**SUBSTANCE-FREE CHAPTER FACILITY:** Tenant represents and warrants to Landlord that Tenant accepts, acknowledges and agrees to be bound by the following terms and conditions concerning the use, distribution, consumption, manufacture, storage and/or possession (collectively, “Use and Consumption”) of all alcohol and Controlled Substances. For purposes of this Lease, the term “Controlled Substance” shall mean all illegal and illicit substances and drugs, marijuana or any other controlled substances without an appropriate prescription issued to the user by a licensed professional. For purposes of this Lease, the term “Tenant’s Guests” shall mean any invitee, guest, agent, or any other person permitted to enter the Fraternity House by Tenant.

A. **Controlled Substances**. At all times, the Use and Consumption of a Controlled Substance by Tenant in any manner in any area of the Fraternity House (including Tenant’s Room) is strictly prohibited. This includes, but is not limited to, the Use and Consumption of a prescription drug by Tenant for which Tenant does not have a prescription from a licensed physician written in his individual name. Tenant is responsible to ensure that all of Tenant’s Guests comply with terms of this Section \_\_\_ and failure of Tenant’s Guest to comply with this paragraph shall constitute a default of this Lease by Tenant.

B. **Alcohol**. If Tenant is under the age of 21 then the Use and Consumption of alcohol in any manner in any area of the Fraternity House (including Tenant’s Room) is strictly prohibited. In addition, regardless of whether Tenant is under or over the age of 21, the Use and Consumption of alcohol in any common area of the Fraternity House is strictly prohibited. This includes all interior and exterior areas of the Fraternity House that is not a Room (including, without limitation, chapter rooms, parlors, social halls, kitchens, libraries, alumni rooms, dens, social media rooms, exterior yards, porches, roofs, and parking lots). The consumption of alcohol by Tenant is only permissible if Tenant is over the age of 21 and the consumption of alcohol is contained to within the confines of Tenant’s Room or the Room of another tenant who is over the age of 21. Under no circumstances shall Tenant consume alcohol in a manner that is inconsistent with moderate alcohol consumption or otherwise in violation of applicable laws. Tenant is responsible to ensure that none of Tenant’s Guest consume alcohol in any common areas of the Fraternity House and that Tenant’s Guests that consume alcohol in Tenant’s Room are over the age of 21 and otherwise comply with the terms of this Section \_\_\_. Failure of any Tenant’s Guests to comply with terms of this Section \_\_\_ shall constitute a default of this Lease by Tenant.

C. **The Fraternity’s Substance-Free Policies**. Tenant must abide by the terms of the Risk Management Policy of Beta Theta Pi. The Use and Consumption of all alcohol and Controlled Substances in the Fraternity House shall be in strict accordance with all applicable law, the terms of this Section \_\_\_ of this Lease and the Substance-Free Policies. The execution of this Lease by Tenant constitutes Tenant’s agreement to be bound by the terms and conditions of the Substance-Free Policies. Landlord’s remedies against Tenant for violating this Section \_\_\_ shall be in addition to any disciplinary action that Beta Theta Pi Fraternity may impose against Tenant as member of the Beta Theta Pi Fraternity.

D. **Landlord’s Right to Terminate.** In the event that Tenant violates the conditions set forth in this Section \_\_\_ of the Lease, then, in addition to all other remedies provided to Landlord under this Lease and/or by law or equity, Landlord shall have the immediate right to terminate this Lease by giving Tenant written notice of such termination (“Termination Notice”) in which case Tenant shall surrender its Room within five (5) days of receiving such Termination Notice and forfeit the Security Deposit (notwithstanding any provision of Section \_\_\_ and any rents that have already been paid or pre-paid as of the date of the Termination Notice. In the event the residential landlord/tenant laws of the state in which the Fraternity House is located requires a longer notice period prior to termination then Tenant shall be provided the shortest amount of notice allowed under the law prior to being required to surrender the Room. For the sake of clarity, if Landlord terminates the Lease in accordance with the terms of this Section \_\_\_, Tenant shall have no right to reimbursement of the Security Deposit, or any part thereof, or to any rent (whether in advance or in arrears) paid as of the date of the Termination Notice. Any rent that is due and owing, but not yet paid, as of the date of the Termination Notice shall be due and payable within ten (10) days of the date of such Termination Notice.