



# Chapter Facility Management Manual

# Table of Contents

<b>Introduction</b> .....	5
<b>Acknowledgements</b> .....	5
<b>Roles and Responsibilities</b> .....	6
Successful Management of a Chapter Facility .....	7
Role of Property/House Manager .....	7
Role of the House Corporation .....	8
Establishing a House Corporation.....	8
Suggested Summary of Annual Procedures for all House Corporations .....	9
House Corporation Articles of Incorporation and Bylaws .....	9
Tax Forms.....	9
House Corporation Checklist—to be revisited annually.....	10
<b>Fraternity Interest and Programming Group Focus on Housing Risk Management</b> .....	11
FIPG Policy on Fire, Health and Safety .....	12
Fire Safety Suggestions .....	12
Chapter Facility Maintenance Suggestions.....	13
Chapter Facility Security .....	14
How to Survive a Fraternity Chapter Facility Fire .....	16
<b>WPI Expectations</b> .....	17
Expectations for Fraternity and Sorority Chapter Functions .....	18
WPI's Greek Relationship Statement .....	20
<b>Chapter Facility Management</b> .....	21
Best Practices .....	21
Leases.....	22
Room Selection .....	22
Room Inspections.....	22
Security Deposit .....	22
Chapter Facility Rules.....	22
Opening and Closing the Chapter Facility.....	23
Occupant Information Form .....	23
Keys.....	23
Repairs and Renovations .....	23
Regular Maintenance.....	24
Scheduled Long Term Maintenance .....	24
Tips for a Successful Strategic Plan.....	24
How to Develop a Strategic Plan.....	25
Developing a Budget.....	25
How to Set Rent .....	26
Working with Contractors.....	26
Waste Disposal.....	27
Screens and Storm Windows .....	27
Lawn and Grounds .....	27
Electricity .....	27
Exterminator .....	27
Lighting.....	28

Walls, Ceilings, Floors, and Windows .....	28
External Façade .....	28
Sanitation .....	28
Bedrooms .....	28
Bathroom Fans .....	28
Heating .....	28
Hot Water .....	28
Doors and Locks .....	29
Lofts.....	29
Network .....	29
Grease Traps .....	29
Clean-up of Bodily Fluids.....	29
Pre Opening Procedures Checklist.....	30
Repair Request/Work Order .....	31
Resident Information Form.....	32
Chapter Facility Key List .....	33
Sample Room Condition Form .....	34
Sample Lease Agreement .....	35
Sample Lease with Parental Guarantee.....	41
Preparing Your Chapter Facility for Summer Break.....	45
Summer Contact Information .....	47
Winter Break Checklist.....	48
<b>Licensing and Inspections .....</b>	<b>49</b>
Licensing.....	50
License Holders .....	50
Dormitory License Renewal .....	50
Inspections.....	50
Inspection Timing.....	50
Life Safety Devices .....	51
Egress Inspection .....	51
Evacuation Plan.....	51
Fire Drills .....	51
Carbon Monoxide Detectors.....	51
Fire Escapes.....	51
Fire Alarm Inspection.....	52
Sprinkler System Inspection.....	52
Fire Extinguishers.....	52
Hood and Vent System in the Kitchen .....	52
Ansul Fire Suppression System .....	53
Smoke Detectors.....	53
Doors.....	53
Stairways.....	53
Exit Signs .....	54
Boiler Room .....	54
Flammable Liquids .....	54
Fireworks.....	54
Common Reasons Chapters Fail Inspection.....	54
Chapter Facility Self-Inspection Guide.....	55
Facility Maintenance Planning Calendar.....	59

<b>Sustainability</b> .....	60
Support and Assistance.....	62
Suggested Resources .....	64
<b>Insurance Basics</b> .....	65
Fraternity Chapter Facility Insurance Basics.....	66
Renter's Insurance .....	67
<b>Crisis Management</b> .....	69
Crisis Management Plan .....	70
Chapter Discussion Worksheet: Our Chapter's Responses.....	74
Eight Steps to Discuss for Crisis Management Planning.....	75
Emergency Phone Numbers to Post in the Chapter Facility .....	76
<b>Code of Massachusetts Regulations</b> .....	77

## **Introduction**

This manual is intended to offer resources and support to WPI chapters managing their chapter facilities. It is not intended to be all inclusive and in no way should be viewed as a legal manual, but merely a supplement to the existing chapter facility manuals offered by the various inter/national organizations recognized at WPI.

Maintaining an overall safe living environment involves several components including understanding and compliance with state and city statutes and codes concerning building, health and safety concerns, addressing identified deficiencies associated with these codes and guidelines, and communicating about life safety issues, concerns, and processes. This manual helps to offer suggestions and make recommendations for best practices in facility management.

## **Acknowledgements**

The following resources were used as a reference in creating this guide:

Alpha Gamma Delta. (2007). *House Association Manual*. Indianapolis, IN.

Sigma Alpha Epsilon. (2002). *House Corporation Manual*. Evanston, IL

Fraternity Interest and Programming Group. (2007). *Risk Management Manual*. Indianapolis, IN.

Massachusetts Institute of Technology. (2006). *MIT Fraternity, Sorority, and Independent Living Group Manual*. Cambridge, MA.

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# Roles and Responsibilities

## **Successful Management of a Chapter Facility**

Whatever your specific duties include, communication and decision making are keys to the successful management of a chapter facility. Some guidelines for chapter facility management success are:

- Be action oriented
- Understand your role and continue to gain knowledge about chapter facility management
- Be familiar with life-safety expectations/standards, basic building codes, and licensing procedures
- Communicate with alumni and past Property/House Managers
- Talk to residents regularly and communicate chapter facility processes
- Organize, organize, organize
- Keep forms for record keeping
- Watch costs - use the budget as a control
- Set goals and priorities and work towards accomplishing them
- Maintain a sense of humor and a positive attitude
- Lead by example
- Utilize your resources such as the inter/national organization and WPI Greek Life Programs

Always be sure to communicate applicable rules and regulations in a consistent and timely manner to residents. Keeping channels of communication open between residents, chapter facility officers, alumni, inter/national headquarters staff (if applicable), and WPI administrators make enforcement of rules and regulations a simple task.

## **Role of Property/House Manager**

The Property/House Manager is responsible for the general upkeep of the fraternity/sorority chapter facility. While specific duties may vary depending on the group, some basic responsibilities may include:

- Maintaining positive relationships with the house corporation
- Managing the chapter housekeeping operation
- Handling repairs/maintenance on the chapter facility, furnishings, and equipment in cooperation with the house corporation
- Purchasing cleaning/maintenance supplies
- Enforcing safety standards
- Coordinating fire drills and educating about life safety
- Arranging member/resident work details such as cooking/kitchen duty or chapter facility clean-ups
- Coordinating clean up days
- Scheduling work with outside contractors
- Recommending improvements needed to the house corporation
- Coordinating the annual/semi-annual inspections for egress, fire, and sprinkler systems in cooperation with the house corporation
- Coordinating the annual lodging license renewal process in cooperation with the house corporation
- Ordering food or working with the cook to do so
- Overseeing the room selection/lottery process
- Managing the summer boarder process
- Communicating and enforcing chapter facility, WPI, IFC, Panhellenic Council, city, state, and federal rules and regulations

## **Role of the House Corporation**

In most chapters, one role of alumnae/alumni is to form a not-for-profit corporation within the state in which the chapter is located. This corporation serves as the landlord when it owns the chapter facility or the leaseholder if it rents. In either case the primary responsibility for operating and overseeing maintenance of the chapter facility rests with this group.

Chapter facility officers serve as the agent for the corporation. In doing so, chapter officers manage the chapter facility on a daily basis, making sure policies and procedures adopted by the corporation are implemented and adhered to by the chapter facility residents. While chapter officers and members should regularly have input regarding chapter facility policies and procedures, the corporation must have the final voice since it bears the major burden of responsibility.

The House Corporation:

- Acts as owner for the property, if possible, and manages the physical plant.
- Meets all requirements set by the inter/national organization to operate.
- Meets requirements set by the university or college to operate.
- Collects and disburses house corporation funds in a timely manner.
- Determines and carries out capital improvements on the timetables planned and promised.

A house corporation is a complex organization. To be successful on a long-term basis, four major objectives must be kept in mind:

1. To provide an environment conducive to operating a chapter, in harmony with the objectives of the inter/national fraternity and the standards for developing and enhancing the undergraduate experience, in preparation for good citizenship.
2. To establish a sound business operating criteria for present and future needs.
3. To develop methods for maintaining membership in both the chapter and the house corporation to ensure growth, continuity and perpetuation.
4. May provide a board of advisors to assist the Chapter Advisor in all areas of chapter management if the chapter does not have a separate alumni advisory board.

## **Establishing a House Corporation**

Enlist local alumni willing to serve. Membership does not have to be limited to local alumni only, but should include those who can easily attend meetings. It is customary that members are alumni of the organization, but this is not mandatory. The active chapter should have active representation as well. As much as possible, meetings should be held at the chapter facility or a meeting place where many active members can be involved. Many of the problems that house corporations encounter happen when the trustees meet a distance from the chapter.

The two most urgent legal documents to be drawn are:

- a) Articles of Incorporation, to be filed with the Secretary of the State, and,
- 2) House corporation Bylaws.

The first item will establish your legal status as a non-profit corporation under state law. The second provides for your internal organization and mode of operation.

The membership of the Board can include a president, treasurer, and secretary. The chapter advisor may also serve on the Board. It is recommended that one of the members be a lawyer if possible. If this is not possible, you will need a lawyer to incorporate as a Not-for-Profit Organization.

## **Suggested Summary of Annual Procedures for all House Corporations**

The following is a summary of annual procedures for all house corporations.

**Annual Agreement:** Every house corporation should have a written agreement between the chapter and the house corporation describing the financial and other responsibilities of both parties. If circumstances warrant, an annual agreement may be amended with the approval of the collegiate chapter and the house corporation board.

**IRS Reporting:** Inquire at the local, state, and federal tax department to determine what requirements must be met each year.

**Budget:** Prepare and present the budget for the coming fiscal year to the collegiate chapter in the spring. Note the amount of income needed from the chapter to cover all known expenses of the house corporation: debt retirement, rent to landlord, insurance, taxes, general maintenance, accounting, miscellaneous office expenses. Invite the chapter to develop a “wish list” of ideas for the house corporation to consider. Meet with the collegiate chapter in the fall to report expenditures made during the summer.

**New Member Meeting:** A house corporation representative may meet with the new members to discuss the operations of the house corporation.

**House Corporation Board Meetings:** Plan at least three meetings annually,

### **Having a Positive Relationship between the Collegiate Chapter and House Corporation**

The alumnae/alumni board should meet at least annually (or whenever chapter officer elections occur) with the chapter executive board to clearly outline the expectations of the corporation as landlord, or leaseholder. Incorporate these expectations into a written contract between the corporation and chapter. Rent payment schedules, along with statements that the chapter shall adhere to the inter/national risk management policy and procedures adopted by the corporation should be included. Basic fire safety and maintenance suggestions should be included in the referenced risk management guidelines, which are not limited to just these items. For example, guidelines on alcohol policies, bans on open parties and standards of acceptable member behavior should be included in a well-developed risk management policy.

## **House Corporation Articles of Incorporation and Bylaws**

House corporation leaders should have a copy of the Articles of Incorporation and Bylaws. Articles of Incorporation should also be current with the Commonwealth of Massachusetts. Check with your inter/national organization who likely has a model Articles of Incorporation and Bylaws template for your organization.

## **Tax Forms**

Most house corporations are eligible to file for the “not-for-profit” status as a section 501(c)(7) organization with the IRS. Upon filing the Articles with the State and holding the organizational meeting at which the Articles are ratified, Directors are acknowledged; the bylaws are adopted, etc, you should proceed with completing and filing the appropriate IRS forms. The forms you complete annually for federal, state, and local taxes will vary depending upon whether the chapter has employees and a meal plan. Consider consulting a Certified Public Accountant for advice.

Each organization in the Commonwealth of Massachusetts is required to file an Annual Report with the Secretary of State. The information on your corporation and filing information can be found at <http://www.sec.state.ma.us/>. The filing date for non-profit corporations is November 1 of each year with a nominal fee. You can search for old reports on the same website.

### **House Corporation Checklist—to be revisited annually**

- If incorporated, do you have a current certified copy of your Articles of Incorporation (*state charter*) from the Secretary of State?
- Do you have all amendments to the charter, if any? Are the articles in compliance with current law and does it contain available "safeguard" provisions (e.g., director immunity for not for profit corporations).
- Is your house corporation in "good standing" with the Secretary of State? (*i.e., have you filed annual returns each year and paid the annual fee?*)
- Is a designated "registered agent" for legal service of process (*lawsuits*) and a "principal business address" of such agent on file with the Secretary of State's Office?
- Do you have a copy of current bylaws and all amendments?
- Do you have a copy of prior minutes of the Board of Directors meetings and annual meetings of the members?
- Is the corporation meeting any other filing obligations (i.e., quarterly wage withholding reports)?
- Is the corporation qualified as a 501(c) organization?
- Has the corporation filed IRS Form 990 for each preceding year?
- Does the house corporation have a current lease with the undergraduate chapter?
- Do you have a copy of all insurance which is in place? Who are the named "insureds"? Are the officers, directors, alumni, and chapter advisor listed?
- Who has copies of bookkeeping, financial and banking reports?
- Is an annual report made to the house corporation? Have you filed annual reports with the inter/national organization?
- Are the annual report, income, and expenses reviewed annually by someone in addition to the Treasurer?
- Is there a capital reserve for emergencies or capital replacement?



**Fraternity Interest  
and Programming  
Group Focus on  
Housing Risk  
Management**

The Risk Management Policy of the Fraternal Interest and Programming Group applies to all member men's and women's fraternity entities and all levels of fraternity membership. The policy specifically addresses the issue of housing as follows:

### **FIPG Policy on Fire, Health and Safety**

- All chapter facilities shall, prior to, during, and following occupancy, meet all local fire and health codes and standards.
- All chapters must have posted by common phones, emergency numbers for fire, police, and ambulance, and must have evacuation routes from chapter facilities posted in the common areas and on the back of the door of each sleeping room.
- All chapters shall comply with engineering recommendations as reported by the insurance company.
- The possession and/or use of firearms or explosive devices of any kind within the confines and premises of the chapter facility is expressly forbidden.
- Candles should not be used in chapter facilities or individual rooms except under controlled circumstances such as initiation.

### **A Safe Chapter Facility is the Goal**

The responsibility of maintaining a safe and positive learning environment for chapter members is a concern. Our goal in the area of chapter housing must be to make sure that all who live in our chapter facilities are protected to the best of our ability.

The responsibility of meeting housing goals rests with chapter members working in close cooperation with local property-holding alumnae/alumni corporations. The policies and standards that we establish to meet this goal become a risk management program.

### **Areas of Concern**

Two major areas of concern have been shown to cause liability and property loss problems for fraternities are fire safety and chapter facility maintenance. In both areas, a responsible risk management program can lessen the probability of causing damage to the chapter facility.

How we manage risks will determine our ability to obtain liability and property insurance. Insurance provides a basic tool we use to limit or control exposure to loss. It does not take the place of anything else, nor does it excuse anyone for exhibiting a lack of common sense. Insurance is only designed to control the losses of the corporation, chapter officers and members in the event of a genuine accident.

### **Fire Safety Suggestions**

Managing our risk requires all alumnae/alumni and chapter members to set high standards for the safety of our chapter facilities. In no area of chapter facility operations is this more important than in the area of fire safety. An analysis of 260 fraternity and sorority chapter facility fires conducted by the National Fire Association determined the leading causes of these fires to be as follows:

24.9%	Careless smoking and match disposal
22.7%	Electrical system misuse and overfusing
19.6%	Defective heating devices and chimneys
9.6%	Arson or other suspiciously caused fires
6.2%	Spontaneous ignition
5.8%	Kitchen and cooking hazards

4.2%	Miscellaneous
0.8%	Lightning
0.8%	Ignition from building next door

This list clearly demonstrates that the great majority of chapter facility fires are preventable. The number of fires (260) shows it can happen to you.

**To ensure safe practices to prevent fire:**

**1. Establish a "no smoking" policy.** Ban smoking in bed and establish other non-smoking areas. Provide plenty of ashtrays in designated smoking areas.

**2. Do not overload circuits.** Prohibit the use of extension cords or multi-outlet devices. Use power strips, preferably with surge protectors in their place when necessary. Do not permit members to install their own custom wiring.

**3. Install alarm systems.** Consult with local fire officials to determine the number and preferred location of smoke and heat detectors in sleeping rooms and common areas. All smoke and heat detectors should be hard wired instead of battery operated. Also consider installing an alarm system wired to a central location.

**4. Provide and maintain fire extinguishers.** Extinguishers should be well marked and readily available throughout the chapter facility. Establish penalties for tampering with a fire extinguisher. Make sure extinguishers are checked and serviced regularly.

**5. Hold regular fire drills.** Plan, design and post your emergency evacuation plan inside each bedroom door. Quarterly fire drills are recommended, with evacuation leaders and a post-evacuation roll call procedure established. Have emergency telephone numbers posted at near chapter facility phones.

**6. Keep the chapter facility clean.** Avoid keeping flammable materials in the chapter facility. Extra clutter, such as paper, boxes and clothing, provide fuel for a fire. Trash removal is especially important.

**7. Comply with fire codes and regulations.** Local fire department officials and insurance investigators will be willing to provide regular inspections and answer your questions, usually without cost.

**8. Install and maintain the sprinkler system.** While this can be a great expense, it will save lives in the event of a fire.

**9. Do not allow the use of candles in the chapter facility or in individual rooms except under controlled circumstances, i.e., initiation.** The number of fires caused by candles in residence hall rooms and chapter facilities has steadily increased. Cases involve burning candles igniting curtains or other flammable materials and candles being allowed to burn while the occupant(s) of the room are elsewhere.

**Chapter Facility Maintenance Suggestions**

Each house corporation should strive to ensure the facility is adequately maintained, attractively decorated and properly furnished at all times. The chapter facility is a source of pride for collegiate and alumni/ae members. Although a chapter is more complex than the facility used for housing and/or meetings, prospective members tend to equate the appearance and comfort of the facility with the fraternity and judge accordingly. Careful financial and physical planning by the house corporation is

essential to the quality of the chapter's life and membership. In addition, the appearance of the chapter facility sets the tone for how the members treat the facility throughout the year. If the property is clean and well maintained, chances are the members treat the facility better than one that appears in disrepair upon move in. Also, if the members returned to school to focus on recruitment, a poorly maintained facility is a distraction to them during a time when they are focusing on recruitment activities.

A successful risk management program requires a cooperative effort of both alumnae/alumni and chapter members to lessen the likelihood of accidents and hazards that potentially exist in the chapter facility. Listed below are some basic suggestions that any chapter and corporation can follow to develop their own local chapter facility maintenance risk management policy:

- 1. Schedule regular inspections.** Thoroughly inspect the chapter facility every three months, with the chapter president, Property/House Manager and a specified alumnae/alumni corporation board member doing the inspection together and completing a written checklist.
- 2. Pay attention to traffic areas.** Particular maintenance attention should be directed toward doorways, railings, stairways, carpet, floors and windows. Outside, regular inspection of fire escapes should be scheduled to check their operation and to ensure they are clear of obstacles.
- 3. Develop a written maintenance program.** Have a written schedule to replace or change furnace filters, light bulbs, exit lights, etc. when needed.
- 4. Keep halls and stairways cleared.** All halls, stairways and exits should be kept clear and well lit at all times.
- 5. Service heating and air conditioning equipment.** Schedule annual service and inspection of these and other major mechanical systems.
- 6. Service kitchen equipment.** Schedule regular cleaning, service, and inspections of all kitchen equipment, paying particular attention to stoves, deep fryers, exhaust hood filters and fire extinguishing systems.
- 7. Restrict access to dangerous areas.** As appropriate, limit or prohibit access to certain areas of the chapter facility such as roofs, furnace rooms, fuse boxes, etc.

## **Chapter Facility Security**

Chapter leaders must become more aware of the need to limit access to the chapter facility. Unfortunately, cases of arson and vandalism are not unknown to fraternities. Some chapter facility security suggestions are listed below.

- 1. A locked chapter facility is a safer chapter facility.** The minor inconvenience of maintaining a locked chapter facility is justified by the safety benefits to the members and physical structure. Give all members a key.
- 2. Install deadbolts on all doors and lock windows.** Consider installing a timer that automatically sets deadbolts from Midnight to 7:00 a.m. Lock all ground access windows during the same hours.
- 3. Let people knock.** No one enters your family home without knocking. Keep it that way at your chapter facility. The only exception should be during social events with door monitors greeting guests.

- 4. Designate "key alumnae/alumni".** Give keys to alumnae/alumni, such as your advisor and corporation officers, who require access to the chapter facility.
- 5. Have "key alumnae/alumni" check the chapter facility during breaks.** Whenever the chapter facility closes for holidays, term breaks, etc., establish a schedule of "Key Alumnae/Alumni" who will regularly check chapter facility security and make sure all mechanical systems function.
- 6. Install outdoor lighting.** Floodlights in front and security lights in back are the best way to deter chapter facility vandalism and arson.
- 7. Greet unescorted strangers.** Do not let strangers roam the chapter facility. Confront them, student or not, and ask if you can help them.

## How to Survive a Fraternity Chapter Facility Fire

- If a fire begins in your room, yell "Fire!" and then try to put it out only if you are sure you can handle it. If you have any doubt, get out of your room and close the door behind you to keep smoke and flames out of the corridor.
- Sound the alarm and arouse other members.
- If the fire starts in another part of the building, you probably will be aroused by an alarm, yelling in the corridor, or the sound of fire engines outside. Here is what to do in easy steps.
  - Make for the door. If there is smoke in the room, roll out of your bed, with your pillow over your mouth and crawl to the door. Do not stand - smoke and deadly gases rise. You can die from smoke inhalation.
  - Feel the door with the palm of your hand. If the door or knob is hot, do not open it. If the door is not hot, open it slowly and be ready to slam it shut if necessary.
  - Check the hall. If everything is clear, walk to the nearest exit. If there is any smoke in the corridor, crawl into the hallway. Close the door behind you to protect your belongings. Stay close to the wall so you can count the doorways to the exit. If the nearest exit or stairway is blocked, use an alternate one.
  - Walk down to the ground level. Fires generate heat, smoke, and panic, so hold onto the handrail for guidance and protection against being knocked down by exiting occupants. If fire or smoke is dense at lower levels, walk back up to clearer air or to the roof if it is accessible.
- If you cannot get out of your room because the room door is hot or smoke is dense in the hall, do not panic. You can stay in your room and still survive a fire. Here are some things to do.
  - Open a window to vent the room if there is any smoke. If you are on the first or second floor, you may be able to drop to the ground safely. If you are up any higher than the second floor, you usually are better off staying put. Although some people survive jumps from 35 feet or more, they are usually seriously injured.
  - Let someone know you are in the room. If the phone works, call for help. Hang a bed sheet out the window to signal fire fighters, but do not try to climb down.
  - Fill the sink with water. It might be needed for fire fighting. Turn on the bathroom fan if it helps to clear your room of smoke.
  - Wet towels and sheets. You will need them to put around doors and cracks if smoke seeps in.
  - Get fresh air. Make a tent over your head with a blanket at a slightly opened window to get fresh air. If the windows do not open, break out one with a chair or drawer. If heat and flames are rising outside from a lower floor, do not breathe smoke-laden air.
  - As a last resort. If your room becomes untenable, you may be forced to make for the best exit, but remember to keep low.
- Remember that few people are burned to death in fires. Most people who die do so from smoke, poisonous gases, and panic. Panic is usually the result of not knowing what to do. If you have an escape plan and adapt it to the emergency, you can greatly increase your chances of survival.



# WPI Expectations

## **Expectations for Fraternity and Sorority Chapter Functions**

1. All Laws of the Commonwealth of Massachusetts, including those pertaining to health, safety and the possession and consumption of alcohol must be strictly adhered to at all functions, which includes any activity while on chapter premises or during a chapter event, in any situation sponsored or endorsed by the chapter, or any event an observer would associate with the chapter.
2. Alcohol is allowable only at closed functions (invitation only). Functions may not be advertised if alcohol will be present.
3. Only beer and beverages of less than 5% alcohol by volume, contained in single serving non-glass containers of no more than 12 oz., will be allowed at functions at chapter facilities. Non-alcoholic beverages and non-salty food must also be available at all functions.
4. Functions involving alcohol where guests are present are not allowed on weeknights at any chapter facility.
5. No more than two guests are allowable for each chapter member in attendance. Total attendance is not to exceed limits of existing fire and safety codes for the building as a whole or for any one room.
6. Guests must be invited prior to the function and a typed list with all the invitee's names will be present at the door for check-in. Only those guests listed may be permitted entry to the function.
7. All guests must be 18 or over to be at a function when alcohol is present.
8. During functions when alcohol is present, each member and guest must carry an identification card issued by a governmental agency which includes that person's picture and date of birth. Acceptable forms of identification include official driver's licenses, Massachusetts alcoholic beverage purchase card, passport or military identification card.
9. All guests who are 21 or older will be given a wrist band which must be worn at all times during the function. Only persons 21 years of age or older who are wearing a wrist band will be allowed to consume alcoholic beverages.
10. All functions in chapter facilities are BYOB. Guests who are 21 years of age or older are allowed to bring one six-pack of 12 oz beers or one 4 pack of wine coolers to be turned in at the door for tickets. Beer, and other approved beverages, will be distributed by the chapter in a controlled manner using appropriate risk management techniques and then only to guests who are 21 years of age or older and wearing a wristband. In accordance with Massachusetts state law, intoxicated individuals should not be served alcohol.
11. Alcohol may not be purchased through or with chapter funds. No bulk quantity or common sources of alcohol (eg, kegs, party balls, punch containers, pitchers, or cases) are permitted at functions at chapter facilities.
12. The possession, sale, or use of illegal drugs or controlled substances while on chapter premises or during a chapter function or any function that an observer would associate with the chapter is strictly prohibited.
13. No chapter may co-sponsor, finance, attend, or participate in a function where alcohol is purchased by any of the host chapters, and/or any other student groups or organizations.

14. Under no circumstance may a fee be charged for entry or to obtain alcohol at a function hosted at a chapter facility.
15. Individuals under 21 may not possess, consume, be served, or bring alcohol to any chapter function.
16. Chapters must effectively control access to premises when alcohol is served. Party monitors should be present in accordance with inter/national risk management guidelines and applicable governing council policies.
17. All recruitment activities will be alcohol free.
18. No alcohol shall be present at activities, programs, or rituals designed exclusively for new members/pledges/associates/novices.
19. No member or new member shall permit, tolerate, encourage or participate in drinking games or other activities promoting dangerous consumption of alcohol.
20. To host a third party vendor event, the vendor should be properly licensed by the appropriate local and state authority, be properly insured with a minimum of \$1,000,000 of general liability insurance, and assume in writing all the responsibilities that any other purveyor of alcoholic beverages would assume in the normal course of business, including but not limited to: checking identification cards upon entry, not serving minors, not serving individuals who appear to be intoxicated, maintaining control of alcoholic containers present, and collecting all remaining alcohol at the end of a function.
21. When hosting a function with a third party vendor, hired transportation will be provided to and from the venue if the venue is beyond a one mile radius from campus.
22. Chapters will respect the rights of neighbors, which includes managing the level of noise, the actions of function attendees, and clean-up immediately following a function.
23. University officials, including Campus Police, will be allowed prompt entry into chapter facilities when they have health or safety concerns.
24. Violation of policies will result in judicial proceedings which may include the following sanctions for the chapter as outcomes:
  - Social Probation:** A period during which a chapter may not sponsor any social functions, on or off campus, where alcohol is present.
  - Recognition Probation:** A period of review during which a chapter will be notified of specific concerns and must comply with requests for remediation by a specific date.
  - Recognition Suspension:** A period during which a chapter is no longer a member of the WPI Greek system; is not entitled to participate in rush; may not use WPI's name; and is no longer considered as a recognized student organization. Recolonization is not guaranteed, and is subject to the current recolonization procedure on file in the Student Activities Office.
25. All violations of the above expectations will be reported the chapter's inter/national headquarters.
26. Individual chapter members who violate these expectations may also be subject to judicial action.

## **WPI's Greek Relationship Statement**

The relationship between WPI and the fraternity and sorority system is one of mutual respect, cooperation, understanding and trust. This trust is based on mutual goals, the expectations of WPI, the Community, the Greek membership and the responsibilities of each in this relationship.

WPI has the obligation to:

- continue its commitment to foster the Greek system;
- provide staff, leadership training and educational programming and the necessary funding for such endeavors;
- to advocate on behalf of the Greek community as a liaison between internal and external constituencies;
- provide assistance and training for the self governance system; and
- provide a system of judicial review for cases which IFC and Panhel feel is inappropriate for their disposition and provide a system of judicial review for offenses that might lead to suspension or revocation of University recognition.

The fraternities and sororities have an obligation to:

- maintain a strong scholastic emphasis which includes attending and participating in educational programming sponsored by the University;
- respect the rights of the campus community and the neighborhood;
- comply with the rules of conduct included in the Campus Code and the policies that govern the Greek system;
- minimize the risk of liability and harm to people and property and maintain an accountability for actions of the chapter;
- ensure sound new member and initiation practices;
- support the Interfraternity and Panhellenic Councils and maintain a national affiliation in good standing;
- maintain an active relationship with an advisory person or committee such as chapter advisors or house corporations; and
- participate in philanthropic activities;

To aid each chapter in living up to its ideals as well as those of the University, each chapter should conduct an annual self evaluation and planning program. Criteria should include:

- demonstrated support for the Academic Mission of WPI;
- demonstration of respect and responsibility toward neighbors;
- avoidance of situations which do not conform to all applicable laws of conduct including hazing and alcohol and drug abuse;
- a knowledge of insurance and liability issues and the responsibility to minimize the risk of liabilities including the maintenance of a safe and clean habitat that conforms to building codes; and
- abiding by reasonable and safe standards for social events.

The relationship between WPI and the fraternity and sorority system requires open and honest communication bound by a spirit of goodwill. Together, they serve to strengthen, and therefore benefit Greek life and our campus community. As the representative of my Chapter, I accept the personal responsibility for familiarizing myself with this Statement and the ideals of my fraternity or sorority and for doing my best to conduct myself in accordance with this Statement.



# **Chapter Facility Management Best Practices**

## **Leases**

Some chapters prefer to have individual members sign lease agreements with the collegiate chapter and then the chapter executive board signs a lease agreement for the entire cost of the yearly rent with the house corporation. Other house corporations sign lease agreements directly with the collegiate members. Regardless of your chapter's preference, it is important to have a sound lease agreement. The end of this section offers some sample lease agreements and it is likely that your inter/national organization offers some suggested agreements. You may also consider requiring a parental guarantee on all leases as well. In doing this, if the student fails to fulfill the terms of his/her lease, the parent can be held responsible as well. It is generally good practice to have members sign leases at the same time as room selection.

## **Room Selection**

Room selection varies depending upon the chapter. The important characteristics of room selection include:

- The process is announced in advance so all parties know how it will be determined who will live in the chapter facility and in what order they will choose rooms.
- The process is approved by the chapter.
- The process allows for the fairest distribution of chapter rooms.

## **Room Inspections**

Room inspections are typically the responsibility of the collegiate chapter. Following move-in, the Property/House Manager should provide each resident with a room condition form to complete and sign which is verified and dated by the Property/House Manager. The Property/House Manager maintains these forms in his/her files until move-out room inspection occurs. At the end of the academic year, a room inspection should be conducted. The room condition form is reviewed and the room is inspected for damages to furnishings or property and missing furniture. Missing furniture or damages found beyond normal use are recorded on this form. It is signed and dated by the resident(s) and the inspectors. The house corporation evaluates the form and uses guidelines supplied by the house corporation to determine the amount to be withheld from the security deposit.

## **Security Deposit**

Security deposits are typically paid by those intending to live in the chapter facility, the cost of which is outlined in the lease signed by the chapter member. The deposit, which should be kept in good faith in an account designed specifically for security deposits, is returned at the conclusion of tenancy barring any damages have occurred. The process for having the security deposit returned should be determined in the lease.

## **Chapter Facility Rules**

Chapter facility rules should be established in the lease signed by the residents. Additionally, these rules, typically voted upon and approved by the collegiate chapter and developed in collaboration with the house corporation, should be posted in conspicuous places in the facility. It is good practice to create chapter facility rules that help to reduce risk in the chapter facility. The following are some suggestions:

- Prohibit tampering with life safety systems and provide for payment of any service charges incurred.
- Prohibit inside storage of flammables, bicycles and motorcycles.
- Prohibit any firearms or weapons in the chapter facility or on the property.

- Prohibit access to the chapter facility roof.
- Prohibit chapter or individual pets.
- Require participation in scheduled fire drills each school term.
- Require that monthly life safety inspections be conducted with prompt correction of noted deficiencies.
- Require that the heat be maintained and property checked during vacations or extreme weather periods.
- Require areas, rooms and contents, which are assigned to the chapter or its members, be kept in good condition.
- Require that the premises be maintained in a safe and sanitary condition.
- Require that the chapter facility be locked and secured at all times.

## **Opening and Closing the Chapter Facility**

Opening the chapter facility provides the opportunity to create an impression that will last throughout the term. Thus paying attention to the details of maintenance, ordering sufficient supplies and foodstuffs, and development procedures for reporting maintenance issues set that tone.

When closing the chapter facility for breaks, care must be made to ensure that steps are taken to secure the chapter facility. Often undergraduate members leave in a hurry and fail to do important things like verify the windows are locked, set the heat at an acceptable level, ensure there refrigerator is cleaned out, etc. At the end of this section are checklists for closing the chapter facility during breaks.

## **Occupant Information Form**

It is good practice to collect information about each resident living in the chapter facility. This can be done using the Resident Information Form included at the end of this section or you can design your own form to collect relevant information. This information should be kept by the Property/House Manager or Chapter President in a secure location and only shared for emergency purposes. It is wise to entrust one additional copy with an alumnus/a at an off campus location should the forms be destroyed (e.g. a fire at the chapter facility).

## **Keys**

Keys should be closely controlled and carefully distributed to residents at check in. Should a resident lose his/her keys, discussion should be had about changing the chapter facility locks, particularly, as is common with many collegiate members, if they have a key chain with chapter letters on it. Note: it is wise to advise your members not to put anything identifying the chapter on their keychain because of the security issues caused by lost keys that can traced back to the chapter facility.

Some chapters have invested in a Personal Entry Device (PED) system, which uses a microchip embedded in plastic to allow for entry to the facility. This way, the chip can be turned off without replacing other member PEDs.

## **Repairs and Renovations**

Even with the best of preventative maintenance, things break down. A plan should be in place and agreed upon by the chapter and house corporation to fund regular and large scale repairs. This can be a source of tension between house corporations and collegiate chapters. Having a clearly delineated agreement which details which entity is responsible for certain repairs will prevent conflict when a

repair is needed. There should be a process in place to set aside funds obtained from rental income each year for both scheduled and unscheduled repairs. For example, the house corporation should always have enough money in reserve to replace the boiler or heating system.

It is a good idea in your chapter to have a process where members can report maintenance needs. At the end of this section, you can find a sample Repair Request form that your chapter could use.

Should you need to undertake renovations to your chapter facility, you will need to obtain a building permit for any work that involves health or safety (See 780 CMR 110.0 and 780 CMR Appendix B). In particular, you need a professional to do any structural addition or removal, any electrical work beyond replacement of a defective switch, any plumbing or sprinkler work, any boiler or heating system repairs, and any resetting of fire alarms.

### **Regular Maintenance**

It is suggested the house corporation in collaborate with the Property/House Manager to develop a list of tasks to be completed on a daily, weekly, monthly, seasonal and annual basis. A regular facility self-inspection should be conducted on a monthly or quarterly basis, depending upon the size of the facility. Regular inspection of the facility assists in making the official inspections much easier and prevents any surprises at that time. A Facility Self-Inspection Form is included at the end of the next section. This form is used as a guide for the inspection. The house corporation may have additional areas of inspection that are not covered on the form.

### **Scheduled Long Term Maintenance**

A best practice for house corporations is to have a strategic plan for scheduled maintenance for 5 years, 10 years, 20 years, etc. This plan can include shampooing of carpets, painting of walls, replacement of furnishings, as well as long term updates necessary to keep the chapter facility current. For example, walls may be painted every two years, furnishings replaced every 5 years, and one common area room renovated every seven years.

### **Tips for a Successful Strategic Plan**

1. Have clarity in the goals and time frames.
2. Put the plan in writing.
3. Establish a good working relationship between the collegiate chapter and the house corporation. Ask the members of the collegiate chapter what they would like to see accomplished at the facility.
4. Track the progress made towards the goal. Establish benchmarks to determine if the house corporation is on track. Take time to celebrate accomplishments made toward the goals.
5. Remain accountable. Share the strategic plan with the collegiate chapter, the alumni/ae chapter and with the house corporation. The collegiate chapter provides the income for the house corporation to realize its goals. If alumnae are engaged and interested in the progress of the plan, they are more inclined to support the house corporation with both time and money. All entities must share a common vision for the facility.
6. Develop participation and delegate. Spread out the workload so that one or two members do not “burn out” and give up. Encourage involvement from new alumni/ae members.
7. Remain positive.

## How to Develop a Strategic Plan

The strategic plan is reviewed annually and therefore will always be a work in progress.

1. Develop a **vision** for the facility. What does the house corporation want the collegiate chapter facility/meeting room/suite to look like? What image does the house corporation want to project? Without a vision, or picture of the future, the strategic plan becomes unfocused and scattered. This state often leads to frustration and then the discarding of the plan altogether.
2. Once you have a vision, set your **goals**. The goals make up the action items of your strategic plan.
3. To develop goals, start by asking for input from a variety of audiences.
4. Group requests and suggestions into common themes.
5. Prioritize needs. Required maintenance items are always incorporated into the strategic plan first.
6. Determine associated costs.
7. Review the house corporation's long-range budget and cash flow projections.
8. Determine the items scheduled as part of the plan. These items are the house corporation's goals.
9. Agree on a timetable for implementation.
10. Commit to the plan in writing and distribute the plan.
11. Develop a specific implementation plan for each goal. Break the plan down into action steps that must be taken to realize the overall goal. Action steps keep the goal from becoming overwhelming.
12. Communicate the plan to the collegiate chapter and alumni/ae. Keep members updated on the house corporation's progress.
13. Celebrate accomplishments along the way.

## Developing a Budget

When writing a budget, it is important to remember that a budget is a plan or forecast and must reflect the realities of change.

The following rules of thumb apply for developing a budget:

- Review the year's expenses.
- Project expenses based on solid historical data such as the number of members living in the facility and total membership. Anticipate the worst case scenario. Chapters can get themselves in trouble budgetarily when overestimating the number of members who will be recruited or who will live in the chapter facility.
- Determine whether any levels of service should be increased or decreased.
- Project estimates of income.
- Add up all expenses as forecasted.
- Determine how membership will breakdown. Consider charging a parlor fee for members living in town, but not in the chapter facility.
- Calculate membership based on the budget needs.
- Evaluate what your competition is charging.
- Decide what is reasonable to charge after evaluating long term and short term needs. Remember, members will pay a reasonable amount if they feel they are getting a good value for their money. The more members paying, the greater potential for surplus.

## **How to Set Rent**

Rent should cover the following:

- Property taxes
- Insurance
- Administration expenses
- Repairs
- Mortgage
- Reserve account
- Code requirements

It is recommended that the repair budget be 30% of the value of all chapter property to allow for adequate funding for needed and often unexpected repairs. It is always better to keep repairs current and to have the funding on hand to support those repairs. The collegiate members are always more satisfied with a house corporation if they see repairs and improvements taking place.

## **Working with Contractors**

When you need to hire a contractor, you should find several possible candidates and price all of them to get an idea of what a fair price is. Sometimes it is possible to bargain with them a bit to get a better price. You should try to hire the contractor who will give you the best quality work within your budget. Make sure to ask for certificates showing they are licensed to do the work and that they have adequate insurance for their workers. When it comes to chapter facility improvements, it's wise not to cut corners. With up to 50 people using the facility each day, a "bargain" may not be such a bargain if you have to replace it every year. Often good quality commercial products are the wisest purchase.

Feel free to ask questions about how the item up for repair works and what the likely causes of the problem are. If you would like to check out a company, or report problems you have had with one (it is always a good idea to be a responsible consumer), you can make use of the Better Business Bureau's webpage at [www.worcester.bbb.org/](http://www.worcester.bbb.org/).

Many companies will give you rates over the phone in terms of travel time and an hourly labor charge; few will quote you a price for a whole job over the phone. Check if they will give you a free estimate. If not, ask if they will be able to give you an estimate shortly after arriving before they do the entire job.

When you are speaking with a company on the phone, always write down the name of the person you spoke with. If there is a dispute later over something you were promised, the name of the person you spoke with can prove helpful. Feel free to let them know that you are going to shop around a little bit and price some other companies before getting back to them.

If you have to leave voicemail for someone, for example, a repair company, start off by introducing yourself, stating that you are the manager of a location that has such-and-such a product which is not working, describe the symptoms of the problem, and state that you would appreciate being called back at their earliest convenience, and give your number. Be sure not to speak too fast, and enunciate your phone number.

When they complete their work, check it out, read over whatever invoice they ask you to sign, make sure the description and price are correct and what was agreed to, and keep your copy. If you pay them, be sure to ask for a receipt.

## **Waste Disposal**

One of the biggest causes of insect and rodent infestations is improper handling of garbage and other refuse. When a dumpster is used for collecting garbage, make sure that the dumpster is away from the chapter facility and is emptied regularly. At times when excess garbage is generated (e.g. move in, move out), schedule extra times for the dumpster company to empty it. Do not pile trash around the dumpster because the dumpster company will not pick up this trash. Large bulk items will also not be picked up by the waste removal company without prior arrangement. To discard these times, consult the City of Worcester Department of Public Works website: [www.ci.worcester.ma.us/dpw/](http://www.ci.worcester.ma.us/dpw/).

## **Screens and Storm Windows**

The City of Worcester requires that screens and storm windows be in all windows and that these screens be in good repair. A chapter can fail city inspections if screens are not present. Often chapter members think it's a good idea to remove their screens. When inspecting rooms upon move-out, make sure the screens are still intact and in good repair.

## **Lawn and Grounds**

This includes things such as driveway maintenance, snow plowing, shrub and grass maintenance, and plant watering. Good landscaping improves access to your chapter facility and builds pride in the facility. Snow shoveling helps delivery personnel and residents avoid accidents and enter and leave the facility safely. The lawn should always be maintained to the highest standard. It is not acceptable for the lawn to be unkempt and the chapter is responsible for ensuring that someone is responsible for upkeep. If a chapter cannot successfully mow its lawn, WPI's Facilities Department will mow the lawn and charge the chapter.

You are responsible for removal of snow from the sidewalks in front of your chapter facility (780 CMR 1028.2). This includes keeping the fire hydrants in front of the chapter facility clear of snow.

## **Electricity**

Because many of the chapter facilities are very old and the advent of multiple computers, TVs, and other electronic equipment means that the average person draws a lot of power on a given day, it is important to ensure that the electrical system can handle the load being placed upon it. Consider getting your chapter facility's wiring inspected regularly. Additionally, it is considered good practice to prohibit the use of extension cords. Though your chapter may have some budding electrical engineers, it is never wise to allow chapter members, because they are not certified electricians, to do to any type of electrical work.

## **Exterminator**

When you have a number of people living collectively, particularly if the venue is not cleaned well, various rodents and insects will find their home as well. Make sure to arrange for an exterminator to come into the chapter facility to spray for insects at least once every six months.

## **Lighting**

Floodlights in front and security lights in back are the best way to deter chapter facility vandalism and arson. They also help keep members safe when coming to and from the chapter facility.

## **Walls, Ceilings, Floors, and Windows**

Walls, ceilings, floors, and windows should be free from major cracks and holes. Holes can aid in the spread of fire, could lead to accidents, and look unsightly (105 CMR 400.500).

## **External Façade**

The external façade of the building along with gutters, soffits and the roof must be in compliance with 150 CMR 410.500. Chapters are responsible for maintaining the foundation, floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of the dwelling so that the dwelling excludes wind, rain and snow, and is rodent-proof, watertight and free from chronic dampness, weather tight, in good repair and in every way fit for the use intended. Further, chapters should maintain every structural element free from holes, cracks, loose plaster, or other defects where such holes, cracks, loose plaster or defect renders the area difficult to keep clean or constitutes an accident hazard or an insect or rodent harborage.

## **Sanitation**

Chapters are responsible for maintaining all common spaces and external property in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness. Any rooms that have a toilet, wash basin, shower or bathtub that are shared by more than one occupant shall maintain that toilet, wash basin, shower, bathtub, walls and floors in a clean and sanitary condition, which shall include the cleaning and sanitizing of said fixtures at least once every 24 hours (105 CMR 410.150, 151, and 602).

## **Bedrooms**

All sleeping areas require a minimum of 80 square feet for one occupant and at least 60 square feet for each additional occupant. The room will not be considered habitable if more than  $\frac{3}{4}$  of its floor area has a floor to ceiling height of less than seven feet (per 105 CMR 410.250, 410.400, 410.401, 410.402, 780 CMR 3602.7, 3603.8).

## **Bathroom Fans**

Bathroom fans need to be in good working order and functioning properly (105 CMR 400.280 and 105 CMR 400.351).

## **Heating**

Habitable room heating requirements from September 15 through June 15 require that the rooms are at least 65 degrees from 6:59 a.m. until 11pm and at least 64 degrees from 10:59pm to 7am (105 CMR 410.201).

## **Hot Water**

Hot water must be at least 110 to 130 degrees (105 CMR 410.190).

## **Doors and Locks**

Proper locks must be installed in all doors. When locked, these doors should open from the inside while remaining locked, allowing for safe egress from the building (105 CMR 410.480, 780 CMR 1017.4.1).

## **Lofts**

Many chapter members like to build lofts in their rooms to maximize space. However, often these lofts are built in such a way that they block the sprinkler heads from adequately doing their jobs. Beds with top cover must not exceed 4' in width. If over 4', a sprinkler must be installed below. If members violate this, then following inspections, these members are required to take down their lofts or move them within the room. To prevent this from happening, it may be wise for the House Manager to diagram where a loft is acceptable within a room and where it cannot go. This could be placed on the back of the door in each room and will save frustration later and help ensure that a potential violation does not result in a failed inspection.

## **Network**

Many chapters have internet through WPI's Network Operations. The chapters signed an agreement with NetOps in 2007 for four years. This agreement is on file in the Campus Center and Student Activities Office should you need to reference it. If you have network problems, contact Network Operations at 508.831.6666.

## **Grease Traps**

Required by City Code, grease traps are required for all chapters with commercial kitchens. These grease traps are designed to catch fats, oils, and grease in waste water and must be attached to all drainage sinks, dishwashers, and other drains. Grease traps need to be cleaned once per month.

## **Clean-up of Bodily Fluids**

In some rare cases, you may be in a situation where body fluids such as blood, urine, or vomit need to be cleaned up. A potential hazard exists until the entire area is cleaned of blood and body fluids and the contaminated cleaning equipment has been disinfected or disposed of safely. Only designated and trained individuals should clean up blood or body fluids. Please exercise extreme caution in these situations. Whenever you clean up blood or body fluids:

- Restrict access to the area
- Wear latex gloves to protect your hands from fluids. Avoid tearing your gloves on equipment or sharp objects. Replace torn gloves immediately.
- Use additional personal protection as needed (e.g. leak proof apron and/or eye protection).
- Use disposable towels or mats to soak up fluid.
- Clean with an appropriate disinfecting solution, such as ten parts water to one part bleach. After cleaning, promptly disinfect mops and other cleaning equipment.
- Put all contaminated towels and waste in a Red Bag or other appropriate sealed, labeled leak proof container. This is regulated waste: call Environmental Safety at 508.831.5216 for assistance.
- Be sure to wash hands and remove any protective clothing before smoking, drinking, eating, applying cosmetics or lip balm, or handling contact lenses.

## Pre Opening Procedures Checklist

- Met with chapter officers regarding chapter activities
- All equipment is in good working order
- Chapter facility is clean and ready for occupancy
- Lights are operational inside
- Lights are operational outside
- Food is available/ordered for immediate needs
- Lawn maintenance is complete
- Keys (if applicable) are on hand for distribution
- Key checklist is ready
- Chapter housekeeping supplies are stocked
- Chapter facility is serviced by exterminator
- All safety equipment is checked and in working order
  - Exit lights
  - Fire extinguishers
  - Sprinkler system
  - Smoke and carbon monoxide detectors
  - Additional fire suppression system in kitchen (if applicable)
- Safety rules and procedures are posted
- Health and kitchen inspections are scheduled
- Summer chapter facility repairs and enhancements are complete
- Budget is complete
- Parking assignment sheet (if applicable) is ready for use

## Repair Request/Work Order

Date: \_\_\_\_\_ Room #: \_\_\_\_\_ Phone # \_\_\_\_\_

Resident Name: \_\_\_\_\_

Item(s) to be Repaired: \_\_\_\_\_

Description of the Problems: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Please give this form to the Property/House Manager)

-----

Work Order                      Priority: 1   2   3   4

(To be completed by the Property/House Manager)

Date for Completion of Repairs: \_\_\_\_\_

Person/Company Assigned: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

\_\_\_\_\_

-----

### REPAIR COMPLETE

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-----

### REPAIR INCOMPLETE

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Assigned

\_\_\_\_\_  
Signature of Resident

## Resident Information Form

To be kept confidential. Should be kept on file with one collegiate officer  
and one alumnus/a for emergency purposes.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ SS#: \_\_\_\_\_

Street: \_\_\_\_\_ Box/Apt: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent(s)/Guardian(s) Name: \_\_\_\_\_

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

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

.....  
Birthday: \_\_\_\_\_ Age: \_\_\_\_\_

Major: \_\_\_\_\_

Car: Make: \_\_\_\_\_ Year: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate Number: \_\_\_\_\_ State: \_\_\_\_\_

**Health Concerns:** (indicated and elaborate on the following if appropriate)

Special Dietary Needs      Y\_\_\_      N\_\_\_      \_\_\_\_\_

Allergies      Y\_\_\_      N\_\_\_      \_\_\_\_\_

Medications      Y\_\_\_      N\_\_\_      \_\_\_\_\_

Other      Y\_\_\_      N\_\_\_      \_\_\_\_\_

**Person to contact in an emergency:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phones (H): \_\_\_\_\_ (W): \_\_\_\_\_

(C): \_\_\_\_\_ Email: \_\_\_\_\_

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





## Sample Lease Agreement

<HOUSE CORPORATION>

<Sample Lease>

### Contractual Agreement and Conditions of Housing

*(Read, sign and date this copy. Return it, together with the required security deposit)*

#### Student Information

- Please Print -

Student's Name

Home Address

Street Address / Apartment Number

City / State / Zip

Parent Name(s)

Home Telephone Number  (    )    -   

Student's Social Security Number  #    -    -   

#### Occupancy Dates

Academic Year  2004-2005      Room Number

#### Chapter Facility Occupancy Dates:

Opening date (move-in starts)		Closing date (move-out by)	
----------------------------------	--	-------------------------------	--

#### Occupancy and Payment Plan (check one)

**IMPORTANT NOTE (Please read before signing.) The amounts below are for RENT for the entire academic year (August 24, 2004 to May 12, 2005) only!**

<input type="checkbox"/> OCCUPANCY - \$3100	<sample>
August 24, 2004	\$ 387.50
September 24, 2004	\$ 387.50
October 24, 2004	\$ 387.50
November 24, 2004	\$ 387.50
<b>TOTAL</b>	<b>\$ 1550.00</b>

<sample>	
January 12, 2005	\$ 387.50
February 12, 2005	\$ 387.50
March 12, 2005	\$ 387.50
April 12, 2005	\$ 387.50
	<b>\$ 1550.00</b>

**\*If paid in full at the beginning of the semester rent is \$3000 which does not include utilities.**

## Housing Deposit:

The resident housing deposit is **\$300.00** as set forth in Section 3 below.

### Lease Provisions:

#### 1. PARTIES AND AGREEMENTS

- A. This contract is an agreement between **<NAME OF HOUSE CORPORATION>** and the undersigned (the "Student") for a room assignment. It shall be effective upon execution by Student and acceptance by an authorized representative of **<HOUSE CORPORATION>**.
- B. This contract is personal to Student and may not be assigned or otherwise transferred by Student to any other organization or person. Student space may not be sublet or otherwise placed in occupancy, control, or care of another person or entity without the express written consent of an authorized representative of **<HOUSE CORPORATION>**. Student may contract for room space for residential purposes only. Other uses are in violation of this contract and may result in termination of this contract and loss of deposit.
- C. This contract is for Student's lease for and in consideration of being permitted to reside in the Chapter, situated at **<ADDRESS OF CHAPTER FACILITY>**, the tenant agrees to the following:

#### 2. TERMS OF HOUSING

- A. This contract covers the period of time from the beginning of the academic year until its end. Rooms are engaged for both fall and spring of the year for which contract is made. Student agrees to pay full charges for space released herein even if Student vacates said space before the end of the term of this contract and agrees to pay reasonable attorney's fees and costs of collection of any unpaid account. The dates that "Chapter Facility" located at **<ADDRESS OF CHAPTER FACILITY>**, will open and close as set forth above in the student occupancy section on page 1. Any continued occupancy after that date shall be considered a holdover tenancy and shall be at a rate equal to 150% of the rent set forth above.
- B. Any unpaid balances remaining due after termination of the tenancy shall be subject to 1.5% interest per month (18% per annum) and will be considered additional rent hereunder.
- C. Rental charges for the academic year are based upon the occupancy. The scheduled payments and due dates are set forth above.
- D. **This contract is for space only.** **<HOUSE CORPORATION>** reserves the right to assign or reassign rooms as it sees fit. Initial room and roommate assignments will be made by **<GREEK DESIGNATION>**.
- E. Student agrees to be contractually responsible for all dues and assessments charged by the active chapter of **<ORGANIZATION>** Fraternity during each semester Student attends the university.
- F. Student accepts and agrees to all chapter facility Rules relative to the chapter facility and which are posted at the chapter facility and/or which have been provided to all members from time to time. Student hereby acknowledges that he understands these rules.

- G. **<HOUSE CORPORATION>** makes no commitment to the Student about what furniture will be available in the room assigned to the Student. The student agrees to maintain his room, all common areas, and the contents assigned to him in good condition and in accordance with all regulations of the fraternity and **<HOUSE CORPORATION>**.
- H. No alterations may be made to any portion of the chapter facility without the prior approval of **<HOUSE CORPORATION>**. Any loft which is constructed must be free standing and shall not be connected to any portion of the structure of the chapter facility.

### 3. HOUSING DEPOSIT

- A. **\$300.00 housing deposit ("Housing Deposit") one half of the housing deposit must be paid to <HOUSE CORPORATION > no later than May 4, 2004 and the remainder \$100 prior to August 24, 2004.** The Student agrees to pay a Two Hundred and no/100 dollar (\$200.00) damage, common area, key and rent deposit, which deposit is due before the Student takes possession of the accommodations. The Housing deposit and any other deposits paid by Student will be refunded by **<HOUSE CORPORATION>** in whole or in part, to the Student within Sixty (60) days after termination of this Lease, provided: (a) all provisions and conditions of this Lease have been complied with; (b) Student has maintained and left the chapter facility in a clean undamaged and rent-able condition, normal wear and tear excepted; (c) all outstanding charges due to the Fraternity or **<HOUSE CORPORATION>**; and (d) the chapter facility have been vacated, all keys have been returned to the house corporation. All refunded deposits shall be mailed to Student at the last known address. Student agrees to leave a forwarding address with **<HOUSE CORPORATION>** upon termination of the tenancy. The deposit will be returned in sixty (60) days after the Student vacates the living accommodations in satisfactory condition and after payment of all outstanding charges due to the Fraternity and to **<HOUSE CORPORATION>**. The Student's living accommodations will be inspected by the Property/House Manager and an official representative of **<HOUSE CORPORATION>**. In addition, damages which have been done by a person or persons unknown shall be apportioned among all residents of the chapter facility as determined by an official representative of **<HOUSE CORPORATION>**.

### 4. CANCELLATION OF CONTRACT

- A. Loss of Housing Deposit - Cancellation of this contract for any reason shall result in loss of Housing Deposit.
- B. Cancellation Prior to Occupancy - If student cancels this contract prior to occupancy and finds a suitable replacement, whose substitution for Student hereunder is accepted in writing by **<HOUSE CORPORATION>**, at its discretion, may refund Housing Deposit. "Occupancy" means acceptance of a room key and placing of personal belongings in the chapter facility.
- C. Cancellation after Occupancy - After occupancy, cancellation will be accepted only if Student withdraws from the University and only with respect to amounts not due and payable under this Agreement as date of withdrawal.
- D. Termination by <HOUSE CORPORATION> for Cause - **<HOUSE CORPORATION>** reserves the right to terminate this contract with reasonable notice and for good cause. Good cause means any conduct which disrupts the orderly administration and/or function for the **<NAME OF UNIVERSITY>**, **<GREEK DESIGNATION>** and/or **<HOUSING CORPORATION>**. Reasonable notice will normally mean forty-eight (48) hours unless a longer period as required by state law.
- E. Should Student fail to pay rent or other charges when due or breach any other condition of the Lease after three days notice in written to pay the rent due or comply with the conditions of this

Lease, Fraternity may, at its election, either (a) declare the term hereof ended and re-enter and resume possession of the chapter facility, change the locks or keys, and remove all persons and property there from by force or otherwise, without being held liable to prosecution or for damages, or (b) declare the entire unpaid rent for the term immediately due and payable and bring suit therefore at once. If Student remains in possession of the chapter facility after termination of the tenancy, Student shall be deemed guilty of forcible entry and detained under the applicable statute, thereby waiving all notice, and shall be subject to eviction and removal. No re-entry by Fraternity, or its agent or employees, shall be deemed an acceptance or surrender of this Lease. If Student abandons or vacates the chapter facility before the end of the term of this Lease, Fraternity may, at its option, enter the chapter facility and re-let the same on such terms and conditions as it may see fit, making such changes to the chapter facility as Fraternity deems necessary or desirable for the purpose of such re-letting, and if a sufficient sum is not realized each month (after payment of all the expenses of such changes and the expense of re-letting), to equal the monthly rental agreed to be paid by Student hereunder, Student agrees to pay such deficiency each month upon written request of the house corporation.

#### 5. RIGHT OF ENTRY

<HOUSING CORPORATION> reserves the right to enter Student rooms at times convenient to its members for purposes of inspection, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim any <HOUSE CORPORATION> property.

#### 6. REGULATIONS

- A. The Student agrees to comply with all of the terms and conditions of this agreement, the bylaws of the Fraternity, the regulations of <GREEK DESIGNATION>, the laws and regulations of Delta Tau Delta International Fraternity Inc., and all applicable local, state and federal laws.
- B. Student agrees to comply with all local municipality Fire and Safety Regulations. Items allowed in the chapter facility include irons, radios, and small portable electrical equipment. Items **NOT** allowed in the chapter facility are waterbeds, fireworks, food preparation hotplates, air conditioning units and any weapons.
- C. Student's agrees to use the chapter facility for private residential purposes only; (b) Student shall not disturb, annoy, endanger or inconvenience neighbors; (c) Student has inspected the chapter facility and found them in a clean, habitable and undamaged condition except as noted on the attached Student Check-in form; (d) Property left on the chapter facility after Student vacates the chapter facility will be deemed abandoned and may be disposed of immediately as <HOUSE CORPORATION> sees fit, without liability or accountability; (e) Student will comply with all laws and/or city ordinances now in effect or hereafter instituted by any governmental agency having jurisdiction, together with all rules, regulations or policies now in effect for the chapter facility of hereafter reasonably imposed by the <GREEK DESIGNATION>, <ORGANIZATION> Fraternity, or <HOUSE CORPORATION>; (f) Student will not use the chapter facility for any immoral or unlawful purpose, nor commit waste or nuisance upon or about the chapter facility; and (g) Student shall practice good chapter housekeeping and keep the chapter facility neat and clean.
- D. Student shall be liable for all damages to, or losses of, the Chapter facility fixtures or furnishings, personal property furnished under this contract or Fraternity property, which damage or loss is caused by the student. **DAMAGE TO COMMON AREAS FOR THE CHAPTER FACILITY WILL BE CHARGED ON A PRO-RATA BASIS TO ALL RESIDENTS or MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY INDIVIDUALS AND THEY CAN BE CLEARLY IDENTIFIED BY AN OFFICER**

**OF THE CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE HELD LIABLE FOR THE REPAIR CHARGES.**  
Charges for damages are **NOT** limited to Housing Deposit.

- E. For health and safety reasons, no pets of any kind shall be kept in or about the premises without the prior written consent of the Landlord.
- F. This lease shall not be assigned nor subleased without prior written consent of the Landlord.

**7. LIABILITY**

- A. STUDENT ACKNOWLEDGES AND AGREES THAT **<ORGANIZATION>** FRATERNITY, **<HOUSE CORPORATION>**, AND, THEIR, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE LIMITED IN THEIR ABILITY TO PROTECT STUDENT, STUDENT'S GUESTS AND STUDENT'S INVITEES, FROM CRIME, ACCIDENT OR NATURAL CATASTROPHE.
- B. **<ORGANIZATION>** FRATERNITY, **<HOUSE CORPORATION>**, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF SUCH ENTITIES OR ORGANIZATIONS WILL NOT BE LIABLE FOR DEATH OR LOSSES OR DAMAGES TO PERSON OR PROPERTY OF STUDENT, STUDENT'S GUEST(S) OR CAUSED BY THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION INTERRUPTION OR UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OR THE ROOM, LATENT DEFECT IN THE ROOM OR CHAPTER FACILITY, ACTS OF GOD, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR ANY OTHER CAUSE OTHER THAN THE GROSS NEGLIGENCE OF THE HOUSE CORPORATION, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF THEIR EMPLOYMENT. STUDENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS **<ORGANIZATION>** FRATERNITY, **<HOUSE CORPORATION>**, THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FOR ANY LIABILITY, INCLUDING COSTS AND ATTORNEY'S FEES, DUE TO DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY OF STUDENT, GUESTS, INVITEES, OR OTHER PRESENT IN THE ROOM OR CHAPTER FACILITY WITH STUDENT'S CONSENT FROM ANY CAUSE, INCLUDING LIABILITY CAUSED BY THE NEGLIGENCE OF THOSE INDEMNIFIED HEREUNDER, OTHER THAN THE GROSS NEGLIGENCE OF **<ORGANIZATION>**, **<HOUSE CORPORATION>**, OR REPRESENTATIVES ACTING IN THE SCOPE AND COURSE OF EMPLOYMENT AND FROM ANY LIABILITIES ARISING AS THE RESULT OF THE ACTS OF STUDENT OR OTHERS PRESENT WITH STUDENT'S CONSENT.
- C. STUDENT IS HEREBY ADVISED THAT INSURANCE DOES NOT COVER PERSONAL PROPERTY OF STUDENT. STUDENT IS URGED TO PURCHASE INSURANCE COVERAGE FOR LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, WATER DAMAGE AND OTHER UNFORTUNATE EVENTS, TOGETHER WITH LIABILITY COVERAGE. NEITHER ITS EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR DAMAGES OR INJURY TO STUDENT OR ANY OTHER PERSON, OR TO ANY PROPERTY, OCCURRING ON THE CHAPTER FACILITY, AND STUDENT AGREES TO HOLD HARMLESS FROM ANY CLAIMS FOR DAMAGE NO MATTER HOW CAUSED.
- D. THE HOUSE CORPORATION MAY BRING SUIT FOR AND COLLECT RENT, ASSESSMENTS, DAMAGES AND OTHER CHARGES IN THE EVENT OF DEFAULT AS SET FORTH ABOVE, WITHOUT PRIOR NOTICE AND WITHOUT ENTERING INTO POSSESSION, SUCH RIGHT TO SUE AND SUCH RIGHT TO FORFEIT AND RE-ENTER BEING CUMMULATIVE AND NOT EXCLUSIVE. IN ANY COURT ACTION BROUGHT BY THE HOUSE CORPORATION TO RECOVER SUCH AMOUNTS DUE AND UNPAID UNDER THE TERMS HEREOF OF FOR THE BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS LEASE OR TO RECOVER POSSESSION OF THE CHAPTER FACILITY, WHETHER OR NOT SUCH COURT ACTIONS SHALL PROCEED TO JUDGEMENT, STUDENT SHALL PAY THE HOUSE

CORPORATION FOR ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES AND INTEREST ON UNPAID RENT AND OTHER CHARGES, AT THE RATE OF 1.5% PER MONTH (18%) PER ANNUM.

**8. MISCELLANEOUS**

- A. If any section of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.
- B. This contract represents the entire agreement between the parties and may not be modified except by mutual agreement, in writing and signed by both parties.
- D. This contract shall be governed by the laws of the State of **<STATE>** and is entirely performable in City of **<CITY, STATE>**.
- E. All notices to Student shall be sent to, or posted at, the chapter facility, **<CHAPTER FACILITY ADDRESS>**.
- F. All notices to **<HOUSING CORPORATION>** shall be sent to **<HOUSING CORPORATION ADDRESS>**.

**I HAVE READ AND INDICATE MY CONTRACTUAL AGREEMENT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN, WITNESS, the signatures of the parties hereto, effective this \_\_\_\_ day of May 2004.**

**STUDENT**

**<HOUSE CORPORATION>**

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Sample Lease with Parental Guarantee

THIS CHAPTER FACILITY ROOM LEASE ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Chapter and Occupant.

1. **Definitions.** For the purposes of this Lease, the following terms are defined:

**Chapter:** \_\_\_\_\_, a \_\_\_\_\_,  
*Chapter Name Corporate Entity Type & State, if appl.*  
whose address is \_\_\_\_\_, the lessor under the terms of this Lease.

**Occupant:** \_\_\_\_\_,  
*Name Address*  
the lessee under the terms of this Lease.

**House Corporation:** \_\_\_\_\_, a \_\_\_\_\_,  
*Name Corporate Entity Type & State, if appl.*  
whose address is \_\_\_\_\_, the owner of the Premises.

**Premises:** The real property, improvements, and certain personal property located at the following street address \_\_\_\_\_, and located on or near the campus of \_\_\_\_\_ ("University"), and which is commonly known as the "<ORGANIZATION> Fraternity chapter facility."

**Room:** \_\_\_\_\_, a dormitory room located on the Premises and leased to Occupant  
*Room Number*  
as a \_\_\_\_\_ to be jointly occupied with \_\_\_\_\_.  
*Single/Double Roommate, if applicable*

**Master Lease:** That certain lease agreement by and between house corporation and chapter dated \_\_\_\_\_, a copy of which Occupant acknowledges having received as of the date hereof, and the terms of which, as such terms may be amended from time to time, are incorporated herein (including all attachments thereto) by this reference.

**Lease Term:** \_\_\_\_\_ (\_\_\_\_) Months.

**Commencement Date:** 12 midnight on \_\_\_\_\_, 20\_\_\_\_.

**Termination Date:** 12 midnight on \_\_\_\_\_, 20\_\_\_\_.

**Room Rent:** A total amount for the entire Lease Term equal to \$\_\_\_\_\_, which is payable in accordance with Paragraph 5 below.

2. **Lease of Premises.** Chapter, in consideration of the covenants and agreements to be performed by Occupant, and upon the terms and conditions of this Lease, leases to Occupant, and Occupant leases from chapter, the room. Chapter also grants Occupant a license to use the other areas of the Premises subject to rules and regulations promulgated by chapter or house corporation from time to time. The Room shall be used only for residential purposes consistent with dormitory living.

IN ADDITION TO THE TERMS OF THIS LEASE, OCCUPANT SHALL STRICTLY COMPLY WITH ALL TERMS OF THE MASTER LEASE, AND SHALL PERMIT NO DEFAULT OR BREACH THEREUNDER. THIS LEASE AND

OCCUPANT'S POSSESSION OF THE ROOM IS MADE SUBJECT TO THE CHAPTER'S COMPLIANCE WITH ALL TERMS OF THE MASTER LEASE.

3. **Term.** Unless earlier terminated in accordance with this Lease or the Master Lease, the Lease Term commences on the Commencement Date and shall end on the Termination Date, as provided above.

4. **Possession.** For so long as Occupant timely pays the Room Rent and complies with and performs all obligations and covenants required by it under this Lease, the Master Lease, and The Fraternity Laws of <ORGANIZATION>, Occupant shall have the right to hold and occupy the Room for the Lease Term. Chapter and Occupant acknowledge and agree that at all times chapter, house corporation, and chapter's and house corporation's representatives, agents, assignees, and designees, shall retain the right to access the Room for any purpose whatsoever, including maintenance and inspection. During the Term, and pursuant to the terms of the Master Lease, certain utilities shall be provided to the Room and common areas of the Premises as part of the Room Rent, including heat, air conditioning, water and sewer; telephone, cable television, internet access and such other and similar utilities are excluded from the terms of this Lease or may be offered as a separate service subject to specific, additional user fees.

5. **Rental Payments.** Beginning on the Commencement Date and continuing throughout the Lease Term, Occupant agrees to pay the Room Rent due and payable under this Lease. Except for an alternative payment plan approved in writing by the chapter, the room rent shall be due and payable in the following amounts on the following dates:

DUE DATE: \_\_\_\_\_ INSTALLMENT AMOUNT: \$ \_\_\_\_\_

DUE DATE: \_\_\_\_\_ INSTALLMENT AMOUNT: \$ \_\_\_\_\_

DUE DATE: \_\_\_\_\_ INSTALLMENT AMOUNT: \$ \_\_\_\_\_

Occupant may make rental payments in excess of the amount due at any installment date, and such advance payment shall be credited towards the next installment amount due under this Lease. Room Rent installment payments which are more than ten (10) days past due shall incur a late fee of five percent (5%) of the total installment amount then outstanding. Room Rent installment payments which are more than thirty (30) days past due shall incur a late fee of ten percent (10%) of the total installment amount then outstanding, which late fee shall be reassessed for each thirty (30) day period thereafter until paid in full.

6. **Condition of Room.** Occupant accepts the Room in its existing condition, without representation or warranty, express or implied, and no representation has been made by chapter or house corporation as to such condition. Occupant agrees not to make any material alterations, additions or improvements to or of the Room without the prior written consent of chapter (whose consent shall be subject to the consent of house corporation). Any approved alteration, modification, or improvement shall be removed by Occupant at the end of the Lease Term. Occupant shall be responsible for general maintenance and cleaning of the Room throughout the Term of this Lease. Upon the expiration or other termination of this Lease, Occupant shall surrender to chapter the room clean and in good condition and state of repair, reasonable wear and tear only excepted. Occupant shall remove all personal possessions which it has placed upon the Room or the Premises, and Occupant shall repair any damage which has resulted from its occupancy of the Room or Premises.

7. **Default of Occupant.** In the event that Occupant shall default in the payment of Room Rent when due or shall default in performing any of the terms and provisions of this Lease, the Master Lease

or The Fraternity Laws of <ORGANIZATION>, and Occupant fails to cure such default within ten (10) days from written notice by chapter or house corporation, then house corporation and/or chapter shall be entitled to promptly remove Occupant and Occupant's possession from the Room and from the Premises without further notice; provided, however, such removal shall be in compliance with any applicable state law or regulation and, provided further, such removal shall be in addition to any other remedies available to chapter or house corporation under the terms of this Lease, the Master Lease, The Fraternity Laws of <ORGANIZATION>, or the law. Default of Occupant under the terms of this Lease or the Master Lease shall not relieve Occupant of the obligation to pay Room Rent for the remaining term of this Lease, regardless of whether or not Occupant remains in possession of the Room.

**8. Modifications.** Occupant agrees and acknowledges that the Master Lease may be modified and amended by the chapter and house corporation in accordance with the terms set forth therein and without advance notice to Occupant, and Occupant agrees to be bound by any such modifications. This Lease may not be modified or amended without the express written agreement of chapter, Occupant, and house corporation. Except for completion of the provided blanks and signatures, all other mark-outs or hand-written additions shall not become effective and a part of this Lease unless and until the house corporation acknowledges its consent to such modifications.

**9. Subletting or Assignment.** This Lease and Occupant's Room shall not be subleased or assigned without the express written consent of chapter and house corporation, and then only by an approved written agreement by all parties.

**10. Indemnity.** Occupant agrees to indemnify and hold chapter and house corporation harmless from and against any and all claims for damages to persons or property arising out of or related to Occupant's use or occupancy of the Room or the Premises, and all expenses thereof, including reasonable attorneys' fees and court costs in the amount actually incurred.

**11. Damage or Theft of Personal Property.** All personal property brought onto the Premises by Occupant shall be at the risk of Occupant only. Occupant acknowledges that he has been advised to obtain "renter's insurance" to cover any loss to his personal property while stored within the Premises.

**12. Miscellaneous.** Time is of the essence of this Lease and whenever a certain day is stated for payment or performance of any obligation of Occupant or chapter, the same enters into and becomes a part of the consideration. All notices required or permitted to be given under this Lease shall be given in person, if between chapter and Occupant, or by U.S. Mail, if to or from house corporation and the other parties, at the address set forth above in Paragraph 1. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease. The laws of the state in which the Premises is located shall govern the validity, performance and enforcement of this Lease. In the event of a conflict between the terms of this Lease and the Master Lease, the terms of the Master Lease shall govern.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day, month and year first above written.

**“CHAPTER”**:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**“OCCUPANT”**:

By: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration for, and as an inducement to the chapter (as all such capitalized terms are defined in the Lease) to enter into that certain chapter facility Room Lease attached hereto (the “Lease”) by and between Occupant and chapter, the undersigned guarantor (“Guarantor”) hereby guarantees to chapter, its successors and assigns, the payment of all sums of money now or hereafter due from Occupant to chapter under the Lease. No delay or failure on the part of chapter in enforcing any of its rights or remedies against Occupant or Guarantor or the release of any party from liability hereunder or under the Lease or of any security thereto shall affect or impair any rights or remedies that chapter may have against Occupant or Guarantor. Guarantor’s obligations hereunder shall not be terminated, reduced or affected in any way by Occupant’s bankruptcy or other insolvency or by reason of the assertion by chapter against Occupant of any right or remedy for the enforcement of the obligations of Occupant under the Lease, or by reason of the waiver by chapter of, or its failure to enforce, any of the terms, covenants or conditions of the Lease, or the granting of any indulgence or extension of time or other forbearance to Occupant; provided, however, that any such forbearance shall be applicable to the relevant payment by the undersigned to the same extent applicable to Occupant. The undersigned Guarantor waives notice of acceptance of this Guaranty. If chapter shall employ an attorney at law to perform legal services in connection with the Lease or this Guaranty in connection with any default by Occupant or Guarantor, Guarantor shall, in addition to all other amounts owed to chapter, be obligated to pay chapter’s reasonable attorney’s fees actually incurred. All duties and obligations of Guarantor pursuant to this Guaranty shall be binding upon the heirs, representatives, successors and assigns of Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of the state where the premises demised under the Lease are located. Guarantor’s address for notices shall be as set forth below until changed by written notice to chapter. Notices shall be given pursuant to the notice provision of the Lease.

**SIGNED, SEALED AND DELIVERED** as of even date with the Lease.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Guarantor’s Name: \_\_\_\_\_

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

\_\_\_\_\_

## Preparing Your Chapter Facility for Summer Break

Before you know it, it is the last week of school and you are finishing finals! Summer break is the time your chapter facility is at risk for a serious claim. It is imperative you take the time to PREPARE your chapter facility for summer break.

**The leading risks to a chapter facility during summer breaks are:** vandalism/theft, water damage, fire and all are categorized as avoidable.

### **What can you do to avoid these types of losses?**

- Prior to the end of the semester, inspect each room, document tenant damage and collect payment from their security deposit. Documentation in this area can clarify any issues with the carrier in the event of a claim.
- Thoroughly clean the property, remove potential fire hazards and safely store combustibles.
- Schedule a dumpster pickup for immediately following move-out as dumpsters normally get full with students emptying their rooms.
- Unplug unused appliances.
- For members living in the chapter facility over the summer:
  - Have each sign a housing agreement.
  - Appoint someone to oversee daily maintenance, collect rent and pay bills. Consider hiring a professional property manager to work in conjunction with a resident manager.
  - Assign someone to care for the lawn and external property. **Unkempt lawns will be cut by WPI Facilities at a cost to the chapter.**
- Ensure regular dumpster pick-ups are scheduled throughout the summer.
- Have a local alumnus periodically check on the chapter facility and residents over the summer.
- Remove any lumber, mattresses, and other debris away from the chapter facility. These items are an open invitation to arsonists.

### **If the chapter facility is unoccupied over the summer, make sure the following are done:**

- Securely lock the property and limit access to only designated alumni or undergraduates.
- Have a responsible alumnus, undergraduate or professional property management company check the property daily to ensure a loss has not occurred. A consistent daily presence will deter thieves and vandals. Hiring a professional property management company is strongly recommended.
- Advise local police or campus security the property will not be occupied. Ask them to patrol frequently.
- If it will not affect the function of your sprinkler system or other systems requiring water, turn the water off at the main supply line and bleed the water lines.
- Hire a mature caretaker to reside in and look after the property in exchange for free rent. Be sure the caretaker has the following information:
  - Alumni contact information.
  - Information from a local company, such as ServiceMaster, that can respond to emergency repairs and/or can secure the property from sustaining further damage.
  - Insurance claim reporting information.
- When not in use, remove all garden hoses and store them in an appropriate place. Many vandalism claims involve someone placing a garden hose in the chapter facility and turning it on.
- Repair all broken windows to prevent rain and vermin from entering the chapter facility.
- Have a roofing contractor inspect the roof, provide a written recommendation and repair any immediate concerns.
- Service your HVAC to ensure it is working properly and does not present a fire hazard.

***What are the benefits of being prepared for summer break?***

- You can avoid the expense and the time associated with an insurance claim as well as restoring the area damaged.
- A large loss can risk losing your tenants for the fall due to an uninhabitable chapter facility.
- Water Damage, when left unaddressed, combined with heat and humidity can lead to mold growth. Do not ignore mold growth. Make sure it is thoroughly cleaned and the source of the water is eliminated in order to reduce the risk of reoccurrence.
- Protect your legacy and history from thieves and vandals. A price can be put on everything except sentimental value.

Listed below are the top four losses in terms of number of occurrences:

1. Water – 46%
2. Theft/Vandalism– 43%
3. Fire – 18%
4. Wind – 17%

Only one peril on the list is unavoidable, wind.

Most incidents involving water damage could have been minimal if someone had been paying attention to the chapter facility. The plumbing issues creating the damage often went unchecked for days, weeks and even months. As a result, what would have been a few hundred dollars in clean up and a small plumbing bill turned into a costly claim!

### Summer Contact Information

*(Complete this listing for all applicable and post in the chapter facility as well as distribute to chapter and building corporation officers)*

Contact	Name	Phone	Email
Chapter President			
Chapter Vice President			
Chapter Treasurer			
Property/House Manager			
Summer House/Property Manager			
Summer Treasurer			
Building Corporation President			
Building Corporation Vice President			
Building Corporation Treasurer			
Building Corporation Property Manager			
Dumpster Service			
Property Maintenance Company			
Plumber			
Electrician			
Lawn Care Service			

## Winter Break Checklist

- Routine maintenance completed on furnace/boiler
  - HVAC Contractor:
  - Date Completed:
- Furnace on and thermostat set at or above 60 degrees
- Make sure all hoses are removed from exterior water spigots/faucets
- Drain water lines in lawn sprinkler system where appropriate
- Open the indoor faucets slightly to allow water to trickle, moving water does not freeze as easily
- Leave the doors to cabinets that contain water lines open, this will allow heat to enter the area
- All rooms inspected and non-essential appliances and electronics have been unplugged
- Caretaker selected or hired to complete daily inspections:
  - Name:
  - Telephone #:
- Caretaker required to walk-through the chapter facility daily to confirm no loss has occurred, furnace is operating, premise is secure and all walking areas are free of ice, snow and debris which may create a hazard
- Caretaker provided with:
  - 1. Alumni/House Corporation Contact**  
Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_
  - 2. Emergency Response Contact**  
Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_
  - 3. Insurance claim reporting information**  
Insurance Company or Agent: \_\_\_\_\_  
Policy #: \_\_\_\_\_ Claim Reporting #: \_\_\_\_\_
- Chapter facility is secure and all necessary valuables are locked
- Contact the local police department or campus security to check on the chapter facility periodically
- Chapter facility thoroughly cleaned prior to extended break, confirmed heat registers are not blocked and combustible materials are safely stored (Not next to or in the same room as the hot water heater and HVAC system!)
- Windows have been inspected and all broken glass repaired
- Exterior doors are well insulated appropriately, close and latch completely
- Inspect the hot water heater and exposed water lines and drain pipes for slow leaks
- Downspouts are attached and secured with extension from foundation, preventing water damage
- Clean gutters and downspouts to ensure proper roof drainage, improper roof drainage can cause ice damming to occur, which can cause interior water damage
- Make sure downspouts do not drain onto the driveway, sidewalks, or patios and fully displace water away from foundation and other walking areas
- Exterior of chapter facility cleaned and security/safety lighting checked
- Fireplace and chimney serviced, cleaned and checked for defects or debris
- Tenant's rooms checked for the following:
  - Unnecessary damage, any damage discovered should be documented
  - All nonessential appliances and electrical devices unplugged
  - Heat registers are not blocked by personal belongings
  - Room door is locked for security

Completed by: \_\_\_\_\_ Date Completed: \_\_\_\_\_



# Licensing and Inspections

## **Licensing**

All chapter facilities are considered lodging houses and are required to have a Lodging House License issued by the city. This is covered in Massachusetts General Laws (MGL) Chapter 140, Sections 22 through 32. Maintaining this license involves substantial interaction with a number of government agencies. In the city of Worcester, each fraternity/sorority obtains and applies for a renewal of their Lodging House License each year.

## **License Holders**

A holder of a Lodging House License is required to post a copy of the License and the Inspection Certificate in a conspicuous place near the entry. It is suggested that a pair of 8½ by 11 inch wooden picture frames be obtained to contain these documents and that they be screwed to a wall in the front entry to the premises. This will provide a permanent, protected display which can easily be changed as new documents are received.

A Lodging House License holder is required to maintain a list of current employees. It is also required as a condition of the license that a permanent register listing each resident, indicating their school and home address be available. This register is required to be held for one year from the date of the last entry and be open to inspection by licensing authorities, their agents, and the police.

## **Dormitory License Renewal**

The Lodging House License and Inspection Certificate carry the names of contact individuals. The City Managers Enforcement Team (CMET) requires that an alumnus/a be listed as a contact on the license renewal application form and that an alumnus/a be present for the inspection. The inspection will not take place if this alumnus/a is not present. This ensures that CMET has a more permanent contact than a Property/House Manager which changes every year. This contact person should be responsible for monitoring due dates for the various inspections and always be available for a timely response to licensing questions.

The renewal date of a Lodging House License in Worcester is May 1. The application must be completed and submitted with the required fees. At this time, an inspection will be scheduled with the City Manager's Enforcement Team.

## **Inspections**

There are a number of inspections which must be performed as part of the Lodging House License renewal requirements. These are listed below with their general requirements. Inspectors will be checking to ensure that state and municipal safety regulations are being observed.

Attitude is very important. If you treat the inspectors with respect, they will treat you with respect. The inspectors are professionals who are there for one purpose: to ensure your safety. Treat them with the respect they deserve.

## **Inspection Timing**

Secondary inspections such as sprinklers and fire extinguishers, which are performed by outside contractors, require someone to be present to provide access to the chapter facility. For that reason they are best performed at times other than final exams, summer, major vacation time, etc. If your inspections do not fall in these periods you may wish to have them done so as to get on such a schedule.

Similarly, the end of the term is not a good time for inspections since many members are focused on finals at that time.

### **Life Safety Devices**

The following are essential components that every chapter should have within their facility in support of city codes and requirements. It is important that all life safety devices be regularly tested and inspected. Failure for one of these items to operate due to tampering or inadequate inspection could result in loss of life.

### **Egress Inspection**

An egress inspection is performed once per year. This inspection is required for a Lodging House License. The inspection ensures that all means of exit from the building are properly cleared of debris or obstructions. This includes hallways, stairs, windows, and fire escapes.

### **Evacuation Plan**

A standard evacuation plan should be determined and displayed on all floors in chapter facilities. This helps to ensure members and guests know all possible means of exit.

### **Fire Drills**

It is recommended that fire drills be held a minimum of twice per year. At least one of these fire drills should be unannounced. This helps to ensure all members of the chapter know how to safely exit the building in a timely manner. When doing this, make sure to call you alarm company in advance so that they know you are doing a test and do not alert the fire department to send a truck. The Property/House Manager should time everyone exiting the building and ensure all members are accounted for.

### **Carbon Monoxide Detectors**

In November 2005, Massachusetts enacted a law requiring carbon monoxide alarms. The law requires that every dwelling, building or structure occupied in whole or in part for residential purposes and that contains fossil fuel burning equipment be equipped by the owner with approved carbon monoxide alarms within 10 feet of every living space and at the source of the fossil fuel burning (aka. boiler room). These can either be hard wired or plug into an electrical socket with a battery backup. The batteries should be replaced twice per year and the detectors should be present and working in order to pass inspection.

### **Fire Escapes**

Your fire escape should be inspected every five years per 780 CMR 1023.3. This inspection must be carried out by a licensed Fire Escape Installer and after any necessary repairs, a notarized Fire Escape and Fire Balcony Affidavit will be given to you. You must have a copy of this affidavit for the inspector.

Access to fire escapes must have a 30 inch wide unimpeded pathway. No air conditioners are allowed in fire escape windows and there may be no desks blocking window access. Window openings must be at least 24 inches and the window must open easily and stay open when raised. See 780 CMR 1010.4.

There can be absolutely nothing on fire escapes. See MGL 143, Section 122.

## Fire Alarm Inspection

Your fire alarm system should be inspected annually. Have your alarm company's report on hand during a city inspection to demonstrate all is operating properly.

## Sprinkler System Inspection

A sprinkler works because a drop of lead in each sprinkler head will melt at a high temperature. If there is a fire, that high temperature will be reached and the water will be released. The sprinkler system is required to be inspected yearly. When it is inspected, this will be noted on a tag at the primary valve system. Also note that there's a tamper-proof device on the water valve affixed to the sprinkler system, and that the alarm is tied into the system and will go off if the sprinklers are tripped.

The sprinkler system must be inspected annually by a licensed sprinkler company, who will provide a report of their findings. Be sure you have any deficiencies corrected and have the report showing everything is functioning for the city inspectors. Some of the common items that will cause failure of a sprinkler inspection are:

- Anything hanging on a sprinkler pipe
- Any paint on a sprinkler head
- Anything within 18 inches of a sprinkler head

If your main sprinkler valve is behind a door, in a utility or boiler room for example, the door should be labeled with the words, "Main Sprinkler Valve." If this door is normally locked, a key in a glass panel box should be at the door entrance for emergency entry by the fire department. In addition, attached signs should identify the sprinkler control valves, the main drain, and the inspector's test valve.

The water pressure gauges are required to be replaced every five years. Keep track of their age. The NFPA Code requires that wet sprinkler heads be replaced every 50 years, but fast response heads are to be tested after 20 years and retested every 10 years thereafter.

A red cabinet with six spare sprinkler heads and a wrench is also required. This should be located in plain sight near the main sprinkler valve. Having spare heads is a code requirements and six heads is the minimum number for a building with less than 300 installed heads.

## Fire Extinguishers

Fire extinguishers should be inspected annually and each one should have a current tag attached. Fire extinguishers must be hung on the wall at least 42 inches above the floor (527 CMR 10.02). Note, because of the way the extinguisher works (namely the fact that squeezing the handle initiates operation), **extinguishers are not reusable**. Even if none of the chemical is used, once the handle is squeezed, all the pressure will be gone within a few minutes, and the extinguisher will be worthless. **If an extinguisher is used at all, it must be immediately replaced.**

## Hood and Vent System in the Kitchen

The letter of the law requires hood and duct work to be cleaned professionally every six months (NFPA 96 Section 8, Subparagraph 3, Addendum A27). This is generally intended for commercial grade kitchens, such as those in restaurants. When the hood is cleaned, the company places a sticker on it and gives you a certificate, which you should keep for records.

## **Ansul Fire Suppression System**

Because hood and duct cleaning may render the system ineffective due to a coating of cleaning chemicals left on the detection equipment or mishandling of the system by cleaning personnel, this system must be inspected every six months. You may want to coordinate your Ansul inspection with your regular fire extinguisher inspections.

The Ansul system is equipped with fusible links which activate the fire extinguisher. These links carry date stamps on them and are to be replaced annually. The system should also have blow off caps on the nozzles. These caps should be removed and the nozzles inspected to make sure they are free from grease build up. They should also have a coating of clean silicone grease applied to the orifices. The spring clip on metal caps must rotate freely. Rubber caps must be replaced if deteriorated and at least annually.

There is also a requirement for inspecting the Ansul tank contents and pressure. The tank must be hydro tested and the regulators flow-tested every 12 years.

## **Smoke Detectors**

There are two types of smoke detectors in most chapter facilities. The first type is a photochemical smoke detector, and can often be found in the hallways, common areas, and stairs. These detectors are connected to the alarm, and will cause the Fire Department to be dispatched if they go off. Therefore, you should never test them. They are tested professionally by your alarm company with a special metal pole. Note that because of the type of sensor used by this type of detector, if its cover is removed, the photochemical sensor will trip.

The second type of detector often in use is the common run-of-the-mill smoke detector that can be purchased at an area hardware store. These are often found in all bedrooms, as required by fire code (there must be one in each sleeping room). These alarms can be electrically wired or battery powered. If the alarms are battery powered, make sure to replace batteries twice per year. These detectors are **not** wired to the alarm, and so it is perfectly safe to test them by pressing their test buttons, and you should certainly do so before any Egress Inspection. Note that both types of detectors must be kept free of paint, even if the rest of the ceiling is painted.

## **Doors**

All doors connecting to stairways and connecting sleeping space to hallways should be kept closed as they are crucial fire barriers. They should be equipped with self-closing hinges or closers and they must latch (780 CMR 1017.4). They should not drag on rugs or the floor or have any other impediment to restrict their closure, nor may they have door stops (527 CMR 10.03(9)). If you wish to maintain hallway doors open, they should be equipped with magnetic holders that will release when the fire alarm is triggered.

## **Stairways**

Stairways should be kept clear of debris and should be well lighted at all times. Nothing should be stored in a stairway (MGL 143, Section 23).

## **Exit Signs**

Make sure exit signs are clearly visible and in place. You should be prepared to demonstrate that lighted exit signs continue to operate when power is removed. This can be done with a test button on the battery case or by switching off the appropriate circuit breaker(s). Be sure you know the breaker panel locations and which breaker controls the emergency lighting. Label the breakers to eliminate confusion in front of an inspector (MGL 143, Section 21 D and 780 CMR 1023).

## **Boiler Room**

Though tempting because storage space is at a premium in chapter facilities, absolutely nothing should be stored in a boiler room or furnace room. Keep the boiler room closed at all times.

## **Flammable Liquids**

It is never wise to store gasoline inside your chapter facility. Small amounts of flammable paints and solvents can be stored indoors, but must be kept in a fire rated cabinet. Fuel powered vehicles such as motorcycles, mopeds, and lawnmowers, must be kept outside (MGL Chapter 140, Section 23). Propane and charcoal grills should not be on wooden roofs, balconies, or porches.

## **Fireworks**

All fireworks are illegal in Massachusetts. See MGL Chapter 140, Section 39.

## **Common Reasons Chapters Fail Inspection**

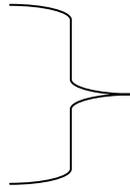
- Fire doors are propped open or the latch of the working door closer is not working
- Passage doors leading to the fire escapes or other means of egress are blocked
- Smoke alarms on bedroom ceilings are not operating, have been broken, or members have tampered with them
- Electric exit signs are not illuminated
- Carbon monoxide detectors are not working
- Lack of proof of regular inspection or cleaning on sprinkler system, fire extinguishers, hoods and ducts, etc.
- Lack of timely fire escape inspection certificate
- Extension cords stretching across rooms or under rugs
- Lofts block appropriate coverage of sprinkler heads

## Chapter Facility Self-Inspection Guide

Chapter \_\_\_\_\_ School \_\_\_\_\_

Inspection Date: \_\_\_\_\_ By Whom: \_\_\_\_\_

Basement \_\_\_\_\_  
 1st Floor \_\_\_\_\_  
 2nd Floor \_\_\_\_\_  
 3rd Floor \_\_\_\_\_  
 Other \_\_\_\_\_



Total Number of persons sleeping in building: \_\_\_\_\_

### CHECKING PROCEDURE

Circle appropriate letter:      S=Satisfactory      N/A=Not Applicable      U=Unsatisfactory

All unsatisfactory conditions require action for correction ranging from immediate to five day maximum.

Questions are designed for "yes" answers to be understood as satisfactory and "no" answers as unsatisfactory and requiring corrective action.

\*\*\*NOTE: All inspection report must indicate zero (0) "fails" or "no" indications. Even if those exceptions are effectively mitigated at the time of inspection, please request passing reports.

### EXIT FACILITIES

1. Do all rooms have access to two separate means of exit?	S	N/A	U
2. Are exit lights are working?	S	N/A	U
3. Are all exit paths clear of storage?	S	N/A	U
4. Are doors in stairways properly self-closing?	S	N/A	U
5. Are wedges and other means used to hold back required stairway enclosure doors, to the detriment of fire safety of upper floors, prohibited?	S	N/A	U
6. Are heating plant and fuel supply areas cut off from the rest of the building by fire resistive construction in ceiling and walls?	S	N/A	U
7. Are exit routes readily accessible through doors of full height?	S	N/A	U
8. Can exit doors be opened from the interior without a key or special device?	S	N/A	U
9. If the building is protected by an automatic sprinkler system, is it in working condition? Date of last test: _____ Date of last inspection: _____	S	N/A	U
a. Are sprinklers free from blockage (nothing hanging on the pipes, 18" free of obstructions, sprinkler heads not painted)?	S	N/A	U
10. If the property is completely protected by a standard automatic fire alarm (detection) system, is it in working condition? Date of last test: _____ Date of last inspection: _____	S	N/A	U
11. If the building does not have either automatic sprinklers or fire alarm (detection) equipment, does it have a manual fire alarm system?	S	N/A	U
a. Are smoke detectors in working order?	S	N/A	U
b. Is emergency lighting operational?	S	N/A	U
12. Has the fire escape been inspected? Date of last inspection: _____	S	N/A	U
13. Are fire escapes free from obstruction?	S	N/A	U

(NOTE: A fire officer's help should be solicited for requirements 9, 10, and 11.)

### HEATING EQUIPMENT

14. Are boilers equipped with pressure relief valves and water level gauges?	S	N/A	U
15. Are boilers and water tanks checked regularly by a qualified inspector for cracks, corrosion and other defects? Requirements should be checked with the chapter insurance company. Date of last inspection: _____	S	N/A	U
16. Is the furnace enclosed in a separate room with fire resistive partitions, with the ceiling similarly protected?	S	N/A	U
17. Is a self-closing fire door provided at the inside entrance of the furnace room?	S	N/A	U
18. Are metal containers with metal covers provided for the disposal of cigarette ashes?	S	N/A	U
19. Are all necessary automatic limit controls provided on heating equipment, including duct systems, breaching and others, in good working order and checked annually?	S	N/A	U
20. Is all heating equipment, including chimneys, flue connectors, vents from gas appliances and hot air ducts:	S	N/A	U
a. In good serviceable condition and well maintained?	S	N/A	U
b. Properly insulated and separated from combustible storage by safe distance?	S	N/A	U
c. Serviced by a qualified service person at least once each year?	S	N/A	U
21. Does the oil burner have a remote control switch?	S	N/A	U
22. Are exposed oil lines protected from physical damage?	S	N/A	U
23. Is the location of the main gas valves known and are the means and knowledge provided for closure in emergencies as well as opening and relighting gas appliances?	S	N/A	U
Is hot water must be at least 110 to 130 degrees at the faucet?	S	N/A	U

### KITCHEN

24. Is the range safely installed away from combustible material and the nearby floor protected?	S	N/A	U
25. Is there a hood above the range and is it equipped with an exhaust duct to the outside? Make sure instructions are posted for proper use.	S	N/A	U
26. Is the hood kept free of grease accumulations?	S	N/A	U
27. Are filters used and kept clean?	S	N/A	U
28. Is the exhaust duct insulated or separated from combustible material by a safe distance (18 inches is required for combustible materials)?	S	N/A	U
29. Is the proper type of fire extinguisher for grease fires provided and is it in good working order? Dry chemical extinguishers containing sodium bicarbonate or potassium bicarbonate are recommended with at least a 20 "B" rating. Date of last inspection/ service by a qualified outside contractor: _____	S	N/A	U
30. Is the refrigeration equipment serviced by a qualified service man at least once a year?	S	N/A	U
31. Is the hood and duct work system cleaned twice per year? Date of last cleaning: _____			

### EMERGENCY ACTION MEASURES

32. Are there fire extinguishers of the proper type for the area protected? Do you know how to use them properly? Dry chemical extinguishers with "A B C" ratings are recommended in minimum 10-pound size and located not to exceed	S	N/A	U
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50-foot travel distance.			
33. Are extinguishers serviced and dated at least annually? Date of last contractor inspection: _____	S	N/A	U
34. Is parking restricted so that the fire department would always have free access to the building?	S	N/A	U
35. Has an emergency plan been set up? Are fire drills held quarterly?	S	N/A	U
36. Are fire emergency instructions conspicuously published and up to date?	S	N/A	U
37. Do they include prompt reporting and alarm of even minor or incipient fires?	S	N/A	U

### ELECTRICAL

38. Is temporary wiring with extension cords prohibited?	S	N/A	U
39. Are all major appliances, especially laundry and kitchen equipment, properly grounded?	S	N/A	U
40. Are lighting fixtures in good physical condition and shock proof in bathrooms?	S	N/A	U
41. Are electric fuses properly maintained and not overloaded with appliances, such as electric blankets, radios, clocks, coffee makers, heaters, etc., making necessary use of larger fuses than proper?	S	N/A	U
42. Are all known electrical problems corrected?	S	N/A	U

### SPECIAL HAZARDS

43. Is chapter housekeeping good in storage area? Basement? Attic? Garage and outbuildings?	S	N/A	U
44. Are smoking fire hazards under control? Is smoking prohibited in bed?	S	N/A	U
45. Are stairways adequately lighted?	S	N/A	U
46. Do all stair steps and wells have well secured banners and railings?	S	N/A	U
47. All walls are free from holes?	S	N/A	U
48. Are all halls and stairways free from obstruction?	S	N/A	U
49. Are lint filters in dryers cleaned regularly? Make sure instructions are posted about how to do so.	S	N/A	U
50. Are dryer vent pipes no longer than 25' in length?	S	N/A	U
51. Are flammable liquids such as gasoline prohibited in the chapter facility?	S	N/A	U
52. Are kitchen facilities maintained and operated in a sanitary manner?	S	N/A	U
53. Is there an emergency number for medical help and fire departments at each telephone?	S	N/A	U
54. Are decorations required to be non-combustible when provided in any room or space used for assembly purposes?	S	N/A	U
55. Is the collection and disposal of trash safely handled in a manner to avoid hazardous accumulations of combustible material, such as the use of closed metal cans?	S	N/A	U
56. Are spaces beneath stairs free from accumulations of combustible material?	S	N/A	U
57. Are stairwells lighted and banisters provided where needed?	S	N/A	U
58. Are all Christmas decorations non-combustible?	S	N/A	U
59. Are all Christmas electrical decorations UL listed and identified as such?	S	N/A	U
60. Are fireplaces and chimneys (where present) inspected and cleaned annually?	S	N/A	U
61. Are paints and flammable materials stored in fully-enclosed metal cabinets or in well-ventilated outbuildings while being used and then discarded? If kept in a cabinet, an annual permit must be obtained from the Fire Department at 25			

Meade Street.			
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**CORRECTIVE ACTIONS TAKEN/RECOMMENDED**

Copies should go to:

Fraternity Headquarters

Chapter President

Alumnae/Alumni advisors and corporation board members as appropriate

## Facility Maintenance Planning Calendar

Use this calendar to record dates of important events and plan your maintenance schedule for the year.

Chapter Dates	August	September	October	November	December	January	February	March	April	May	June	July
Move-In Dates												
Recruitment												
Breaks												
Lease Renewal												
Move-Out Dates												
Commencement												
Close for Summer												
<b>Maintenance Activities</b>												
<b><i>Inspections</i></b>												
City												
Security System												
Boiler												
Heater												
Kitchen												
Fire Extinguishers												
Smoke Detectors												
Fire Sprinklers												
Electrical												
City Renewal License												
Fireplaces												
Chimney												
Mold												
<b><i>Service</i></b>												
Smoke Detectors												
Fire Extinguishers												
Kitchen Extinguishers												
Air Filters												
Air Ducts and Vents												
Fireplaces/Chimneys												
<b><i>Renewals</i></b>												
Lawn Care												
Snow Removal												
<b><i>Cleaning</i></b>												
Kitchen Hood & Ductwork												
Carpets												
Windows												
Draperies												
Gutters												



# Sustainability

## **Sustainability** *(Adapted from the American Council for an Energy-Efficient Economy)*

More and more chapters are seeking ways to reduce energy consumption in chapter facilities, which is not only more environmentally friendly, but also helps reduce expenses in areas that affect member bills. The following are some suggestions for improving sustainability practices within chapter facilities.

- Turn down the temperature of your water heater to the warm setting (120°F). You will not only save energy, you will avoid scalding your hands as well.
- Check if your water heater has an insulating blanket. An insulating blanket will pay for itself in one year or less!
- Start using energy-saving settings on refrigerators, dishwashers, washing machines, and clothes dryers.
- Survey your incandescent lights for opportunities to replace them with compact fluorescents (CFLs). These lamps can save three-quarters of the electricity used by incandescents. The best targets are 60-100W bulbs used several hours a day. New CFLs come in many sizes and styles to fit in most standard fixtures.
- Check the age and condition of your major appliances, especially the refrigerator. You may want to replace it with a more energy-efficient model before it dies.
- Clean or replace furnace, air-conditioner, and heat-pump filters.
- Visit the hardware store. Buy low-flow showerheads, faucet aerators, and compact fluorescents, as needed.
- Rope caulk very leaky windows.
- Assess your heating and cooling systems. Determine if replacements are justified, or whether you should retrofit them to make them work more efficiently to provide the same comfort (or better) for less energy.
- Collect your utility bills. Separate electricity and fuel bills. Target the biggest bill for energy conservation remedies.
- Crawl into your attic or crawlspace and inspect for insulation. Is there any? How much?
- Insulate hot water pipes and ducts wherever they run through unheated areas.
- Seal up the largest air leaks in your chapter facility—the ones that whistle on windy days, or feel drafty. The worst culprits are usually not windows and doors, but utility cut-throughs for pipes ("plumbing penetrations"), gaps around chimneys and recessed lights in insulated ceilings, and unfinished spaces behind cupboards and closets. Better yet, hire an energy auditor with a blower door to point out where the worst cracks are. All the little, invisible cracks and holes may add up to as much as an open window or door, without you ever knowing it!
- Install a clock thermostat to set your thermostat back automatically at night.
- Schedule an energy audit (ask your utility company or state energy office) for more expert advice on your home as a whole.
- Insulate. If your walls are not insulated, have an insulation contractor blow cellulose into the walls. Bring your attic insulation level up to snuff.
- Upgrade leaky windows. It may be time to replace them with energy-efficient models or to boost their efficiency with weatherstripping and storm windows.
- Have your heating and cooling systems tuned up in the fall and spring, respectively. Duct sealing can also improve the energy efficiency and overall performance of your system (warm-air furnace and central air conditioners).
- Keep your cell phones, computers, and other electronics as long as possible. Donate or recycle them responsibly when the time comes. E-waste contains mercury and other toxics and is a growing environmental problem.



# Support and Assistance

Part of your job description involves being able to deal with issues that arise regarding the chapter facility. Of course, nobody knows how to fix everything and some projects are too big for you to fix on your own. Even if you are an electrical engineering major, that does not mean you should rewire your chapter facility. What you *can* do is to find out how a repair or issue can be addressed. Here is some guidance on resources to turn to when you come up against a problem that you do not know how to fix.

- **Ask this manual.** Hopefully, there is a section devoted to the problem.
- **Ask past Property/House Managers.** They may have come up against the same problem, have knowledge about it, or have other advice.
- **Ask the House Corporation President.** He/she has likely worked with many Property/House Managers, and has been dealing with companies, and has gained lots of experience. He/she likely has a large group of contacts for various types of contracting work and information, and often has suggestions for the most cost effective way to do something.
- **Ask a hardware store.** Their employees are some of the most knowledgeable, patient, friendly people you can find. If you either visit them or call them on the phone, they will be happy to explain pretty much any repair project to you, help you diagnose a problem, or point you in the right direction if you need to hire a contractor. They also sell everything that you will ever need. They should be an invaluable resource to you when planning clean-up days, before inspections, and at other times you need help.
- **Ask the Greek Advisor.** It is likely that if you are having a problem, other chapters either are also or have in the past, and the Greek Advisor can help get information or advice for you, especially on things like inspections and fire code.
- **Ask the Yellow Pages.** If you do not have your own copy, get one! When using it and calling companies you do not have prior information about or references for, be sure to use the advice in the later section on how to deal with companies.

## Suggested Resources

<b>Worcester Better Business Bureau</b>	508.754.4158	<a href="http://www.worcester.bbb.org">www.worcester.bbb.org</a>
<b>Fraternity Information &amp; Programming Group</b>		<a href="http://www.fig.org/">www.fig.org/</a>
<b>FRMT, Inc.</b>		<a href="http://www.frmtltd.org/">www.frmtltd.org/</a>
<b>Massachusetts Land Records</b>		<a href="http://www.masslandrecords.com">www.masslandrecords.com</a>
<b>Secretary of State</b>	617.727.7030	<a href="http://www.sec.state.ma.us">www.sec.state.ma.us</a>

### WPI Contact Numbers

Campus Police	508.831.5433	<a href="http://wpi.edu/Admin/Police">wpi.edu/Admin/Police</a>
Network Operations	508.831.5115	<a href="http://wpi.edu/+Netops">wpi.edu/+Netops</a>
Student Activities	508.831.5291	<a href="http://wpi.edu/+Greek">wpi.edu/+Greek</a>
Environmental Safety	508.831.5216	<a href="http://wpi.edu/Admin/Safety">wpi.edu/Admin/Safety</a>

### City of Worcester

Poison Control	1.800.682.9211	<a href="http://www.ci.worcester.ma.us">www.ci.worcester.ma.us</a>
Fire Department	911	
City Police	911	
Public Works	508.929.1300	
City Managers Enforcement Team	508.799.8570	

### Your Inter/national organization

### Your insurance agency



# Insurance Basics

## **Fraternity Chapter Facility Insurance Basics**

Insurance is an essential part of any strong risk management program. When covering a fraternity chapter facility, some coverage options that should be considered are listed below:

**General Liability Insurance** policies protect the organization from third-party liability claims and usually have \$1,000,000 coverage for bodily injury and property damage as follows:

**Premises and Operations.** Covers injury to persons or damage to individuals who are not insureds on or off the premises of the chapter and while participating in the activities of the organization.

**Products and Completed Operations.** Covers injury or damage when the chapter serves food or beverages which causes bodily injury or property damage or wrongful death to individuals who are not named insureds under the policy.

**Libel, Slander, Defamation, False Arrest.** Personal injury coverage afforded in the Comprehensive General Liability section of Broad Form Liability for bodily injury and property damage.

**Host Liquor Liability.** Covers the fraternity when it is found responsible for bodily injury due to alcohol consumption as long as the entity is not in the business of selling, manufacturing, distributing or making liquor.

**Blanket Contractual.** Covers the fraternity when it has assumed the liability of another party - e.g., the chapter leases a hall for a dance. The owner will want to be indemnified by the chapter in event of loss.

**Additional Insureds.** Employees, members and volunteers who are covered when they are found partially responsible for damage or injury arising out of their activity as employees, members or volunteers.

**Hired Car and Non-Owned Automobile.** Provides coverage for the fraternity for operation of automobiles not owned by it and driven by its employees, members or volunteers. The members', volunteers', or employees' automobile insurance is primary.

### **Other Types of Insurance Coverage**

**Directors and Officers Liability.** Covers officers and directors of the fraternity, house corporations, alumni/alumnae groups for claims arising out of misconduct or wrong-doing in the course of performing their duties as directors and officers of fraternity groups.

**Umbrella Liability.** Provides higher limits in \$1-million increments over General Liability and Automobile Liability.

**Workers' Compensation.** Mandatory in all but five states. Protects for employees' on-the-job injuries. Claim amounts are set forth by statute in each state. Covers medical costs and lost time expenses of employees who are injured.

**Fidelity Coverage.** Usually bonds the treasurer or officers who handle money, checks, or funds for dishonest acts of the employee or volunteer.

## Types of Property Insurance

**Replacement Cost Coverage on Building** provides for the full replacement of the property if the chapter facility is damaged or destroyed, not just for a specified cash value. The replacement structure may not be identical, but will be of similar square footage and type of construction. There is no depreciation for the age of the building in the value.

**Replacement Cost Coverage for Contents** provides for the replacement of destroyed contents at full cost, rather than at a depreciated amount, up to the cash limit of the contents coverage purchased or blanket limit which ever applies.

**Rental Income Coverage** provides for the payment of rental income to the corporation that would otherwise be lost if the chapter facility can no longer be occupied due to a fire or other extensive damage that prohibits occupancy.

**Extra Expense Coverage** provides for the payment of additional expenses that a chapter or corporation might incur if a fire or extensive property damage requires extraordinary expenditures for temporary housing in hotels or other rental property.

**Earthquake and/or Flood Coverage** is optional coverage for earthquake or flood damage, and is normally excluded from most standard property insurance policies. This coverage will likely carry a separate deductible.

**Contingent Building Law Liability Coverage** provides the additional funds necessary to bring damaged structures up to current building code requirements following a fire or other extensive damage to a chapter facility. Standard property insurance policies only require the insurance company to return the property to its original state and likely will not provide the additional funds needed to bring the property up to code.

**Special Perils of Physical Loss or Damage** extends protection of physical loss or damage to include vandalism, malicious mischief, burglary, theft, earthquake, and flood, to name a few.

**Boiler and Machinery Coverage** is normally written as a separate insurance policy. This coverage provides protection for losses suffered as a result of accidental damage or mechanical or electrical system failure in a chapter facility from boilers, heating and cooling systems, hot water supply tanks, compressors, pumps, transformers, etc. It can also be extended to other Electrical Equipment owned by the corporation. Deductible is the amount of out-of-pocket expense that your corporation must first pay toward repairing, replacing, or restoring damaged property before the insurance policy provides coverage.

When determining the types of coverage to purchase and the value of coverage to carry, it is advisable to consult your own insurance agent or your national organization for more complete advice and counsel.

## Renter's Insurance

The corporation's property insurance does not cover the personal items of chapter members who reside in the chapter facility; the corporation's liability insurance does not cover members when they are acting as individuals, independent of chapter affairs. Many chapter members will already be covered by their parents' homeowners insurance policy. All members should be advised that they need to find out if their

property and liability are covered while they are away at school. To protect a member's personal items and liability not included in parents' homeowners insurance, the insurance industry offers renter's insurance.

Renter's insurance provides coverage for personal items such as clothing, stereos, bicycles, computers, etc., when stolen or damaged. Without coverage, theft or damage could represent substantial financial loss for a member. A liability lawsuit could be financially catastrophic.

### **Some Basic Information on Renter's Insurance for Chapter Members**

**Minimum Policy Amount.** First assess the value of the property to be insured to determine the amount of coverage needed. Most insurance companies require purchase of a minimum amount of coverage, which can range from \$10,000 to \$25,000. Ask if the policy includes full replacement cost, which will cover depreciation of property over time. Most companies offer policies with replacement cost at an additional charge.

**Coverage.** In general, policies cover theft, fire, smoke, vandalism, windstorm or water damage, lightning, and personal liability. Personal liability includes bodily injury or property damage claims for which you are liable. For example, such a claim could arise if a friend hurts herself/himself on your property due to your negligence. Be sure to read policies carefully to determine the exact scope of coverage and ask questions regarding any aspect that you don't understand.

**Premium.** The cost of insurance, or the premium, varies among insurance companies and can depend upon factors such as the amount of coverage, whether you live in a chapter facility or apartment, the safety and security of the premises, and length of residence. Some companies offer a discount if you already have a policy, such as auto insurance. Currently, the range is \$115 to \$250 per year.

**Deductible.** The deductible is the amount of loss you pay. Deductibles can range from \$100 to \$500. In general, the higher the deductible, the lower the premium for similar coverage.

**Restrictions Insuring Students.** Many companies place restrictions on coverage of households with two or more unrelated roommates. Restrictions include requiring each roommate to have an individual policy and placing a limit on the number of unrelated occupants per household. Let your agent be aware you live in a fraternity chapter facility so that the issue of unrelated occupants per household is addressed prior to securing coverage.



# **Crisis Management**

## **Crisis Management Plan**

Immediate crisis situations may involve:

- Fire
- Death of a member
- Serious accident

Short-term crisis situations may involve:

- Destruction of property
- Alcohol/drug abuse
- Hazing
- Sexual assault
- Bias-related violence
- Eating disorders

This chapter will provide you with conversation tools and resources for crisis preparation with your advising and chapter leadership teams. Everyone thinks, “This won’t happen to us.” Hopefully it won’t. But, in the event of an emergency or tragedy, your members – undergraduate and alumni – will feel more in control of the situation with proper planning. Additionally, this chapter offers a guide for referrals - a critical component to proactive advising and support of a chapter and its members.

As you develop your crisis management plan, use FIGP’s Risk Management Manual, and your own inter/national organization’s supplementary resources. The FIGP Manual is available at [www.figp.org](http://www.figp.org).

### **Procedures to be followed by the chapter president and others in the event of a situation, emergency or tragedy**

First: The president should meet with the other officers and at least one alumna/us for an emergency planning session. Select a time and location that will allow for at least ninety minutes of uninterrupted time. Bring a flip chart and tape.

Ask these questions:

- What is the worst-case scenario that could or might occur in your chapter? Develop a list of situations—at least seven. Be blunt and candid with each other. Imagine the worst. No one enjoys discussing a tragic fire or the death of a member, but those occur. The purpose of the exercise is to get the leaders of the chapter thinking, “Yes, that could happen with our chapter, even if we don’t have a chapter facility”.
- What can we do to prepare for each situation?
- If the chapter has a chapter facility, how prepared are we for a fire? A tornado or other natural disaster?
- Who will be the spokesperson for the chapter?

Redundancy: Have at least two other persons in line for each key position in terms of crisis management. If the president is not available, what two persons are in line to handle those responsibilities?

Prepare a “Who to call” list. List all persons who should be contacted if something occurs by name, with cell, home and office phone numbers. Think: regional volunteers, local volunteers (alumni/ae corporation board leader(s), advisors) college or university administrators, local police/fire.

Have a secondary list of persons to help after the initial calls have been made: grief counselors and sexual assault counselors are examples. The benefit of being at or near a university campus is that these folks are accessible, available and ready to help. If a local alumna/us who is an attorney is agreeable, include that person as a contact.

Make certain that accurate notes from your meeting are taken and that an emergency procedure and contact list are sent out to all officers and involved alumni/ae immediately after the meeting. If a situation occurs, you will want the information in writing and ready to go. Many undergraduate leaders have said, “If only we had compiled this information before it was needed!” during an emergency. Do not add your name to that list. Be prepared.

A good practice: The president collects personal information from each member, including the names of parents, telephone numbers, emails, special medical concerns or information, and any other information that a member will share with the understanding that this information will remain in confidence—that it will not be accessed or used unless needed in an emergency. That information is then kept in a secure place and manner. If a member is involved in a situation that requires medical attention and her or his parents are not available to provide information, at least the president can offer what was provided by the member. In addition, the contact information for parents may be of value to university administrators or law enforcement officials. We recommend that one or two other trusted officers have access to the information or an alumna or alumnus who lives nearby and who can respond quickly.

**Regardless of the situation, circumstances or day or time...it is always better to call your national headquarters or a volunteer. Let them “make the call” as to whether a situation is an emergency or less significant. Someone will be available. They would much rather hear about a situation from you at 3:27 a.m. than receive an 8:01 a.m. telephone call from a reporter asking for a comment about, “The situation involving your chapter at \_\_\_\_.”**

Once a situation has occurred:

Take a breath. You must remain calm, objective, and dispassionate. Remember that the members and pledged members will emulate your example. If you are calm and appropriate, others will be, too. Take charge of the situation and the membership. In times of stress, leaders step forward. Your leadership style is of no consequence here. Simply do the right things, but be a visible leader. Members and even some alumnae/alumni will look to you for guidance.

In some situations, there is a very real concern that a reaction from some members may further compound the felony—that they will make things worse. Example: a member is involved in a fight with a member of another organization. Some of your members will want to retaliate. That is precisely why a calm, objective voice and a firm hand—yours—is needed, along with a unified executive council to back you up. Do not allow emotional responses to make a bad situation worse. You and/or other leaders may be required to stand up to the members who want to retaliate. Do so. Do not allow an incident to become a full-blown controversy.

Obtain the facts. Do not allow emotional appeals or, “I heard that \_\_\_\_” to influence your information gathering process. Do not jump to conclusions and don’t allow others to make your decisions for you. Ask the questions—“What did you see? What did you hear?” Separate fact from opinion, hearsay, and speculation.

Once you have the basic facts, use the contact list you compiled at the emergency management meeting. Be prepared for more questions from those whom you contact. Be prepared to tell them, “I don’t have answers to those questions yet but we will”. A good practice: be able to define the situation in one sentence. Example: “A new member was injured at a social event.”

Communicate with members and new members or pledged members as soon as possible. Unorthodox situations call for unorthodox responses from leaders. Most situations occur at night. Therefore, be prepared to call a meeting of all members and all pledged members as soon as possible, even if that is at 3a.m.

**Your national organization may have a different procedure to follow and that will be your guide. If that is not the case, here are some suggestions for these situations:**

It is very important to take control and let your members know that the officers have the situation in hand. In your explanation, be brief, calm, and factual. Do not allow others to speculate or spread rumors. Have a plan in place, even if that is simply a schedule for the next 24 hours.

Emphasize the need for confidentiality and that one person—that may be you or another person—will be the sole and only spokesperson for the chapter. If media coverage is expected or anticipated, ask members and pledged members to refrain from making statements and to refer any and all questions to the spokesperson.

Do not let a well-intentioned member convince you that new members or pledged members should not be at the meeting because, “They will be upset with us.” Rather, demonstrate the confidence that you had in them when you extended a bid or invitation to them to join the chapter. They need to be involved. If they are not, then their confidence in you will erode. To exclude them also sends a very negative message about your choices in recruitment.

**For your meeting:**

First, describe what occurred in a factual manner. Do not speculate or indulge in rumors. Practice rumor control, as in, “You may have heard \_\_\_\_, but that is not what happened.”

Be brief. While some members may have specific questions about what occurred or want to indulge themselves in the same way that motorists slow down to look at an accident, there is no need to provide a detailed outline. Ask for confidentiality. “What is said here stays here.” That is especially important in terms of other students on your campus.

Identify your spokesperson. Any...and we mean any...inquiries are to be directed to that person and that person only. No one else is to say anything on behalf of the chapter to anyone. That friendly person sitting next to you in class may be a reporter for the campus paper. “Off the record” doesn’t work in movies and it does not work in real life.

The same confidentiality applies to email, list serves, Facebook, et al. In fact, the written word may be more damaging to the chapter. “Delete” does not delete. The words remain and can be accessed by energetic attorneys. Best approach: you cannot misquote silence or use it in a lawsuit.

Set the schedule for the next few days. Tell members to plan on interruptions...quick changes....perhaps the cancellation of an event. Depending upon the circumstances, operations may be suspended. Ask for patience, understanding, and brotherhood or sisterhood.

Finally, reiterate three key points:

- 1) Things will probably become more complicated before they become better;
- 2) Direct all inquires to your spokesperson;
- 3) Respect the brotherhood or sisterhood by keeping the situation within the chapter.

Remember that there is a difference between a spokesperson for the chapter and the primary or key contact person for the chapter. For purposes of your national organization volunteers and staff members, alumnae/alumni, college or university administrators and parents, the president of the chapter is the primary or key contact person, unless you choose to delegate that authority to someone else. The president is also the person who will represent the chapter at meetings and hearings. Finally, the president is also the person who will be expected to prepare and submit reports. You may have assistance from others, but in most cases the ultimate responsibility is yours. Be prepared for these responsibilities.

Identify a spokesperson and make sure that everyone knows who that person is and how to reach them. If you identified a spokesperson at your planning retreat, then all you need to do is to share the contact information. As president, you do not have to be the spokesperson. Some presidents prefer to have a local alumna or alumnus speak for the chapter, while others defer to the national headquarters staff or a volunteer. Regardless of who speaks for the chapter, that person should:

- Be accessible by telephone to media representatives and others
- Understand that a brief, factual written press release can be of great value
- Be polite, professional and appropriate at all times
- Understand that, “No comment” is arguably the worst comment to make
- Understand that there are others affiliated with the organization and the institution who can assist

**Meet with the members and pledged members as often as necessary under the circumstances. Trust your sense of what is right and needed. And ask for help from volunteers, your headquarters staff, and alumni/alumnae.**

### **Special Situations**

IF A MEMBER IS INJURED, BECOMES SERIOUSLY ILL OR DIES. Do not notify parents or other family members. Leave notification of the parents to the professionals—law enforcement, medical staff, or university administrators.

These situations do require immediate notification of the appropriate inter/national headquarters staff member and/or volunteers. They can advise you as to the appropriate response(s) to a situation.

IF A MEMBER ATTEMPTS SUICIDE. In the case of a suicide attempt, with or without serious injury, do not assemble your members or call parents. These situations are extremely difficult and sensitive and often involve privacy issues. Immediately contact your inter/national headquarters or appropriate volunteer and ask for guidance.

## **Chapter Discussion Worksheet: Our Chapter's Responses**

**Together as the leadership and advising team to the chapter, discuss the following questions. This will provide you with an understanding of the preparedness of the chapter for a crisis.**

### **Common Emergencies:**

- Personal injury
- Mental/physical health issue
- Eating disorder
- Legal
- Fire
- Property damage
- Automobile accident
- Risk management issue
- Natural disaster
- Suicide/Death

**Who is the crisis management leader in each case?**

**What are the critical elements of a crisis plan in the event of an emergency?**

**Who should be contacted?**

First:

Second:

Third:

## **Eight Steps to Discuss for Crisis Management Planning**

### **1. Define the Crisis**

- Obtain clarity and understanding
- Be as specific as possible
- Reach an agreement that the crisis being defined is really the problem

### **2. Gather Information**

- Discuss the issues and concerns related to the crisis

### **3. Diagnose and Analyze the Causes**

- Brief your VIPs (determine who these individuals are)
- Perform a focused analysis
- Select areas of chapter management/programming for modification based on the analysis

### **4. Propose Solutions**

- Brainstorm and make a list of as many alternative solutions as possible

### **5. Discuss the Solutions**

- Evaluate the merits of each alternative solution
- Rank alternative solutions from most desirable to least desirable

### **6. Decide on a Solution or a Series of Solutions**

- Choose a solution that seems feasible, i.e., has potential for success
- Choose a solution that the chapter can actually implement

### **7. Plan Action Steps**

- List detailed steps for implementing solutions
- Plan specific steps that you as individuals can take

### **8. Evaluation**

- Evaluate our way of working together
- Express your feelings and opinions about the way you are working together
- Plan ways in which you can improve your chapter leadership/advising relationships

**Emergency Phone Numbers to  
Post in the Chapter Facility**

	NAME	PHONE NUMBER
<b>EMERGENCY</b>		<b>911</b>
Campus Police		
City Police		
Fire Department		
Campus Counseling Service		
Chapter President		
Room		
Cell		
Work		
Chapter Advisor		
Home		
Work		
Cell		
Inter/National Headquarters		
Campus Fraternity/Sorority Professional		



# **Code of Massachusetts Regulations**

105 CMR: DEPARTMENT OF PUBLIC HEALTH

105 CMR 410.000: MINIMUM STANDARDS OF FITNESS FOR HUMAN HABITATION (STATE  
SANITARY CODE, CHAPTER II)

Section

- 410.001: Purpose
- 410.002: Authority
- 410.003: Citation
- 410.010: Scope
- 410.020: Definitions
- 410.100: Kitchen Facilities
- 410.150: Washbasins, Toilets, Tubs and Showers
- 410.151: Shared Facilities
- 410.152: Privies and Chemical Toilets Prohibited; Exceptions
- 410.180: Potable Water
- 410.190: Hot Water
- 410.200: Heating Facilities Required
- 410.201: Temperature Requirements
- 410.202: Venting
- 410.250: Habitable Rooms Other than Kitchen -- Natural Light and Electrical Outlets
- 410.251: Kitchen Lighting and Electrical Outlets
- 410.252: Bathroom Lighting and Electrical Outlets
- 410.253: Light Fixtures Other than in Habitable Rooms or Kitchens
- 410.254: Light in Passageways, Hallways, and Stairways
- 410.255: Amperage
- 410.256: Temporary Wiring
- 410.257: Light Obstructions
- 410.258: Exemption of Dwellings More than 600 Feet from Electrical Service
- 410.280: Natural and Mechanical Ventilation
- 410.281: Ventilation Shut-off
- 410.300: Sanitary Drainage System Required
- 410.350: Plumbing Connections
- 410.351: Owner's Installation and Maintenance Responsibilities
- 410.352: Occupant's Installation and Maintenance Responsibilities
- 410.353: Asbestos Material
- 410.354: Metering of Electricity, Gas and Water
- 410.400: Minimum Square Footage
- 410.401: Ceiling Height
- 410.402: Grade Level
- 410.430: Temporary Housing Allowed Only with Board of Health Permission
- 410.431: Any Exceptions to Minimum Standards Must Be Specified
- 410.450: Means of Egress
- 410.451: Egress Obstructions
- 410.452: Safe Condition
- 410.480: Locks
- 410.481: Posting of Name of Owner
- 410.482: Smoke Detectors and Carbon Monoxide Alarms
- 410.483: Auxiliary Emergency Lighting Systems, and Exit Signs
- 410.484: Building Identification
- 410.500: Owner's Responsibility to Maintain Structural Elements
- 410.501: Weathertight Elements
- 410.502: Use of Lead Paint Prohibited
- 410.503: Protective Railings and Walls
- 410.504: Non-absorbent Surfaces
- 410.505: Occupant's Responsibility Respecting Structural Elements
- 410.550: Extermination of Insects, Rodents and Skunks
- 410.551: Screens for Windows
- 410.552: Screens for Doors
- 410.553: Installation of Screens
- 410.600: Storage of Garbage and Rubbish

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

Section: continued

- 410.601: Collection of Garbage and Rubbish
- 410.602: Maintenance of Areas Free from Garbage and Rubbish
- 410.620: Curtailment Prohibited
- 410.700: Inspectors Duty to Classify Violations
- 410.750: Conditions Deemed to Endanger or Impair Health or Safety
- 410.800: General Administration
- 410.810: Access for Repairs and Alterations
- 410.820: Inspection Upon Request
- 410.821: Inspection Form
- 410.822: Conduct of Inspections
- 410.830: Correction Orders
- 410.831: Dwellings Unfit for Human Habitation; Hearing; Condemnation; Order to Vacate; Demolition
- 410.832: Content of Orders
- 410.833: Service of Orders
- 410.840: Variances
- 410.850: Right to Hearing
- 410.851: Hearing Notice
- 410.852: Time for Hearing
- 410.853: Hearing Procedures
- 410.854: Final Decision After Hearing; Failure to Comply with Final Order
- 410.855: Official Hearing Review
- 410.860: Appeal of Final Decision
- 410.900: Penalties for Interference with Inspections
- 410.910: Penalty for Failure to Comply with Order
- 410.920: Penalty for Other Offenses
- 410.950: Condemnation, Placarding and Vacating Dwellings
- 410.960: Correction of Violations by Board of Health; Expenses
- 410.990: Appendix: Forms

### 410.001: Purpose

The purposes of 105 CMR 410.000 are to protect the health, safety and well-being of the occupants of housing and of the general public, to facilitate the use of legal remedies available to occupants of substandard housing, to assist boards of health in their enforcement of this code and to provide a method of notifying interested parties of violations of conditions which require immediate attention.

### 410.002: Authority

105 CMR 410.000 is adopted under authority of M.G.L. c. 111, §§ 3 and 127A.

### 410.003: Citation

105 CMR 410.000 shall be known, and may be cited, as 105 CMR 410.000: *State Sanitary Code Chapter II: Minimum Standards of Fitness for Human Habitation*.

### 410.010: Scope

(A) No person shall occupy as owner-occupant or let to another for occupancy any dwelling, dwelling unit, mobile dwelling unit, or rooming unit for the purpose of living, sleeping, cooking or eating therein, which does not comply with the requirements of 105 CMR 410.000.

(B) The provisions of 105 CMR 410.000 shall not apply to any dwelling which:

- (1) is located on a campground that is being operated in compliance with 105 CMR 420.000, 105 CMR 430.000, or 310 CMR 14.00; or
- (2) is otherwise required to conform with standards of fitness for human habitation elsewhere existing in the State Sanitary Code; or
- (3) is used exclusively as a civil defense shelter.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.010: continued

(C) Nothing contained herein shall be construed to limit or otherwise restrict any person from seeking judicial relief in a court of competent jurisdiction notwithstanding any hearing, proceeding or other administrative remedy set forth in 105 CMR 410.000.

### 410.020: Definitions

Asbestos means:

- (1) chrysotile, amosite, crocidolite; or
- (2) in fibrous form, tremolit-asbestos, anthophyllite-asbestos, or actinolite-asbestos.

Asbestos Material means asbestos or any material containing asbestos.

Board of Health means the appropriate and legally designated health authority of the city, town, county, or other legally constituted governmental unit within the Commonwealth having the usual powers and duties of the board of health of a city or town, or his or its authorized agent or representative.

Chronic Dampness means the regular and/or periodic appearance of moisture, water, mold or fungi.

Compliance means meeting all the requirements of 105 CMR 410.000. It shall also mean correcting any violations of 105 CMR 410.000 in a work-personlike fashion and restoring all parts of the dwelling, or unit thereof, to the condition they were in before occurrence of any such violations. Compliance shall also mean in those cases where licenses or permits are required to perform work necessary to correct the violations, such as, but not limited to building, plumbing and wiring that the appropriate official certifies that the work has been completed in accordance with applicable laws and regulations.

Compostable Material means an organic material excluding waste water treatment residuals which has the potential to be composted and which is pre-sorted and is not contaminated by significant amounts of toxic substances, as those terms are or may be defined by 310 CMR 19.00: *Solid Waste Management*.

Composting means a process of accelerated biodegradation and stabilization of organic material under controlled conditions yielding a product which can safely be used, as those terms are or may be defined by 310 CMR 19.00: *Solid Waste Management*.

A Condition Making a Unit Unfit for Human Habitation is a condition meeting the standard set forth in the Massachusetts General Laws under which a board of health may justify closing down, condemning, or demolishing a dwelling or dwelling unit. It shall mean a violation which poses such immediate harm or threat of harm to an occupant or to the public that other legal remedies cannot be reasonably expected to bring about removal of the condition with sufficient speed to prevent the serious harm or injury to the occupants or to the public.

A Condition Which May Endanger or materially impair the health or safety and wellbeing of an occupant means the existence of a condition, listed in 105 CMR 410.750 or any other condition so certified by the board of health to be a violation, which may expose or subject to harm, the health or safety, and the well-being of an occupant or the public.

Dwelling means every building or shelter including but not limited to rooming houses and temporary housing used or intended for human habitation and every other structure or condition located within the same lot line whose existence causes or is likely to effect noncompliance with the provisions of 105 CMR 410.000.

Dwelling Unit means the room or group of rooms within a dwelling used or intended for use by one family or household for living, sleeping, cooking and eating. Dwelling unit shall also mean a condominium unit.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.020: continued

Entry Door of a Dwelling means any door of a dwelling which provides access to the common areas of the dwelling from the exterior of the dwelling except that when there are two doors which enclose an entryway between the common areas of the dwelling and the exterior of the dwelling it shall mean either of the doors.

Entry Door of a Dwelling Unit means any door of a dwelling unit which provides access to the common areas of the dwelling or access to the outside of the dwelling.

Exterior Openable Window means any window designed and installed to open which opens to the common interior areas of the dwelling or to the outside of the dwelling.

Exterminate means to eliminate insects and rodents.

Garbage means the animal, vegetable or other organic waste resulting from the handling, preparing, cooking, consumption or cultivation of food, and containers and cans which have contained food unless such containers and cans have been cleaned or prepared for recycling.

Habitable Room means every room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding rooms containing toilets, bathtubs or showers and excluding laundries, pantries, foyers, communicating corridors, closets and storage spaces.

Historic building means any building covered by 105 CMR 410.000 which meets the definition of historic building as defined in 780 CMR 3409.0.

Infestation means the recurrent presence of insects and/or rodents.

Legal remedy means any common law and other rights guaranteed by judicial decision, or the laws or regulations of the Commonwealth of Massachusetts which are intended to protect the rights and interests of the occupants affected by violations of 105 CMR 410.000 whether such provision authorizes an affirmative civil action, criminal penalties, a defense to an action or claim by another.

Means of Egress means a continuous and unobstructed path of travel from any point in a dwelling to an abutting public way (See 780 CMR 1002.0).

Mobile Dwelling Unit means a dwelling unit built on a chassis and containing electrical, plumbing, and sanitary facilities and designed to be installed on a temporary or permanent foundation for permanent living quarters.

Occupant means every person living or sleeping in a dwelling.

Owner means every person who alone or severally with others:

- (1) has legal title to any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park; or
- (2) has care, charge or control of any dwelling, dwelling unit, mobile dwelling unit or parcel of land, vacant or otherwise, including a mobile home park, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
- (3) is a mortgagee in possession of any such property; or
- (4) is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or
- (5) is an officer or trustee of the association of unit owners of a condominium. Each such person is bound to comply with the provisions of these minimum standards as if he were the owner. Owner also means every person who operates a rooming house.

Person means every individual, partnership, corporation, firm, association, or group, including a city, town, county or other governmental unit, owning property or carrying on an activity regulated by 105 CMR 410.000.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.020: continued

Provide means to supply and pay for.

Representative or Occupant's Representative means any adult person designated and duly authorized to act on the occupant's behalf, including, but not limited to, any person or group designee from a tenant's organization or other community group.

Rooming House means every dwelling or part thereof which contains one or more rooming units in which space is let or sublet for compensation by the owner or operator to four or more persons not within the second degree of kindred to the person compensated. Boarding houses, hotels, inns, lodging houses, dormitories and other similar dwelling places are included, except to the extent that they are governed by stricter standards elsewhere created; provided that the provisions of 105 CMR 410.000 shall not apply to any hospital, sanitorium, convalescent or nursing home, infirmary or boarding home for the aged licensed by the Department of Public Health in accordance with the provisions of M.G.L. c. 111, § 51 or 71.

Rooming Unit means the room or group of rooms let to an individual or household for use as living and sleeping quarters but not for cooking, whether or not common facilities for cooking are made available; provided, that cooking facilities shall not be deemed common if they can be reached only by passing through any part of the dwelling unit or rooming unit of another.

Rubbish means combustible and noncombustible waste materials, except garbage, and includes but is not limited to such material as paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, grass clippings, tin cans, metals, mineral matter, glass, crockery, dust, and the residue from the burning of wood, coal, coke and other combustible materials.

Stairway means any group of stairs consisting of three or more risers.

Temporary Housing means any tent, mobile dwelling unit, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utility system on the same premises for more than 30 days.

Use Group R-3 means all buildings arranged for occupancy as one or two family dwelling units, including not more than five lodgers per family and multiple single family dwellings where each unit has an independent means of egress and is separated by a two-hour fire separation assembly.

Exceptions:

- (1) In multiple single-family dwellings that are equipped throughout with an approved sprinkler system installed in accordance with 780 CMR 906.2.1 or 906.2.2, the fire resistance rating of the dwelling unit separation shall not be less than one hour. Dwelling unit separation wall shall be constructed as fire partitions.
- (2) In multiple single-family dwellings that are equipped throughout with an approved automatic sprinkler system installed in accordance with 780 CMR 906.2.3, a two hour fire separation assembly shall be provided between each pair of dwelling units. The fire resistance rating between each dwelling unit shall not be less than one hour and shall be constructed as a fire partition (780 CMR 310.5).

Use Group R-4 means all detached one and two family dwellings not more than three stories in height and all accessory structures (780 CMR 310.6).

Violation means any condition in a dwelling, dwelling unit, mobile dwelling unit, or rooming house or upon a parcel of land which fails to meet any requirement of 105 CMR 410.000.

Water Conservation Device means for all showers, shower stalls, shower compartments or shower baths, a low-flow showerhead which shall have a maximum flow rate not exceeding 2½ gallons of water per minute, for all faucets a maximum flow rate not exceeding two and 2/10 gallons of water per minute and for all water closets, ultra-low-flush water closets not exceeding one and 6/10 gallons of water per flush, contained within a dwelling unit.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.020: continued

Water Submetering means the use of a meter by an owner who receives water from a water company, as defined in M.G.L. c. 186, § 22, which meter measures water supplied to a dwelling unit to enable the owner to charge the tenant of the dwelling unit separately for water usage, or which meter measures water supplied to a common area.

### 410.100: Kitchen Facilities

(A) Every dwelling unit, and every rooming house where common cooking facilities are provided, shall contain suitable space to store, prepare and serve foods in a sanitary manner. The owner shall provide within this space:

- (1) A kitchen sink of sufficient size and capacity for washing dishes and kitchen utensils; and
- (2) a stove and oven in good repair (*see* 105 CMR 410.351) except and to the extent the occupant is required to do so under a written letting agreement; and
- (3) space and proper facilities for the installation of a refrigerator.

(B) The facilities required in 105 CMR 410.100(A) shall have smooth and impervious surfaces and be free from defects that make them difficult to keep clean, or creates an accident hazard.

### 410.150: Washbasins, Toilets, Tubs, and Showers

The owner shall provide no less than the following:

(A) For each dwelling unit:

- (1) A toilet with a toilet seat in a room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room.
- (2) A wash basin in the same room as the toilet, or if the wash basin cannot be placed in the same room as the toilet, it shall be placed in close proximity to the door leading directly into the room in which the toilet is located. The kitchen sink may not be substituted for the wash basin required in 105 CMR 410.150(A).
- (3) A bathtub or shower in the same room as the toilet or in another room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room.
- (4) Each room which contains a toilet, bathtub or shower shall be fitted with a door which is capable of being closed.

(B) For no more than each eight occupants of rooming units and rooming houses who are not otherwise provided with these facilities, in a room not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room:

- (1) One toilet with a toilet seat and wash basin in the same room; provided, that where more than one toilet is required in any toilet room used exclusively by males, urinals may be substituted for up to ½ of the total number of toilets required, on the basis of one urinal substituted for one toilet; and
- (2) One shower or bathtub in the same room as the toilet and wash basin or in another room not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room.
- (3) In a room with more than one toilet, each toilet shall be separated by walls or partitions which afford privacy.

(C) Toilet, bathtub and shower facilities as required in 105 CMR 410.150(A) and 410.150(B) shall be accessible from within the building and shall be so placed as not to require passing through any part of another dwelling unit or rooming unit.

(D) The fixtures as required in 105 CMR 410.150(A) and 410.150(B) shall have smooth and impervious surfaces and be free from defects which make them difficult to keep clean, or create an accident hazard.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.151: Shared Facilities

The owner of any dwelling in which any toilet, wash basin, shower or bathtub is to be shared by the occupants of more than one dwelling unit or one rooming unit shall maintain that toilet, wash basin, shower, bathtub, walls and floors in a clean and sanitary condition, which shall include the cleaning and sanitizing of said fixtures at least once every 24 hours.

### 410.152: Privies and Chemical Toilets Prohibited; Exceptions

No privy or chemical toilet shall be constructed or continued in use; provided, that the board of health may approve in writing the construction or continued use of any privy or chemical toilet which it determines will not (a) endanger the health of any person; or (b) cause objectionable odors or other undue annoyance. When so approved, a privy or chemical toilet may, subject to written authorization of the board of health in accordance with 310 CMR 15.00, qualify as a toilet within the requirements of 105 CMR 410.150(A) (*see* 105 CMR 410.840).

In no event may a privy be located within 30 feet of any building used for sleeping or eating, or of any lot line or street.

### 410.180: Potable Water

The owner shall provide, for the occupant of every dwelling, dwelling unit, and rooming unit, a supply of potable water sufficient in quantity and pressure to meet the ordinary needs of the occupant, connected with the public water supply system, or with any other source that the board of health has determined does not endanger the health of any potential user. (*See* 105 CMR 410.350 through 410.352).

In dwellings that are in compliance with the requirements of M.G.L. c. 186, § 22, the owner may charge the occupants for actual water usage in accordance with M.G.L. c. 186, § 22. An owner may not shut off or refuse water service to an occupant on the basis that the occupant has not paid a separately assessed water usage charge.

Examination of the water system shall include an examination of the plumbing system and its actual performance. If possible, such examination shall occur at the times and under such conditions as the occupant has identified the system as being insufficient.

### 410.190: Hot Water

The owner shall provide and maintain in good operating condition the facilities capable of heating water. The owner shall also provide the hot water for use at a temperature of not less than 110°F (43° C) and in a quantity and pressure sufficient to satisfy the ordinary use of all plumbing fixtures which normally need hot water for their proper use and function, unless and to the extent the occupant is required to provide fuel for the operation of the facilities under a written letting agreement. The hot water shall not exceed 130°F (54° C).

Inspection of the hot water system shall include an examination of the hot water system and its actual performance. If possible, such examination shall occur at the times and under such conditions as the occupant has identified the system to be insufficient.

### 410.200: Heating Facilities Required

(A) The owner shall provide and maintain in good operating condition the facilities for heating every habitable room and every room containing a toilet, shower or bathtub to such temperature as required under 105 CMR 410.201.

(B) Portable space heaters, parlor heaters, cabinet heaters, room heaters and any similar heaters having a barometric fed fuel control and its fuel supply tank located less than 42 inches from the center of the burner as well as the type of heating appliance adapted for burning kerosene, range oil or number one fuel oil and any portable wick type space heaters shall not be used and shall not meet the requirements of 105 CMR 410.200. (*See* M.G.L. c. 148, §§ 5A and 25B.)

410.201: Temperature Requirements

The owner shall provide heat in every habitable room and every room containing a toilet, shower, or bathtub to at least 68°F (20° C) between 7:00 A.M. and 11:00 P.M. and at least 64°F (17° C) between 11:01 P.M. and 6:59 A.M. every day other than during the period from June 15th to September 15th, both inclusive, in each year except and to the extent the occupant is required to provide the fuel under a written letting agreement. The temperature shall at no time exceed 78°F (25° C) during the heating season. The temperature may be read and the requirement shall be met at a height of five feet above floor level on a wall any point more than five feet from the exterior wall. The number of days per year during which heat must be provided in accordance with 105 CMR 410.000 may be increased or decreased through a variance granted in accordance with the provisions of 105 CMR 410.840 notwithstanding the prohibitions of the first clause of the first sentence of 105 CMR 410.840(A).

410.202: Venting

Space heaters and water heaters, except electrical ones, shall be properly vented to a chimney or vent leading to the outdoors.

410.250: Habitable Rooms Other than Kitchen -- Natural Light and Electrical Outlets

The owner shall provide for each habitable room other than a kitchen:

- (A) transparent or translucent glass which admits light from the outdoors and which is equal in area to no less than 8% of the entire floor area of that room.
- (B) two separate wall-type convenience outlets, or one such outlet and one electric light fixture. The outlets shall be placed in practical locations and shall insofar as practicable, be on different walls and at least ten feet apart. (See 105 CMR 410.351.)

410.251: Kitchen Lighting and Electrical Outlets

The owner shall provide for each kitchen:

- (A) one electric light fixture;
- (B) two wall-type convenience outlets located in convenient locations; and
- (C) For each kitchen over 70 square feet, transparent or translucent glass which admits light from the outdoors and which is equal in area to no less than 8% of the entire floor area of that kitchen.

410.252: Bathroom Lighting and Electrical Outlets

The owner shall provide in each room containing a toilet, bathtub, or shower one electric light fixture. (See 105 CMR 410.150(A)(1) and 410.150(B).)

410.253: Light Fixtures Other than in Habitable Rooms or Kitchens

- (A) The owner shall provide and so locate electric light switches and fixtures in good working order so that illumination may be provided for the safe and reasonable use of every laundry, pantry, foyer, hallway, stairway, closet, storage place, cellar, porch, exterior stairway and passageway.
- (B) The owner shall provide working incandescent light bulbs or fluorescent tubes in all required light fixtures in all common areas of any dwelling.

410.254: Light in Passageways, Hallways, and Stairways

- (A) Except as allowed in 105 CMR 410.254(B), the owner shall provide light 24 hours per day so that illumination alone or in conjunction with natural lighting shall be at least one foot candle as measured at floor level, in every part of all interior passageways, hallways, foyers and stairways used or intended for use by the occupants of more than one dwelling unit or rooming unit:

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.254: continued

(B) In a dwelling containing three or fewer dwelling units, the light fixtures used to illuminate a common hallway, passageway, foyer and/or stairway may be wired to the electric service serving an adjacent dwelling unit provided that if the occupant of such dwelling unit is responsible for paying for the electric service to such dwelling unit:

- (1) a written agreement shall state that the occupant is responsible for paying for light in the common hallway, passageway, foyer and/or stairway; and
- (2) the owner shall notify the occupants of the other dwelling units.

410.255: Amperage

The electrical service supplying each dwelling, dwelling unit, rooming house and/or rooming unit shall supply sufficient amperage to meet the reasonable needs of the occupants. Should the amperage be determined to be inadequate it shall be corrected so that it meets the amperage requirements of 527 CMR 12.00: *The Massachusetts Electrical Code*.

410.256: Temporary Wiring

No wiring shall lie under a rug or other floor covering, nor shall any extend through a doorway or other opening in a structural element. No temporary wiring shall be used or made available for use by any owner or occupant; provided, that extension cords which connect portable electric appliances or fixtures to convenience outlets shall not be considered temporary wiring.

410.257: Light Obstructions

If any light obstructing structure is located less than three feet from the outside of and extends to a level above the lower level of the transparent or translucent glass required by 105 CMR 410.250(A) and 410.251(C), that portion so obstructed shall not be included as contributing to the required minimum total glass area.

410.258: Exemption of Dwellings More than 600 Feet from Electrical Service

The provisions of 105 CMR 410.250 through 410.257 regarding the furnishing of electrical facilities shall apply only if a source of electricity is available from power lines within 600 feet of the dwelling.

410.280: Natural and Mechanical Ventilation

The owner shall provide for each habitable room, and room containing a toilet, bathtub or shower, ventilation to the outdoors consisting of:

(A) windows, skylights, doors or transoms in the exterior walls or roofs that can be easily opened to a minimum of 4% of the floor area of that habitable room or room containing a toilet, bathtub or shower, provided, that a skylight which if open exposes the interior of the dwelling to direct rainfall shall not satisfy this requirement; or

(B) Mechanical ventilation capable of exhausting air at the following rates:

<u>Occupancy Classification</u>	<u>Required Air Changes Per Hour</u>
Habitable rooms other than bath, toilet or shower rooms	2
Bath, toilet or shower rooms	5

410.281: Ventilation Shut-off

Each mechanical ventilation system required by 105 CMR 410.280(B) shall be equipped with an readily accessible means for either shut-off or volume reduction, and any other ventilation system shall be equipped with a readily accessible means for shut-off. (See 105 CMR 410.351.)

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.300: Sanitary Drainage System Required

The owner shall provide, for each dwelling, a sanitary drainage system connected to the public sewerage system, provided, that if, because of distance or ground conditions, connection to a public sewerage system is not practicable, the owner shall provide, and shall maintain in a sanitary condition, a means of sewage disposal which is in compliance with 310 CMR 15.00: *Subsurface Disposal of Sanitary Sewage (Title V)*. (See 105 CMR 410.840.)

In dwellings that are in compliance with the requirements of M.G.L. c. 186, § 22, the owner may charge the occupants for the cost of sewer service in accordance with M.G.L. c. 186, § 22.

### 410.350: Plumbing Connections

(A) Every required kitchen sink, wash basin and shower or bathtub shall be connected to the hot and cold water lines of the water distribution system (See 105 CMR 410.180) and to a sanitary drainage system (See 105 CMR 410.300) in accordance with accepted plumbing standards.

(B) Every provided toilet shall be connected to the water distribution system (See 105 CMR 410.180) and to a sanitary drainage system (See 105 CMR 410.300) in accordance with accepted plumbing standards.

### 410.351: Owner's Installation and Maintenance Responsibilities

The owner shall install or cause to be installed, in accordance with accepted plumbing, gasfitting and electrical wiring standards, and shall maintain free from leaks, obstructions or other defects, the following:

(A) all facilities and equipment which the owner is or may be required to provide including, but not limited to, all sinks, washbasins, bathtubs, showers, toilets, waterheating facilities, gas pipes, heating equipment, water pipes, owner installed stoves and ovens, catch basins, drains, vents and other similar supplied fixtures; the connections to water, sewer and gas lines; the subsurface sewage disposal system, if any; all electrical fixtures, outlets and wiring, smoke detectors and carbon monoxide alarms, and all heating and ventilating equipment and appurtenances thereto; and

(B) all owner-installed optional equipment, including but not limited to, refrigerators, dishwashers, clothes washing machines and dryers, garbage grinders, and submetering devices designed to measure the usage of electricity, gas or water.

### 410.352: Occupant's Installation and Maintenance Responsibilities

(A) The occupant shall install in accordance with accepted plumbing, heating, gas fitting, and electrical wiring standards, and shall maintain free from leaks, obstructions and other defects, all occupant owned and installed equipment such as, but not limited to, refrigerators, clothes washing machines and dryers, dishwashers, stoves, garbage grinders and electrical fixtures.

(B) Every occupant of a dwelling unit shall keep all toilets, wash basins, sinks, showers, bathtubs, stoves, refrigerators and dishwashers in a clean and sanitary condition and exercise reasonable care in the proper use and operation thereof.

### 410.353: Asbestos Material

Every owner shall maintain all asbestos material in good repair, and free from any defects including, but not limited to, holes, cracks, tears or any looseness which may allow the release of asbestos dust, or any powdered, crumbled or pulverized asbestos material. Every owner shall correct any violation of 105 CMR 410.353 in accordance with the regulations of the Department of Environmental Protection appearing at 310 CMR 7.00 and in accordance with the regulations of the Department of Labor and Workforce Development appearing at 453 CMR 6.00.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.354: Metering of Electricity, Gas and Water

- (A) The owner shall provide the electricity and gas used in each dwelling unit unless
- (1) Such gas or electricity is metered through a meter which serves only the dwelling unit or other area under the exclusive use of an occupant of that dwelling unit, except as allowed by 105 CMR 410.254(B); and
  - (2) A written letting agreement provides for payment by the occupant.
- (B) If the owner is required, by 105 CMR 410.000 or by a written letting agreement consistent with 105 CMR 410.000, to pay for the electricity or gas used in a dwelling unit, then such electricity or gas may be metered through meters which serve more than one dwelling unit.
- (C) If the owner is not required to pay for the electricity or gas used in a dwelling unit, then the owner shall install and maintain wiring and piping so that any such electricity or gas used in the dwelling unit is metered through meters which serve only such dwelling unit, except as allowed by 105 CMR 410.254(B).
- (D) If the owner intends to separately bill the occupant for water or sewer services in accordance with the provisions of M.G.L. c. 186, § 22, then the owner must be in compliance with all requirements of M.G.L. c. 186, § 22, including, but not limited to:
- (1) Installing and maintaining, when necessary, a water submetering device that measures only water that is supplied for the exclusive use of the particular dwelling unit and only to an area within the exclusive possession and control of the occupant of such dwelling unit;
  - (2) Installing, or causing to be installed, water conservation devices on all showers, faucets, and toilets in the dwelling unit;
  - (3) Having a written letting agreement with the occupant that describes the details of the water submetering and water billing arrangements; and
  - (4) Filing a certificate, on a form provided by the Department of Public Health, with the Board of Health or other appropriate municipal agency charged with enforcing the State Sanitary Code, and signed by the owner under the pains and penalties of perjury, that the dwelling unit is in compliance with M.G.L. c. 186, § 22. The owner shall have a licensed plumber sign the certificate certifying that the water submetering devices and ultra-low-flush toilets have been installed in accordance with accepted plumbing standards and the requirements of M.G.L. c. 186, § 22, and shall attach appropriate documentation to verify the services provided by the licensed plumber. The owner shall also provide a copy of the certificate to the occupants of each dwelling unit with the written letting agreement that describes the details of the water submetering and water billing arrangements.
- (E) The owner shall allow occupants to have access to any water submeters that affect their dwelling unit in order to ensure that such submeters are functioning properly.

### 410.355: Provision of Oil

The owner shall provide the oil used for heating and/or hot water in each dwelling unit unless such oil is provided through a separate oil tank which serves only that dwelling unit, provided however, that 105 CMR 410.000 shall only apply to tenancies created or renewed after July 1, 1994.

NON-TEXT PAGE

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.400: Minimum Square Footage

- (A) Every dwelling unit shall contain at least 150 square feet of floor space for its first occupant, and at least 100 square feet of floor space for each additional occupant, the floor space to be calculated on the basis of total habitable room area.
- (B) In a dwelling unit, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space; every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant.
- (C) In a rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least 80 square feet of floor space; every room occupied for sleeping purposes by more than one occupant shall contain at least 60 square feet for each occupant.

### 410.401: Ceiling Height

- (A) No room shall be considered habitable if more than  $\frac{3}{4}$  of its floor area has a floor-to-ceiling height of less than seven feet.
- (B) In computing total floor area for the purpose of determining maximum permissible occupancy, that part of the floor area where the ceiling height is less than five feet shall not be considered.

### 410.402: Grade Level

No room or area in a dwelling may be used for habitation if more than  $\frac{1}{2}$  of its floor-to-ceiling height is below the average grade of the adjoining ground and is subject to chronic dampness.

### 410.430: Temporary Housing Allowed Only with Board of Health Permission

No temporary housing may be used except with the written permission of the board of health.

### 410.431: Any Exceptions to Minimum Standards Must Be Specified

All temporary housing shall be subject to the requirements of these minimum standards, except as the board of health may provide in its written permission. (*See* 105 CMR 410.840.)

### 410.450: Means of Egress

Every dwelling unit, and rooming unit shall have as many means of exit as will allow for the safe passage of all people in accordance with 780 CMR 104.0, 105.1, and 805.0 of the Massachusetts State Building Code.

### 410.451: Egress Obstructions

No person shall obstruct any exit or passageway. The owner is responsible for maintaining free from obstruction every exit used or intended for use by occupants of more than one dwelling unit or rooming unit. The occupant shall be responsible for maintaining free from obstruction all means of exit leading from his unit and not common to the exit of any other unit.

### 410.452: Safe Condition

The owner shall maintain all means of egress at all times in a safe, operable condition and shall keep all exterior stairways, fire escapes, egress balconies and bridges free of snow and ice, provided, however, in those instances where a dwelling has an independent means of egress, not shared with other occupants, and a written letting agreement so states, the occupant is responsible for maintaining free of snow and ice, the means of egress under his or her exclusive use and control. All corrodible structural parts thereof shall be kept painted or otherwise protected against rust and corrosion. All wood structural members shall be treated to prevent rotting and decay. Where these structural elements tie directly into the building structural system, all joints shall be sealed to prevent water from damaging or corroding the structural elements.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.480: Locks

The owner shall provide, install and maintain locks so that:

- (A) Every dwelling unit shall be capable of being secured against unlawful entry.
- (B) Every door of a dwelling unit shall be capable of being secured from unlawful entry.
- (C) The main entry door of a dwelling containing more than three dwelling units shall be so designed or equipped so as to close and lock automatically with a lock, including a lock with an electrically-operated striker mechanism, a self-closing door and associated equipment. Every door of the main common entryway and every exterior door into said dwelling, other than the door of such main common entryway which is equipped as provided in the preceding sentence shall be equipped with an operating lock. (M.G.L. c. 143, § 3R.)
- (D) Every entry door of a dwelling unit or rooming unit shall be capable of being secured from unlawful entry.
- (E) Every openable exterior window shall be capable of being secured.
- (F) Locking devices shall comply with the requirements of 780 CMR 1017.4.1 to avoid entrapment in the building.

### 410.481: Posting of Name of Owner

An owner of a dwelling which is rented for residential use, who does not reside therein and who does not employ a manager or agent for such dwelling who resides therein, shall post and maintain or cause to be posted and maintained on such dwelling adjacent to the mailboxes for such dwelling or elsewhere in the interior of such dwelling in a location visible to the residents a notice constructed of durable material, not less than 20 square inches in size, bearing his name, address and telephone number. If the owner is a realty trust or partnership, the name, address and telephone number of the managing trustee or partner shall be posted. If the owner is a corporation, the name, address and telephone number of the president of the corporation shall be posted. Where the owner employs a manager or agent who does not reside in such dwelling, such manager or agent's name, address and telephone number shall also be included in the notice. (See M.G.L. c. 143, § 3S.)

### 410.482: Smoke Detectors and Carbon Monoxide Alarms

- (A) Owners shall provide, install, and maintain in operable condition smoke detectors and carbon monoxide alarms in every dwelling that is required to be equipped with smoke detectors and carbon monoxide alarms in accordance with any provision of the Massachusetts General Laws and any applicable regulations of the State Board of Fire Prevention (527 CMR), State Board of Building Regulations and Standards (780 CMR), or the Board of Examiners of Plumbers and Gas Fitters (248 CMR).
- (B) The board of health shall immediately notify the chief of the local fire department of any violation of 105 CMR 410.482 which is observed during an inspection of any dwelling.
- (C) If any dwelling is found by the local fire department to be adequately equipped with smoke detectors and carbon monoxide alarms, the board of health shall not be authorized by 105 CMR 410.482 to impose any additional or differing smoke detector or carbon monoxide alarm requirement beyond that which has been found sufficient by the local fire department.

### 410.483: Auxiliary Emergency Lighting Systems and Exit Signs

The owner of every multiple dwelling of ten or more units shall provide such dwelling with an auxiliary emergency lighting system independent of the conventional lighting system, and with lighted signs indicating both a primary and secondary means of egress, by a diagram or signal so as to assure recognition by all persons regardless of their English speaking ability. Such lighting system signs shall be maintained in good working order in compliance with any applicable regulations promulgated by the Commissioner of Public Safety (See 780 CMR 1023.0, 780 CMR 1024.0 and M.G.L. c.143, § 21D).

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.484: Building Identification

The owner shall affix to every building covered by 105 CMR 410.000, a number representing the address of such building. The number shall be of a nature and size and shall be situated on the building so that, to the extent practicable, it is visible from the nearest street providing vehicular access to such building (M.G.L. c. 148, § 59).

### 410.500: Owner's Responsibility to Maintain Structural Elements

Every owner shall maintain the foundation, floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of his dwelling so that the dwelling excludes wind, rain and snow, and is rodent-proof, watertight and free from chronic dampness, weathertight, in good repair and in every way fit for the use intended. Further, he shall maintain every structural element free from holes, cracks, loose plaster, or other defect where such holes, cracks, loose plaster or defect renders the area difficult to keep clean or constitutes an accident hazard or an insect or rodent harborage.

### 410.501: Weathertight Elements

- (A) A window shall be considered weathertight only if:
- (1) all panes of glass are in place, unbroken and properly caulked; and
  - (2) the window opens and closes fully without excessive effort; and
  - (3) exterior cracks between the prime window frame and the exterior wall are caulked; and
  - (4) one of the following conditions is met:
    - (a) a storm window is affixed to the prime window frame, with caulking installed so as to fill exterior cracks between the storm window frame and the prime window frame; or
    - (b) weatherstripping is applied such that the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash, in the case of double hung windows and 1/32 inch in the case of casement windows; or
    - (c) the window sash is sufficiently well-fitted such that, without weatherstripping, the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash in the case of double hung windows and 1/32 inch in the case of casement windows.
- (B) An exterior door or a door leading from a dwelling unit to a common passageway shall be considered to be weathertight only if:
- (1) all panes of glass are in place, unbroken and properly caulked; and
  - (2) the door opens and closes fully without excessive effort; and
  - (3) exterior cracks between the prime door frame and the exterior wall are caulked; and
  - (4) one of the following conditions is met:
    - (a) a storm door is affixed to the prime door frame, with caulking installed so as to fill exterior cracks between the storm door frame and the prime door frame; or
    - (b) weatherstripping is applied such that the space between the door and the prime door frame is no larger than 1/16 inch at any point on the perimeter of the door or
    - (c) the door is sufficiently well-fitted such that, without weather-stripping, the space between the door and the prime door frame is no larger than 1/16 inch at any point on the sides of the door or \_ inch at any point on the top or bottom of the door.
- (C) A wall, floor, ceiling or other structural element shall be considered weathertight only if all cracks and spaces not part of heating, ventilating or air conditioning systems are caulked or filled in as to prevent infiltration of exterior air or moisture.

### 410.502: Use of Lead Paint Prohibited

No paint that contains lead shall be used in painting any surface of any dwelling. (See 105 CMR 460.000.)

### 410.503: Protective Railings and Walls

The owner of all dwellings shall provide:

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.503: continued

- (A) A safe handrail for every stairway that is used or intended for use by the occupant as required by 780 CMR: Massachusetts State Building Code.
- (B) A wall or guardrail on the open side of all stairways no less than 30 inches in height. Any such guardrail replaced or constructed after August 28, 1997 (effective date of Massachusetts State Building Code, Sixth Edition) shall be not less than 34 inches in height (780 CMR 1022.2.2 and 3603.14.2.1).
- (C) A wall or guardrail at least 36 inches in height, enclosing every porch, balcony, mezzanine, landing, roof or similar place, which is 30 inches or more above the ground and that is used or intended for use by the occupants. Any such wall or guardrail for other than Use Group R-4 and along opens sided floor areas, mezzanines and landings in occupancies in Use Group R-3, replaced or constructed after August 28, 1997, shall not be less than 42 inches in height (780 CMR 102 and 3603.14).
- (D) Between all required guardrails and open handrails, balusters placed at intervals of no more than six inches, or any other ornamental pattern between the guardrail or handrail and floor or stair such that a sphere six inches in diameter can not pass through the opening. Any balusters or ornamental work constructed or replaced after August 28, 1997 shall have no space greater than 4½ inches and in all use groups other than R-4, shall not be constructed as to provide a ladder effect (780 CMR 1021 and 3603.14).

### 410.504: Non-absorbent Surfaces

The owner shall provide:

- (A) On the floor surfaces of every room containing a toilet, shower or bathtub and every kitchen and pantry, a smooth, noncorrosive, nonabsorbent and water proof covering. This shall not prohibit the use of carpeting in kitchens and bathrooms, nor the use of wood in the kitchen, provided they meet the following qualifications:
  - (1) Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below; and
  - (2) Wood flooring must have a water resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.
- (B) On the walls of every room containing a toilet, shower or bathtub up to a height of 48 inches, a smooth noncorrosive, nonabsorbent and waterproof covering.
- (C) On wall areas above built-in bathtubs having installed shower heads and in shower compartments up to height not less than six feet above the floor level, with a smooth, noncorrosive, nonabsorbent waterproof covering. Such wall shall form a watertight joint with each other and with either the tub, receptor or shower floor.

### 410.505: Occupant's Responsibility Respecting Structural Elements

The occupant shall exercise reasonable care in the use of the floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of the dwelling.

### 410.550: Extermination of Insects, Rodents and Skunks

- (A) The occupant of a dwelling containing one dwelling unit shall maintain the unit free from all rodents, skunks, cockroaches and insect infestation, and shall be responsible for exterminating them, provided, however, that the owner shall maintain any screen, fence or other structural element necessary to keep rodents and skunks from entering the dwelling.
- (B) The owner of a dwelling containing two or more dwelling units shall maintain it and its premises free from all rodents, skunks, cockroaches and insect infestation and shall be responsible for exterminating them.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.550: continued

(C) The owner of a rooming house shall maintain it and its premises free from all rodents, skunks, cockroaches and insect infestation, and shall be responsible for exterminating them.

(D) Extermination shall be accomplished by eliminating the harborage places of insects and rodents, by removing or making inaccessible materials that may serve as their food or breeding ground, by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method. All use of pesticides within the interior of a dwelling, dwelling unit, rooming house, or mobile home shall be in accordance with applicable laws and regulations of the Department of Food and Agriculture's Pesticide Board, including those appearing at 333 CMR 13.00, which provide, among other things, that pesticide applicators or their employers must give at least 48 hours pre-notification to occupants of all residential units prior to any routine commercial application of pesticides for the control of indoor household or structural indoor pests.

NON-TEXT PAGE

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.551: Screens for Windows

The owner shall provide screens for all windows designed to be opened on the first four floors opening directly to the outside from any dwelling unit or room unit provided, that in an owner-occupied unit, the owner need provide screens for only those windows used for ventilation. All new or replacement screens shall be of not less than 16 mesh per square inch.

Said screens:

- (1) shall cover that part of the window that is designed to be opened but in no case less than the area as required in 105 CMR 410.280(A); and
- (2) shall be tight fitting as to prevent the entrance of insects and rodents around the perimeter.
- (3) Expandable temporary screens shall not be deemed to satisfy the requirements of 105 CMR 410.551(1) or (2).

### 410.552: Screens for Doors

The owner shall provide a screen door for all doorways opening directly to the outside from any dwelling unit or rooming unit where the screen door will be permitted to slide to the side or open in an outward direction, provided, that in an owner-occupied unit, the owner need provide screens only for those doorways used for ventilation. All new or replacement screens in screen doors shall be of not less than 16 mesh per square inch.

Said screen door:

- (1) shall be equipped with a self-closing device except where the screen is designed to slide to the side; and
- (2) shall be tight-fitting as to prevent the entrance of insects and rodents around the perimeter; and

### 410.553: Installation of Screens

The owner shall provide and install screens as required in 105 CMR 410.551 and 410.552 so that they shall be in place during the period between April first to October 30th, both inclusive, in each year.

### 410.600: Storage of Garbage and Rubbish

(A) Garbage or mixed garbage and rubbish shall be stored in watertight receptacles with tight-fitting covers. Said receptacles and covers shall be of metal or other durable, rodent-proof material. Rubbish shall be stored in receptacles of metal or other durable, rodent-proof material. Garbage and rubbish shall be put out for collection no earlier than the day of collection.

(B) Plastic bags shall be used to store garbage or mixed rubbish and garbage only if used as a liner in watertight receptacles with tight-fitting covers as required in 105 CMR 410.600(A), provided that the plastic bags may be put out for collection except in those places where such practice is prohibited by local rule or ordinance or except in those cases where the Department of Public Health determines that such practice constitutes a health problem. For purposes of the preceding sentence, in making its determination the Department shall consider, among other things, evidence of strewn garbage, torn garbage bags, or evidence of rodents.

(C) The owner of any dwelling that contains three or more dwelling units, the owner of any rooming house, and the occupant of any other dwelling place shall provide as many receptacles for the storage of garbage and rubbish as are sufficient to contain the accumulation before final collection or ultimate disposal, and shall locate them so as to be convenient to the tenant and so that no objectionable odors enter any dwelling.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.600: continued

(D) The occupants of each dwelling, dwelling unit, and rooming unit shall be responsible for the proper placement of his garbage and rubbish in the receptacles required in 105 CMR 410.600(C) or at the point of collection by the owner.

### 410.601: Collection of Garbage and Rubbish

The owner of any dwelling that contains three or more dwelling units, the owner of any rooming house, and the occupant of any other dwelling place shall be responsible for the final collection or ultimate disposal or incineration of garbage and rubbish by means of:

(A) the regular municipal collection system; or

(B) any other collection system approved by the board of health; or

(C) when otherwise lawful, a garbage grinder which grinds garbage into the kitchen sink drain finely enough to ensure its free passage, and which is otherwise maintained in a sanitary condition; or

(D) when otherwise lawful, a garbage or rubbish incinerator located within the dwelling which is properly installed and which is maintained so as not to create a safety or health hazard; or

(E) when otherwise lawful, by backyard composting of compostable material, provided that the composting operation does not attract rodents or other vectors and does not create a nuisance, and provided further that in the case of composting by an occupant, the occupant obtain the prior written permission of the owner.

(F) any other method of disposal which does not endanger any person and which is approved in writing by the board of health. (*See* 105 CMR 410.840.)

### 410.602: Maintenance of Areas Free from Garbage and Rubbish

(A) Land. The owner of any parcel of land, vacant or otherwise, shall be responsible for maintaining such parcel of land in a clean and sanitary condition and free from garbage, rubbish or other refuse. The owner of such parcel of land shall correct any condition caused by or on such parcel or its appurtenance which affects the health or safety, and well-being of the occupants of any dwelling or of the general public.

(B) Dwelling Units. The occupant of any dwelling unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which he exclusively occupies or controls.

(C) Dwellings Containing Less than Three Dwelling Units. In a dwelling that contains less than three dwelling units, the occupant shall be responsible for maintaining in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness the stairs or stairways leading to his dwelling unit and the landing adjacent to his dwelling unit if the stairs, stairways or landing are not used by another occupant.

(D) Common Areas. In any dwelling, the owner shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which is used in common by the occupants and which is not occupied or controlled by one occupant exclusively.

The owner of any dwelling abutting a private passageway or right-of-way owned or used in common with other dwellings or which the owner or occupants under his control have the right to use or are in fact using shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the passageway or right-of-way which abuts his property and which he or the occupants under his control have the right to use, or are in fact using, or which he owns.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.620: Curtailment Prohibited

No owner or occupant shall cause any service, facility, equipment, or utility which is required to be made available by 105 CMR 410.000 to be removed from or shut off from any occupied dwelling except for such temporary period as may be necessary during actual repairs or alterations and where reasonable notice of curtailment of service is given to the occupant, or during temporary emergencies when curtailment of service is approved by the board of health. If any such service or facility that a person is required to provide by 105 CMR 410.000 or has agreed to supply by a written letting agreement becomes curtailed, that person shall take immediate steps to cause its restoration. (See M.G.L. c. 186, § 14.)

### 410.700: Inspectors Duty to Classify Violations

Any one or more of the conditions specified in 105 CMR 410.750, when found to exist in residential premises, shall always be deemed to be conditions which may endanger or materially impair the health or safety, and well-being of an occupant or the public. The conditions specified in 105 CMR 410.750 are specifically not intended as an exhaustive enumeration of such conditions. In addition to the conditions specified in 105 CMR 410.750, the inspector shall determine if any other violations of 105 CMR 410.100 through 410.620, or any other conditions, are conditions which may endanger or materially impair the health or safety, and well-being of an occupant or the public.

### 410.750: Conditions Deemed to Endanger or Impair Health or Safety

The following conditions, when found to exist in residential premises, shall be deemed conditions which may endanger or impair the health, or safety and well-being of a person or persons occupying the premises. This listing is composed of those items which are deemed to always have the potential to endanger or materially impair the health or safety, and well-being of the occupants or the public. Because, 105 CMR 410.100 through 410.620 state minimum requirements of fitness for human habitation, any other violation has the potential to fall within this category in any given specific situation but may not do so in every case and therefore is not included in this listing. Failure to include shall in no way be construed as a determination that other violations or conditions may not be found to fall within this category. Nor shall failure to include affect the duty of the local health official to order repair or correction of such violations pursuant to 105 CMR 410.830 through 410.833 nor shall failure to include affect the legal obligation of the person to whom the order is issued to comply with such order.

- (A) Failure to provide a supply of water sufficient in quantity, pressure and temperature, both hot and cold, to meet the ordinary needs of the occupant in accordance with 105 CMR 410.180 and 410.190 for a period of 24 hours or longer.
- (B) Failure to provide heat as required by 105 CMR 410.201 or improper venting or use of a space heater or water heater as prohibited by 105 CMR 410.200(B) and 410.202.
- (C) Shutoff and/or failure to restore electricity, gas or water.
- (D) Failure to provide the electrical facilities required by 105 CMR 410.250(B), 410.251(A), 410.253 and the lighting in common area required by 105 CMR 410.254.
- (E) Failure to provide a safe supply of water.
- (F) Failure to provide a toilet and maintain a sewage disposal system in operable condition as required by 105 CMR 410.150(A)(1) and 410.300.
- (G) Failure to provide adequate exits, or the obstruction of any exit, passageway or common area caused by any object, including garbage or trash, which prevents egress in case of an emergency 105 CMR 410.450, 410.451 and 410.452.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.750: continued

- (H) Failure to comply with the security requirements of 105 CMR 410.480(D).
- (I) Failure to comply with any provisions of 105 CMR 410.600, 410.601, or 410.602 which results in any accumulation of garbage, rubbish, filth or other causes of sickness which may provide a food source or harborage for rodents, insects or other pests or otherwise contribute to accidents or to the creation or spread of disease.
- (J) The presence of leadbased paint on a dwelling or dwelling unit in violation of 105 CMR 460.000: *Lead Poisoning Prevention and Control*. (See M.G.L c. 111, §§ 190 through 199.)
- (K) Roof, foundation, or other structural defects that may expose the occupant or anyone else to fire, burns, shock, accident or other dangers or impairment to health or safety.
- (L) Failure to install electrical, plumbing, heating and gasburning facilities in accordance with accepted plumbing, heating, gasfitting and electrical wiring standards or failure to maintain such facilities as are required by 105 CMR 410.351 and 410.352, so as to expose the occupant or anyone else to fire, burns, shock, accident or other danger or impairment to health or safety.
- (M) Any defect in asbestos material used as insulation or covering on a pipe, boiler or furnace which may result in the release of asbestos dust or which may result in the release of powdered, crumbled or pulverized asbestos material in violation of 105 CMR 410.353.
- (N) Failure to provide a smoke detector or carbon monoxide alarm required by 105 CMR 410.482.
- (O) Any of the following conditions which remain uncorrected for a period of five or more days following the notice to or knowledge of the owner of said condition or conditions:
  - (1) Lack of a kitchen sink of sufficient size and capacity for washing dishes and kitchen utensils or lack of a stove and oven or any defect that renders either inoperable.
  - (2) Failure to provide a washbasin and shower or bathtub as required in 105 CMR 410.150(A)(2) and 410.150(A)(3) or any defect which renders them inoperable.
  - (3) Any defect in the electrical, plumbing, or heating system which makes such system or any part thereof in violation of generally accepted plumbing, heating, gasfitting, or electrical wiring standards that do not create an immediate hazard.
  - (4) Failure to maintain a safe handrail or protective railing for every stairway, porch balcony, roof or similar place as required by 105 CMR 410.503(A) and 410.503(B).
  - (5) Failure to eliminate rodents, cockroaches, insect infestations and other pests as required by 105 CMR 410.550.
- (P) Any other violation of 105 CMR 410.000 not enumerated in 105 CMR 410.750(A) through (O) shall be deemed to be a condition which may endanger or materially impair the health or safety and well-being of an occupant upon the failure of the owner to remedy said condition within the time so ordered by the board of health.

### 410.800: General Administration

The provisions of 105 CMR 400.000: *State Sanitary Code, Chapter I* shall govern the administration and enforcement of these minimum standards except as supplemented by 105 CMR 410.810 through 410.960.

### 410.810: Access for Repairs and Alterations

Every occupant of a dwelling, dwelling unit, or rooming unit shall give the owner thereof, or his agent or employees, upon reasonable notice, reasonable access, if possible by appointment, to the dwelling, dwelling unit, or rooming unit for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of 105 CMR 410.000.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.820: Inspection Upon Request

The board of health shall inspect a dwelling or dwelling unit upon receipt of a written, oral or telephonic request for inspection regardless of whether the person requesting the inspection has previously notified the owner of the dwelling of the condition(s) within the dwelling. All interior inspections shall be done in the company of the occupant or the occupant's representative.

(A) The board of health shall use its best efforts to schedule and complete an inspection at a time mutually satisfactory to the occupant and the board of health:

- (1) within 24 hours after a receipt of a request when the condition or conditions alleged to exist include one of the following:
  - (a) failure to maintain a supply of water connected with a safe water supply as required in 105 CMR 410.180; or
  - (b) failure to provide heat and to provide or maintain heating facilities in proper condition as required by 105 CMR 410.200 through 410.202; or
  - (c) failure to provide light as required by 105 CMR 410.254 and 410.253; or
  - (d) failure to provide and maintain a sanitary drainage system as required by 105 CMR 410.300; or
  - (e) failure to maintain in safe operating condition any facilities fixtures and systems listed in 105 CMR 410.351; or
  - (f) termination or failure to restore promptly, water, hot water, heat electricity or gas; and
  - (g) failure to maintain exits unobstructed and in a safe condition as required by 105 CMR 410.451 and 410.452; or
  - (h) failure to maintain every entry door of a dwelling or dwelling unit as required by 105 CMR 410.480(B) and 410.480(D); or
  - (i) failure to maintain a dwelling unit free from leaks as required in 105 CMR 410.500; or
  - (j) failure to maintain a porch, balcony, roof or exterior stairway in a safe condition as required in 105 CMR 410.500, 410.503(B), and 410.503(C); or
  - (k) failure to maintain a dwelling or dwelling unit free from rodents, skunks, cockroaches and insect infestation as required by 105 CMR 410.550; or
- (2) within five calendar days after receipt of a request when the condition or conditions alleged to exist does not include any of the violations enumerated in 105 CMR 410.820(A)(1).

(B) The board of health shall keep a record of all requests for inspections in a bound book with numbered pages. The information to be recorded shall include but need not be limited to the name, if given, of the person requesting the inspection, the time and date of each such request, the location of the dwelling, the nature of the alleged violation(s) and the date the inspection is conducted. In lieu of the above, the required records may be maintained within a computer system.

### 410.821: Inspection Form

Each board of health shall adopt and use a printed inspection report form which must include, but need not be limited to, the following:

- (A) specifically labelled spaces for:
  - (1) name of the inspector;
  - (2) the date and time of the inspection or investigation;
  - (3) the location of the dwelling or dwelling unit inspected;
  - (4) the date and time of any scheduled follow-up inspection;
  - (5) a description of the conditions constituting violations;
  - (6) a listing of the specific provisions of 105 CMR 410.000 or other applicable laws, ordinances, by-laws, rules or regulations that appear to be violated;

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.821: continued

(7) a determination by the official inspecting the premises whether the violations are listed in 105 CMR 410.750, and whether the effect of any violation(s) or conditions not listed in 105 CMR 410.750 may endanger or materially impair the health or safety, and well-being of any person(s) occupying the premises.

(8) the signature of the inspector preceded by the following statement: *This inspection report is signed and certified under the pains and penalties of perjury.*

(B) A brief summary of the legal remedies available to the occupant of the affected premises, followed by this statement:

*"The information presented above is only a summary of the law. Before you decide to withhold your rent or take any other legal action, it is advisable that you consult an attorney. If you cannot afford to consult an attorney, you should contact the nearest Legal Services Office which is (name of Legal Services Office), (address), (telephone number)."*

### 410.822: Conduct of Inspections

(A) At the time of the inspection, the inspector shall record all violations if any, and shall complete an inspection report form which conforms to the requirements of 105 CMR 410.821(A) and 410.821(B). If assistance of a specialized inspector, which is not immediately available, is necessary to fully complete the inspection report, such report shall be completed to the fullest extent feasible at the time of the inspection, noting thereon the a reason of possible violations for which a separate inspection by a specialized inspector appears to be necessary. The need for such separate inspection shall in no way delay the normal processing or issuing of orders pursuant to 105 CMR 410.830 through 410.833. The board of health shall use its best efforts to schedule the separate inspection promptly, at a mutually satisfactory time to all individuals involved. A copy of 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II)* shall be made available upon request, free of charge or at a cost which is no greater than the board's own cost for each copy. A copy shall be made available for review at no cost.

(B) Each inspection of a dwelling unit shall include at a minimum the condition alleged to be in violation and all those standards found in 105 CMR 410.750(A) through (O) except as otherwise provided in 105 CMR 410.822(B)(1) through 410.822(B)(4). A violation found in a common area shall be considered as a violation which exists in each unit in the dwelling which may be affected by such violations.

(1) An occupant shall be informed of his/her right to a comprehensive inspection at the start of said inspection. A comprehensive inspection will be carried out if the occupant so requests.

(2) The inspection as required in 105 CMR 410.822(B) shall not be required from September 15 to June 15, inclusive, if the complaint relates solely to the lack of heat pursuant to 105 CMR 410.200 or 410.201, however, a comprehensive inspection will be carried out if the occupant so requests.

(3) Where an inspection reveals a condition or conditions which present such an imminent threat to the life, health or safety of the occupants immediate steps must be taken by the inspector to order compliance, an inspection as required in 105 CMR 410.822(B) may be delayed until after such steps are taken, but such inspection shall be completed in a timely manner.

(4) Where a reinspection is made in order to determine compliance with a previously issued order, the inspection may be sufficient if it includes those items previously identified as violations unless additional violations have been identified in a subsequent complaint.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.822: continued

(C) A verbal or written summary of the conditions noted during the inspection shall be given to the occupant or the occupant's representative at the conclusion of the inspection. Such report shall indicate the need for additional inspection by a specialized inspector, if necessary. If a written report is requested at the time of the inspection, it shall be left with the person making the request.

### 410.830: Correction Orders

If an inspection or examination as provided for in 105 CMR 400.100 (*State Sanitary Code I General Administrative Procedures*) and/or 105 CMR 410.820 (*Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II)*) reveals that a dwelling does not comply with the provisions of 105 CMR 410.000, the board of health or its designated agent shall:

(A) within 12 hours after the inspection order the owner or occupant to make a good faith effort to correct within 24 hours any of the following violations:

- (1) failure to maintain a supply of water connected to a safe water supply as required in 105 CMR 410.180; or
- (2) failure to provide heat and to provide or maintain heating facilities in proper condition as required by 105 CMR 410.200 or 410.201; or
- (3) failure to provide light as required by 105 CMR 410.254; or
- (4) failure to provide and maintain a sanitary drainage system as required by 105 CMR 410.300; or
- (5) failure to maintain in safe operating condition any facilities fixtures and systems listed in 105 CMR 410.351; or
- (6) termination or failure to restore promptly water, hot water, heat, electricity or gas; or
- (7) failure to maintain exits unobstructed as required by 105 CMR 410.451; or
- (8) failure to maintain every entry door of a dwelling unit as required by 105 CMR 410.480(D); or
- (9) failure to maintain a dwelling unit free from leaks as required by 105 CMR 410.500; or
- (10) failure to maintain a porch, balcony, roof or exterior stairway in a safe condition as required by 105 CMR 410.500; or
- (11) failure to maintain a dwelling or dwelling unit free from rodents, skunks, cockroaches and insect infestation as required by 105 CMR 410.550.

(B) within seven days after the inspection order the owner or occupant to begin necessary repairs or contract in writing with a third party within five days for correction of all other violations or conditions listed in 105 CMR 410.750, 410.351 and 410.550 and to make a good faith effort to substantially correct all violations within a period determined by the board of health but not exceeding 30 days.

(C) within five days after the dates for compliance specified in an order issued pursuant to 105 CMR 410.830, the board of health shall make an onsite inspection to determine whether there has been compliance with said order; provided, that said inspection shall be made within 24 hours of the dates for compliance specified in an order if one or more of the violations or conditions are determined to be conditions which may endanger the health or safety, and well-being of the occupant(s) as defined in 105 CMR 410.750. An inspection under 105 CMR 410.830 shall comply with the requirements of 105 CMR 410.822.

### 410.831: Dwellings Unfit for Human Habitation; Hearing; Condemnation; Order to Vacate; Demolition

(A) Finding that a dwelling or portion thereof is unfit for human habitation. If an inspection conducted pursuant to 105 CMR 400.100 or 105 CMR 410.820 reveals that a dwelling or portion thereof is unfit for human habitation, the board of health may (after complying with 105 CMR 410.831(B), (C) or (D), if the dwelling is occupied) issue a written finding that the dwelling or portion thereof is unfit for human habitation. The finding shall include a statement of the material facts and conditions upon which the finding is based.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.831: continued

(B) Prior notification to occupant(s) and owner. If the dwelling or portion thereof is occupied, the board of health shall, prior to issuing a finding under 105 CMR 410.831(A), provide written notice to the occupant(s) and owner which shall include:

- (1) Identification of the dwelling (address and apartment number, if any);
- (2) A copy of the inspection report;
- (3) A statement that the board of health will consider issuing a finding that the dwelling or a specifically identified portion thereof is unfit for human habitation;
- (4) A statement that this finding may result in an order of condemnation requiring the owner to secure the dwelling and requiring the occupant(s) to vacate the dwelling.
- (5) A statement of the time and place of a public hearing which the board of health will conduct in order to determine whether the dwelling or portion thereof is unfit for human habitation, and whether an order to secure and vacate should be issued.

The notice shall be served on the occupant(s) and owner in accordance with 105 CMR 410.833.

(C) Hearing if dwelling or portion thereof is occupied. If the dwelling or portion thereof is occupied, then the board shall, prior to issuing a finding under 105 CMR 410.831(A), and at least five days after service of the notice required by 105 CMR 410.831(B), conduct a public hearing to determine whether the dwelling or portion thereof is unfit for human habitation and whether an order to secure and to vacate should be issued. At the hearing the occupant(s), owner, or any other affected party shall be given an opportunity to be heard, to present witnesses or documentary evidence and to show why the dwelling or portion thereof should or should not be found unfit for human habitation, and why an order to vacate and an order to close-up should or should not be issued.

(D) Exception to notification and hearing requirements. If at any time the board of health determines in writing that the danger to the life or health of the occupant(s) is so immediate that no delay may be permitted, then the board of health may immediately issue a finding that an occupied dwelling or portion thereof is unfit for human habitation without providing the notification or hearing specified in 105 CMR 410.831(B) and (C). A copy of the determination of immediate danger, and a copy of the finding of unfitness for human habitation shall be sent to each affected occupant, and to the owner.

(E) Condemnation, order to vacate, order to secure. At the same time, or at any time after the board of health issues a finding that a dwelling or portion thereof is unfit for human habitation, the board may issue an order condemning the dwelling or portion thereof and an order to vacate the dwelling or portion thereof, and an order requiring the owner to secure the dwelling or portion thereof. If the dwelling or portion thereof which is ordered to be secured is unoccupied (and therefore no public hearing was conducted prior to the issuance of the order) then the owner or any other affected person shall have the right to request a hearing in accordance with 105 CMR 410.850 through 410.860. No dwelling or portion thereof which is ordered to be secured shall be occupied without the prior written permission of the board of health based upon the board's written finding that the dwelling or portion thereof to be occupied is fit for human habitation.

(F) Demolition. If one year after the issuance of an order to secure, compliance with the minimum standards set forth in 105 CMR 410.000 has not been effected, then the board of health may cause the dwelling or portion thereof to be demolished or removed.

410.832: Content of Orders

(A) Every order authorized by 105 CMR 410.000 shall be in writing.

(B) Subject to the emergency provision of 105 CMR 400.200(B), any order issued under the provisions of 105 CMR 410.000:

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.832: continued

- (1) shall include a statement of the violations, conditions or defects; and, in the case of occupied dwelling units, a determination whether any violation(s) or conditions, or the cumulative effect of more than one violation or condition may endanger or materially impair the health or safety, and well-being of an occupant, and a copy of all inspection reports;
- (2) shall contain notice of the right to a hearing; of the deadline and proper procedure for requesting a hearing; the right to inspect and obtain copies of all relevant inspection or investigation reports, orders, notices and other documentary information in the possession of the board of health; the right to be represented at the hearing; and that any affected party has a right to appear at said hearing;
- (3) shall indicate the time limit for compliance pursuant to 105 CMR 410.830;
- (4) shall include the following statement translated into any non-English language that is spoken as a primary language by greater than 1% of the population of that community. *"This is an important legal document. It may affect your rights. You should have it translated."*
- (5) and, shall, in an order to an owner, advise the owner that the conditions which exist may permit the occupant of the dwelling to exercise one or more statutory remedies.

(C) If an inspection for all the standards in 105 CMR 410.000 reveals no violation of 105 CMR 410.000 the board of health shall forward a copy of the inspection report and a letter so stating to the owner within seven days of completion of the inspection.

### 410.833: Service of Orders

(A) All orders issued under 105 CMR 410.830 shall be served on the persons responsible for the violation. Orders and/or notices issued under 105 CMR 410.831 shall be served on the owner or his agent and the affected occupants.

(B) All orders and/or notices shall be served:

- (1) personally by an person authorized to serve civil process; or
- (2) by leaving a copy at his last and usual place of abode; or
- (3) by sending him a copy by registered or certified mail, return receipt requested if he is within the Commonwealth; or
- (4) if his last and usual place of abode is unknown or outside the Commonwealth, by posting a copy in a conspicuous place on or about the dwelling or portion thereby affected.

(C) A copy of every order issued under the provisions of 105 CMR 410.831 shall also be served upon every mortgagee and lien holder of record by sending it registered or certified mail, return receipt requested.

(D) A copy of every order or subsequent notice issued under the provisions of 105 CMR 410.830 to an owner shall also be personally delivered or sent by first class mail to the occupants of all affected premises, except that when a violation in a common area affects more than three dwelling units or rooming units the notification required by 105 CMR 410.000 may be satisfied by posting a copy of every order or subsequent notice in a conspicuous place in the building.

### 410.840: Variances

(A) Except for those conditions enumerated under 105 CMR 410.750(A) through (O), the board of health may vary the application of any provision of 105 CMR 410.000 with respect to any particular case when, in its opinion, the enforcement thereof would do manifest injustice; provided that the decision of the board of health shall not conflict with the spirit of these minimum standards or any other applicable statute, code or regulation, and provided further, such variances may be granted only after notice is given to all affected occupants and after a hearing is held. Any variance granted by the board of health shall be in writing and shall not be in effect unless it is filed by the owner in the registry of deeds for the county, or appropriate district thereof, in which the dwelling is located. A copy of any such variance shall, while it is in effect, be available to the public at all reasonable hours in the office of the clerk of the city or town, or in the office of the board of health.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.840: continued

(B) Any variance of other modification authorized to be made by 105 CMR 410.000 may be subject to such qualification, revocation, suspension or expiration as the board of health expresses in its grant. A variance or other modification authorized to be made by 105 CMR 410.000 may otherwise be revoked, modified, or suspended in whole or in part, only after the owners and affected occupants have been notified in writing and have been given an opportunity to be heard, in conformity with the requirements for an order and hearing of 105 CMR 410.830 through 410.855.

(C) A variance from 105 CMR 410.480 may be granted only by the Massachusetts State Building Code Commissioner when in its opinion, other security measures are in force which adequately protect the resident(s) of such dwelling. (M.G.L. c. 143, § 3R.)

(D) A variance from 105 CMR 410.150(A)(2) which prohibits a kitchen sink to substitute for the required washbasin may be granted by the board of health only if compliance would require extensive costly renovation.

(E) A variance from 105 CMR 410.503(B), (C) and (D) may be granted by the board of health for historic buildings provided that the board of health finds that the public health will not be compromised.

### 410.850: Right to Hearing

Unless otherwise specified in 105 CMR 410.000, the following persons may request a hearing before the board of health by filing a written petition:

(A) Any person or persons upon whom any order has been served pursuant to any regulation of 105 CMR 410.000 (except for an order issued after the requirements of 105 CMR 410.831 have been satisfied); provided, such petition must be filed within seven days after the day the order was served;

(B) Any person aggrieved by the failure of any inspector(s) or other personnel of the board of health:

- (1) to inspect upon request any premises as required under 105 CMR 410.000; provided, such petition must be filed within 30 days after such inspection was requested; or
- (2) to issue a report on an inspection as required by 105 CMR 410.000; provided, such petition must be filed within 30 days after the inspection; or
- (3) upon an inspection to find violations of 105 CMR 410.000 where such violations are claimed to exist or to certify that a violation or combination of violations may endanger or materially impair the health or safety, and well-being of the occupants of the premises; provided, such petition must be filed within 30 days after receipt of the inspection report; or
- (4) to issue an order as required by 105 CMR 410.830; provided, that such petition must be filed within 30 days after receipt of the inspection report.

### 410.851: Hearing Notice

Upon receipt of a petition the board of health shall in writing inform the petitioner and other affected parties (affected parties shall include the occupants of all affected premises if the petitioner is an owner, and the owner if the petitioner is an occupant) of the date, time and place of the hearing and of their right to inspect and copy the board of health's file concerning the matter to be heard.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.852: Time for Hearing

The hearing shall be commenced not later than 30 days after the date the order was served. Provided, however, the hearing shall be commenced no later than:

- (1) 14 days after an order was served pursuant to 105 CMR 410.830(A) and 410.830(B) and the petitioner refuses to begin remedial activity as required pending the outcome of the hearing; or
- (2) 14 days after request for a hearing was received in instances where the petitioner alleges that an inspector or other personnel of the board of health has
  - (a) failed to inspect upon request any premises; or
  - (b) failed to issue an inspection report on an inspection as required by 105 CMR 410.000; or
  - (c) failed to find violations of the law where such violations are claimed to exist or to certify that such violations may endanger or materially impair the health or safety, and well-being of the occupant(s); or
  - (d) failed to issue an order as required by 105 CMR 410.830.

### 410.853: Hearing Procedures

At the hearing the petitioner and other affected parties shall be given an opportunity to be heard, to present witnesses or documentary evidence, and to show why an order should be modified or withdrawn, or why a dwelling should not be condemned, vacated or demolished or why an action or failure to act by an inspector or other personnel of the board of health should be reconsidered, rescinded or ordered. Failure to hold a hearing within the time period specified herein shall not affect the validity of any order.

### 410.854: Final Decision After Hearing; Failure to Comply with Final Order

(A) The board of health shall sustain, modify, or withdraw the order and shall inform the petitioner in writing of its decision within not more than seven days after the conclusion of the hearing. If the board of health sustains or modifies the order, it shall be carried out within the time period allotted in the original order or in the modification.

(B) If a written petition for a hearing is not filed with the board of health within the appropriate time provided for in 105 CMR 410.850, or if after a hearing the order has been sustained in whole or part, each day's failure to comply with the order as issued or modified shall constitute an additional offense.

### 410.855: Official Hearing Record

Every notice, order, or other record prepared by the board of health in connection with the hearing shall be entered as a matter of public record in the office of the clerk of the city or town, or in the office of the board of health.

### 410.860: Appeal of Final Decisions

Any person aggrieved by the final decision of the board of health with respect to any order issued under the provisions of 105 CMR 410.000 may seek relief therefrom in any court of competent jurisdiction, as provided by the laws of this Commonwealth.

### 410.900: Penalties for Interference with Inspections

Any owner, occupant, or other person who refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure, operation or premises where inspection authorized by this code is sought after a search warrant has been obtained and presented in accordance with 105 CMR 400.100(C), shall be fined upon conviction not less than ten nor more than \$500.00.

## 105 CMR: DEPARTMENT OF PUBLIC HEALTH

### 410.910: Penalty for Failure to Comply with Order

Any person who shall fail to comply with any order issued pursuant to the provisions of 105 CMR 410.000 shall upon conviction be fined not less than \$10.00 nor more than \$500.00. Each day's failure to comply with an order shall constitute a separate violation. See also 105 CMR 410.854(B).

### 410.920: Penalty for Other Offenses

Any person who shall violate any provision of 105 CMR 410.000 for which penalty is not otherwise provided in any of the General Laws or in any other provision of 105 CMR 410.000 shall upon conviction be fined not less than \$10.00 nor more than \$500.00.

### 410.950: Condemnation, Placarding and Vacating Dwellings

(A) If a written petition for a hearing is not filed in the office of the board of health within seven days after an order of condemnation of any dwelling or portion thereof has been issued, or if after written notice that the board of health is considering ordering a dwelling or portion thereof condemned and/or vacated and demolished, or if after a hearing the order of condemnation of a dwelling or portion thereof is issued, the dwelling or portion thereof so affected by the order shall be placarded by the board of health.

(B) No dwelling or portion thereof which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the board of health. No person shall deface or remove the placard, except that the board of health shall remove it whenever the defect or defects upon which the condemnation and placarding action was based have been eliminated.

(C) If any person refuses to leave a dwelling or portion thereof which has been ordered condemned and vacated and has been placarded in accordance with 105 CMR 410.830 through 410.950, may be forcibly removed by the board of health, or by local police authorities on request of the board of health. (*See* 105 CMR 410.830 through 410.920).

(D) The board of health may undertake to demolish any dwelling an order for whose destruction was properly served on the owner and every mortgagee of record in accordance with the requirements of notice and hearing in 105 CMR 410.831 through 410.860, and M.G.L. c. 111, § 127B and a claim for the expense incurred by said board in so doing shall constitute a debt due the city or town upon the completion of the work and the rendering of an account therefore to the owner of such structure, and shall be recoverable from such owner in an action of contract. Said debt, together with interest thereon at the rate of 6% per annum from the date said debt becomes due, shall constitute a lien on the land upon which the structure was located if a statement of claim, signed by the board of health, setting forth the amount claimed without interest is filed, within ninety days after the debt becomes due, with the register of deeds for record or registration, as the case may be, in the county or in the district, if the county is divided into districts, where the land lies. Such lien shall take effect upon the filing of the statement aforesaid and shall continue for two years from the first day of October next following the day of such filing. Such lien may be dissolved by filing with the register of deeds for record or registration, as the case may be, in the county or in the district, if the county is divided into districts, where the land lies, a certificate from the collector of the city or town that the debt for which such lien attached, together with interest and costs thereon, has been paid or legally abated. Such collector shall have the same powers and be subject to the same duties with respect to such claim as in the case of the annual taxes upon real estate; and the provisions of law relative to collection of such annual taxes, the sale or taking of land for the nonpayment thereof, and the redemption of land so sold or taken shall apply to such claim.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.960: Correction of Violations by Board of Health; Expenses

(A) If a failure to comply with an order requiring that any dwelling or its premises be properly cleaned or repaired results in a condition which endangers or materially impairs the health or well-being of the occupant or the public, the board of health may cause such proper cleaning or repair and charge the responsible person or persons as hereinbefore provided with any and all expenses incurred. Any such charges by the board of health shall not absolve the responsible person or persons from any penalty warranted by the failure to comply with the order.

(B) The board of health may also act in an emergency under the provisions of 105 CMR 400.200(B) to clean or repair any dwelling which so fails to comply with the provisions of 105 CMR 410.000 as to endanger or materially impair the health or safety, and well-being of the occupant or the public, and to charge the responsible person or persons with any and all expenses incurred.

REGULATORY AUTHORITY

105 CMR 410.000: M.G.L. c. 111, §§ 3 and 127A.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.990: Appendix: Forms



CITY/TOWN \_\_\_\_\_

DEAPRTMENT \_\_\_\_\_

TELEPHONE \_\_\_\_\_

Address \_\_\_\_\_ Occupant \_\_\_\_\_

Floor \_\_\_\_\_ Apartment No. \_\_\_\_\_ No Occupants \_\_\_\_\_

No. of Hapitable Rooms \_\_\_\_\_ No. of Sleeping Rooms \_\_\_\_\_

No. dwelling or rooming units \_\_\_\_\_ No. Stories \_\_\_\_\_

Name and Address of Owner \_\_\_\_\_

		Remarks	Reg.	Vio.
YARD	Out Bldgs, Fences			
	Garbage and Rubbish			
	Containers			
	Drainage			
	Infestation Rats or other:			
STRUCTURE EXT. <input type="checkbox"/> S <input type="checkbox"/> F <input type="checkbox"/> M	Steps, Stairs, Porches:			
	Dual Egress			
	Doors, Windows:			
	Roof			
	Gutters, Drains:			
	Walls:			
	Foundation			
	Chimney			
BASEMENT	Gen. Sanitation:			
	Dampness:			
	Stairs:			
	Lighting:			
STRUCTURE INT	Hall, Stairway:			
	Hall, Floor, Wall, Ceiling:			
	Hall Lighting			
HEATING central <input type="checkbox"/> Y <input type="checkbox"/> N TYPE:	Hall Windows			
	Chimneys:			
	Equip. Repair			
PLUMBING <input type="checkbox"/> MS <input type="checkbox"/> ST <input type="checkbox"/> P	Stacks, Flues, Vents:			
	Supply Line:			
	Waste Line:			
ELECTRICAL <input type="checkbox"/> 110 <input type="checkbox"/> 220 AMP:	H.W. Tank(s) Safety and Vent(s)			
	Panels, Meters, Circ			
	Fusing Grnd:			
	Gen. Cond. Distrib. Box:			
	Gen Basement Wiring:			

105 CMR: DEPARTMENT OF PUBLIC HEALTH

	DWELLING UNIT											
	Ventil	Lgtng	Outlets	Walls	Ceils	Wind	Doors	Floors	Locks			
Kitchen												
Bathroom												
Pantry												
Den												
Living Room												
Bedroom (1)												
Bedroom (2)												
Bedroom (3)												
Bedroom (4)												
Hot Water Facil.	Sup. Ten, Gas, Oil, Elect.											
	Stacks, Flues, Vents, Safeties											
Kitchen Facil.	Sink											
	Stove											
Bathing, Toilet Facil.	Vent, Plumb., Sanitn.											
	Wash Basin, Shower or Tub											
Infestation	Rats, Mice, Roaches or Other:											
Egress	Dual and Obst											
General	Building Posted:											
	Locks on doors:											

ONE OR MORE OF THE VIOLATIONS CHECKED ABOVE IS A CONDITION WHICH MAY MATERIALLY IMPAIR THE HEALTH OR SAFETY AND WELL-BEING OF THE OCCUPANT AS DETERMINED BY 105 CMR 410.750 OR THE AUTHORIZED INSPECTOR. (SEE OVER)

INSPECTOR \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_

THE NEXT SCHEDULED REINSPECTION \_\_\_\_\_

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.990: continued

THE FOLLOWING IS A BRIEF SUMMARY OF SOME OF THE LEGAL REMEDIES TENANTS MAY USE IN ORDER TO GET HOUSING CODE VIOLATIONS CORRECTED.

1. Rent Withholding (General Laws Chapter 239 Section 8A).

*If Code Violations Are Not Being Corrected you may be entitled to hold back your rent payment. You can do this without being evicted if:*

- A. You can prove that your dwelling unit or common areas contain violations which are serious enough to endanger or materially impair your health or safety and that your landlord knew an=bout the violations before you were behind in your rent.
- B. You did not cause the violations and they can be repaired while you continue to live in the building.
- C. You are prepared to pay any portion of the rent into court if a judge orders you to pay for it. (for this it is best to put the rent money aside in a safe place.)

2. Repair and Deduct (General Laws Chapter 111 Section 127L).

This law *sometimes* allows you to use your rent money to make the repairs yourself. If your local code enforcement agency certifies that there are code violations which endanger or materially impair your health, safety or well-being and your landlord has received written notice of the violations, you may be able to use this remedy. If the owner fails to begin necessary repairs (or enter into a written contract to have them made) within five days after notice or to complete repairs within 14 days *after notice* you can use up to four months' rent in any year to make the repairs.

3. Retaliatory Rent Increases or Eviction Prohibited (General Laws Chapter 186, Section 18 and Chapter 239 Section 2A).

*The owner may not increase your rent or evict you in retaliation for making a complaint to your local code enforcement agency about code violations. If the owner raises your rent or tries to evict within six months after you have made the complaint he or she will have to show a good reason for the increase or eviction which is unrelated to your complaint. You may be able to sue the landlord for damages if he or she tries this.*

4. Rent Receivership (General Laws Chapter 111 Sections 127C-H).

The occupants and/or the board of health may petition the District or Superior Court to allow rent to be paid into court rather than to the owner. The court may then appoint a "receiver" who may spend as much of the rent money as is needed to correct the violation. The receiver is not subject to a spending limitation of four months' rent.

5. Search of Warranty of Habitability.

You may be entitled to sue your landlord to have all or some of your rent returned if your dwelling unit does not meet minimum standards of habitability.

6. Unfair and Deceptive Practices (General Laws Chapter 93A)

Renting an apartment with code violations is a violation of the consumer protection act and regulations for which you may sue an owner.

THE INFORMATION PRESENTED ABOVE IS ONLY A SUMMARY OF THE LAW, BEFORE YOU DECIDE TO WITHHOLD YOUR RENT OR TAKE ANY LEGAL ACTION. IT IS ADVISABLE THAT YOU CONSULT AN ATTORNEY, YOU SHOULD CONTACT THE NEAREST LEGAL SERVICES OFFICE WHICH IS:

\_\_\_\_\_  
(NAME) (TELEPHONE NUMBER)

\_\_\_\_\_  
(ADDRESS)

NON-TEXT PAGE