion by the Organization, or if Organization ceases to exist or loses recognition), the student must vacate Husky Village on the date determined, after consultation with Organization, by the University. Resident will be provided with a new location prior to the vacate date. The new location site will be determined at the sole discretion of the University and in accordance with the terms and conditions of the *On-Campus Housing Contract*.
3. The Organization may fill vacancies at any time during a semester by student members residing on or off campus, individuals must have met obligations of section IV. Residential Life encourages organizations to fill vacancies from students who are guaranteed housing/living on campus before seeking out students who live off campus.

E. House Managers:

1. House Managers will be selected by and report to the Organization.
2. House Managers must live in the Facility for the duration of their term.
3. House Managers will receive resources and support from the Organization and the University.
4. Major responsibilities include serving as the primary liaison with the Resident Assistant (S/RA) and University staff and maintaining full Occupancy. Additional responsibilities may be specified by the University and/or the Organization.

- F. Observation of Laws, Policies and Procedures:
 - 1. All parties agree to comply with Federal, State, and local laws.
 - 2. Additionally, all members of the Organization must comply with *The Student Code* and all other University policies.

VI. Obligations of the University

- A. Staffing:
 - 1. S/RAs will be appointed by Residential Life. S/RAs' fraternity/sorority membership will be verified by the CFSD. These individuals will report to the Hall Director and will fulfill the responsibilities outlined in the S/RA job description. If the hired S/RA is a member of a fraternity or sorority in the area, student will not perform in the S/RA role in the facility of their own organization.
- B. Maintenance Responsibility:
 - 1. Facilities Operations will be responsible for maintenance of reasonable wear and tear of the Facility.
 - 2. Damages to individual student bedrooms are the responsibility of each individual student resident.
 - 3. Damages beyond reasonable wear and tear to Common Areas, the laundry room, common room, chapter office or kitchen are the financial responsibility of the Organization unless the responsible party is identified and said party pays for the damage.
 - 4. Periodic Health and Safety inspections of the Facility will be conducted by Residential Life staff following the guidelines outlined in the *On-Campus Housing Contract*. Health and Safety inspections will include the entire Facility, including individual student bedrooms, Common Areas, the laundry room, common room, chapter office, and kitchen.
 - 5. Common Areas will be cleaned by Facilities Operations on a schedule consistent with other residential areas of campus, unless doing so would require moving students' personal belongings.
- C. Utilities. All standard utilities will be provided by the University as specified in the *On-Campus Housing Contract*.
- D. Annual Review. Every February, Residential Life will review the Organization's adherence to the responsibilities in this Contract. Residential Life will share the results of this review with the Organization and the CFSD. The results of these review processes and any organization's failure to meet the obligations of this contact may impact the annual re-affirmation and signing of this Contract.

VII. Other Conditions

- A. Entry to the Facility:
 - 1. Entry by University staff into individual bedrooms will follow the guidelines outlined in the *On-Campus Housing Contract*.
 - 2. While entrance to the Facility by S/RAs and other University staff will regularly occur, chapters may request that this entrance be limited during times when ritual is being practiced or conducted provided the official approval procedure is followed through both the CFSD and Residential Life.
- B. Signs. Only signs or advertisements approved by Residential Life will be affixed to or placed

- upon any part of the Facility.
- C. Events may be held in Husky Village by following the established procedures and upon approval by the Hall Director.
 - D. Personal items cannot be stored in the Facility during the summer months. Items belonging to the organization may remain in houses with permission from CFSD/Residential Life/Facilities. Personal items found in the Facility over the summer months will be discarded.

VIII. Capacity to Sign and Receive Notices:

- A. The Organization will notify the CFSD of the officers authorized to represent the Organization and will update the names and contact information of its officers annually and as changes occur.
- B. The Executive Director of Residential Life (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of Residential Life.
- C. The Director of Fraternity and Sorority Development (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of the CFSD.
- D. The Associate Vice President of Facility Operations (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of Facility Operations.
- E. Subsequent relevant policies, procedures, or documents may be issued as needed, and will become addendums to this Contract. Such addendums will be widely distributed to the Organization and will be discussed during the annual review processes with Residential Life, Facility Operations, and the CFSD.

IX. General Contracting Requirements

- A. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter contracts in the pursuit of its mission.
- B. Governing Law. This Contract will be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- C. Indemnification. The Organization will at all times protect, defend, indemnify and save harmless the University and its officers, agents, and employees on account of any and all claims, damages, losses, reasonable litigation costs, expenses, reasonable counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the members, invitees, officers, agents, and employees of the Organization or the University and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the Organization or the University), to the extent caused by the negligent acts or omissions, willful misconduct or gross negligence of the Organization or the members, employees, agents, clients, contractors or invitees of the Organization.
- D. Claims. The Organization agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Contract will be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Organization further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- E. Sovereign Immunity. Contractor acknowledges and agrees that nothing in the Contract, or the solicitation leading up to the Contract, will be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any

immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section in the Contract, this section will govern.

- F. Insurance. During the Term of this Agreement, the Organization will procure and maintain a comprehensive general liability insurance policy so as to “save harmless” the University, with coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, including The Organization will name the University as an additional insured. Upon renewal, the Organization will provide the University with an updated copy of the Certificate of Insurance.
- G. Executive Orders and Other Enactments.
1. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation, or code (collectively, “Enactments”) will mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract will always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the University’s authority to require compliance with the Enactments.
 2. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 3. This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
- H. Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

HUSKY VILLAGE CONTRACT SIGNATURE PAGE

Organization _____ **Facility:** _____

Chapter President

I have read the *Husky Village Contract* and received a copy. I understand the contents and am duly authorized to enter this contract and agree to ensure the members of our Chapter and guests are aware of, and will abide by, this Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Chapter Advisor

I have reviewed the *Husky Village Contract* with the officers of our Organization. I understand the contents and am duly authorized to enter this Contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Inter/National Staff Representative or House Corporation President

I have reviewed the *Husky Village Contract*. I understand the contents and am duly authorized to enter this Contract. To the best of my knowledge, the organization understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

University of Connecticut

I have reviewed the *Husky Village Contract* with my appropriate University colleagues. I understand the contents and am duly authorized to enter this contract. To the best of my knowledge, they understand their responsibilities as outlined in the Contract.

For the Department of Residential Life:

Signature: _____ Date: _____

Print Name: _____ Title: _____

For the Center for Fraternity and Sorority Development:

Signature: _____ Date: _____

Print Name: _____ Title: _____

For the Department of Facilities Operations:

Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT A
(Renewal Option Request Form)

Date:

Organization:

Re: Request for Renewal Option Approval

Dear University of Connecticut,

In accordance with the Husky Village Contract between the University of Connecticut (“University”) and _____ (collectively the “Organization”) dated _____, 20__ (the “Contract”), please be advised that the Organization hereby requests that the Contract be renewed for an additional one-year period. The Organization further requests that:

- the Organization maintain its current Facility.
- the Organization be allowed to swap its current Facility for:
 - 15 Bed Facility.
 - 30 Bed Facility.

If the foregoing is acceptable, please countersign a copy of this letter and email it to _____.

Please contact _____ with any questions or concerns that you may have.

Sincerely,

Chapter President

Chapter Advisor

Name:

Name:

Inter/National Staff Representative or House Corporation President

Name:

Title:

EXHIBIT B
(Annual Acknowledgement Form)

Date:

Organization:

Facility:

The University has approved your renewal request. This renewal will commence on _____ (or upon signing date, whichever occurs first) through _____, with the option to renew for up to _____ additional one-year terms, each option being at University's sole discretion. The optional one-year terms are listed in section II. A. of the Husky Village Contract.

This acknowledgement is to be signed annually by April 1st. The individuals below acknowledge the Organization has received a copy of the Husky Village Housing Contract. The Organization is responsible for understanding this agreement and educating its membership on the policies outlined within.

University Representative Signature:

University Representative Name:

Chapter President

I have read the *Husky Village Contract* and received a copy. I understand the contents and am duly authorized to enter this contract and agree to ensure the members of our Chapter and guests are aware of, and will abide by, this Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Chapter Advisor

I have reviewed the *Husky Village Contract* with the officers of our Organization. I understand the contents and am duly authorized to enter this Contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Inter/National Staff Representative or House Corporation President

I have reviewed the *Husky Village Contract*. I understand the contents and am duly authorized to enter this Contract. To the best of my knowledge, the organization understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____