



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111

fax 225/578-5524

August 25, 1994

Memorandum to: All Chancellors

Subject: Construction, Modification, Maintenance, Care, and Operation of Sorority and Fraternity Houses Located on University Property – PM-68

This Presidential Memorandum shall govern the construction, modification, maintenance, care, and operation and related activities and facility management concerns for facilities and premises operated by Greek sororities and fraternities on the property of the Board of Supervisors of LSU.

Authorizing Provision:

La. R.S. 17:3361, et seq

Background:

Over the years the University has leased land to nationally affiliated fraternity and sorority house corporations for the construction by the house corporations of facilities for the use of the chapter. More recently, the University has leased already constructed facilities owned by the University to fraternities and sororities for their use. The construction, renovation, maintenance, and operation of such facilities are governed by numerous technical, complex and overlapping local, state and federal laws, ordinances, regulations, and policies, including University policies. It is the goal of this Presidential Memorandum to insure that the Greek organizations operate such facilities safely and legally within the regulatory framework established both by the University and by outside agencies. This Presidential Memorandum has been developed by professional staff, including representatives of the System Office, Facility Services, Business Affairs, Campus Safety, Student Services, and University counsel.

Facilities:

All land leased by the University to an Organization (as defined herein) and permanent or temporary buildings, structures, sidewalks, parking lots, signs, fences, and landscaping situated thereon.

Organization:

The local chapter of the sorority or fraternity occupying the house and the house corporation or other legal entity which has a lease agreement with the University for the land and owns the improvements on that land or is leasing the improvements from the University.



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111
fax 225/578-5524

University:

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

General Policy:

- A. Campus Committee shall be created composed of the Vice Chancellor for Business Affairs, the Office of Greek Affairs under the authority of the Vice Chancellor for Student Services, and the Director of Facility Services to implement the provisions of this Presidential Memorandum. In discharging these assigned responsibilities, the following applies:
1. All Organizations, whether currently leasing from the University or entering into leases in the future with the University, must comply with the provisions of this Presidential Memorandum.
 2. The legal entity owning or leasing the Facility must identify at all times a specific person to represent the Organization on matters related to the lease and this Presidential Memorandum. That legal entity shall maintain with the University a current copy of its organizational structure, officers, and membership.
 3. Each Organization is required to employ a house director to live in the house on a full-time basis during the regular academic year. An approved house director will be required for the summer if the Facility is open. The house director must be 25 years of age or older or a full-time graduate student. Graduate student house directors must be approved by the Office of Greek Affairs. The Organization shall provide the University with information regarding the house director on a form provided by the University one week prior to the employment period.
 4. The Organizations shall receive, and be billed for utilities and maintenance services provided by the University. If the Organization is more than thirty days past the due date in payment of such bills, it will be considered delinquent and in violation of the lease agreement and this Presidential Memorandum. A deposit of \$500 shall be required as a condition for utility service.
 5. The Facilities may be used only for the housing, dining and personal living needs of LSU student members and pledges/associate members of the Organization and its house director, and for the conduct of appropriate social and organizational activities of the Organization approved by the University. Facilities shall not be used for any purpose or activity determined to be unlawful under the provisions of any federal, state, or local statute, ordinance or regulation, or in violation of any policy or regulation of the University. The Facility shall not be used at any time for the purpose of carrying on any unapproved business, profession, or trade of any kind whatsoever.

Louisiana State University & Agricultural and Mechanical College

*LSU at Alexandria • LSU at Eunice • University of New Orleans • LSU in Shreveport • Hebert Law Center • LSU Agricultural Center
Pennington Biomedical Research Center • LSU Health Sciences Center – New Orleans • LSU Health Sciences Center – Shreveport • LSU Health Care Services Division*



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111
fax 225/578-5524

6. Controlled substances as defined by any federal, state, or local statute, or rule, regulation, or ordinance shall not be sold, possessed or utilized in the Facility. In addition, the sale, purchase, possession and use and/or consumption of any alcoholic beverage in or upon the Facility must be in compliance with all applicable federal, state, or local statutes, or rules, regulations, ordinances, and any other rules or regulations adopted by the University.

7. The Organization shall procure and keep in full force and effect public liability and property damage insurance sufficient to protect the Organization and University from any and all claims for personal injury, including death and property damage claims which may arise from any activity or operation related to the Facility, in amounts acceptable to the University. The foregoing insurance policy shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana and acceptable to University; shall contain the Broad Form Contractual Liability Coverage; shall contain a waiver of right of subrogation against University, University's employees, agents or invitees, shall name University as an additional insured; shall provide that with respect to the interest of University and such policy, the insurance shall not be invalidated by any action or inaction of the Organization and shall be effective regardless of any breach or violation of the Organization of any warranties, declarations or conditions contained in such policies; that the insurers waive any right to any set-off, counterclaim or deduction, whether by attachment or otherwise, with respect to any liability of University and that University shall be given at least thirty (30) days written notice prior to any modification or termination of the insurance.

Furthermore, the Organization shall carry property damage insurance on any improvements located on the Leased Property in the greater of either the appraised value of the improvements or the replacement cost of the improvements. Proof of such insurance shall be provided to University by September 1st of each year.



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111
fax 225/578-5524

8. The Organizations shall maintain all Facilities in good repair, and in a safe, serviceable, clean and sanitary condition acceptable to the University. The Organization shall keep all walks, parking areas, and lawns free from dirt, debris, and trash at all times and maintain lawns, landscaping, and housing exterior in a condition and appearance acceptable to the University. The Organization shall provide proof of inspection and a copy of the inspection report from the state health department for the kitchen and dining areas prior to occupancy of the Facility for the Fall semester each year. The Organization shall provide proof of inspection by the state fire marshal for the entire Facility by September 30 of each year. Fire and life-safety codes and health and food service sanitation regulations must be observed at all times. The Organization shall maintain a contract for annual and periodic preventative maintenance of the heating, ventilation, and air conditioning systems, and shall provide a copy of said contract to the University by March 1st of each year.
9. The clean-up of the internal and external portions of the Facility shall be completed no later than 8 hours after the conclusion of the function. Clean-up for major events such as Homecoming or South Seas must be completed within 24 hours of the event's conclusion. Upholstered furniture may be used outside only during registered functions.
10. Any modifications, improvements, alterations, or repairs of the current improvements located on the Facility must be submitted through the Office of Greek Affairs to the System Vice-President for Institutional Services for approval.
11. The University expects the Organization to conduct its business functions, including the collection of fees, the payment of bills, and proper maintenance of personnel and tax records, in a responsible and business-like manner. Failure to pay accounts payable in a timely manner will be considered a violation of the lease and this Presidential Memorandum. Where feasible and mutually acceptable, Organizations may contract with the University for the collection of certain fees from individual members.
12. Employees of the University are entitled to inspect the Facilities at any and all reasonable times without prior notice.
13. Penalties for violation of any part of this Presidential Memorandum or provision in the lease may include a formal warning, restriction or denial of social activities, monetary penalties, community service, suspension of the Organization, or cancellation of the lease.
14. The Organization shall provide the University by the Friday before the first day of class each semester a list of the individuals with whom it has housing and dining contracts and a roster of current members and pledges/associate members. Lists and rosters shall be updated during the course of the semester as changes occur.

Louisiana State University & Agricultural and Mechanical College

*LSU at Alexandria • LSU at Eunice • University of New Orleans • LSU in Shreveport • Hebert Law Center • LSU Agricultural Center
Pennington Biomedical Research Center • LSU Health Sciences Center – New Orleans • LSU Health Sciences Center – Shreveport • LSU Health Care Services Division*



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111
fax 225/578-5524

15. Each Organization shall abide by all applicable federal, state, or local statutes, rules, regulations or ordinances, and by any other rules or regulations adopted by the University.

Allen A. Copping
President