

**HOUSING AND FOOD EXPENSE REIMBURSEMENT PASS-THROUGH  
AGREEMENT**

THIS HOUSING AND FOOD EXPENSE REIMBURSEMENT PASS-THROUGH AGREEMENT (“Agreement”) is executed as of April \_\_\_, 2020 (the “Effective Date”) between: \_\_\_\_\_ (“House Corporation”), located at address: \_\_\_\_\_;  
and  
Massachusetts Institute of Technology (“MIT”), located at address: MIT Division of Student Life, Building 4-110, 77 Massachusetts Avenue, Cambridge, MA 02139.

**RECITALS:**

- A. In accordance with federal and state guidance to help mitigate the spread of Covid-19, MIT instructed all undergraduate and graduate students residing at FSILG residences to seek alternative housing arrangements as of March 15, 2020 (the “Move Out Instructions”).
- B. MIT committed to provide a pro rata rebate to undergraduate and graduate students who resided in an FSILG residence and moved out of the FSILG residence, with such rebate limited to housing and food expenses.
- C. The House Corporation shall act as MIT’s disbursement agent for distributing the applicable rebate to MIT undergraduate and graduate students that were scheduled to be residing at the House Corporation during the period from March 15, 2020 through May 21, 2020 (the “Rebate Period”).
- D. The aggregate amount of the rebate to be distributed by the House Corporation as distribution agent of MIT is \$ \_\_\_\_\_ (the “Total Rebate Amount”), which was calculated using the Rebate Payment Calculation Schedule at the end of this document).

**NOW, THEREFORE**, the House Corporation and MIT hereby agree as follows:

- 1. Calculation of the Total Rebate Amount. The calculation of the Total Rebate Amount is set forth in the attached Rebate Payment Calculation Schedule. The House Corporation represents and warrants that the information set forth in such schedule accurately reflects the pro rata portion of the actual housing and food expenses charged to the undergraduate and graduate MIT students residing at the House Corporation applicable to the Rebate Period (the “House Students”), or that would have been charged to such House Students had the Move Out Instruction not been issued. In particular, the House Corporation represents and warrants that the Total Rebate Amount calculation does not include any amounts for dues to any national or international organizations or chapter activity/social fees or any other amounts not directly for housing and meal plan costs.
- 2. Documentation. The House Corporation has provided MIT with certain requested documentation and information in connection with the calculation of the Total Rebate Amount, and the House Corporation represents and warrants that, to the best of its knowledge, such documentation was true, complete and correct.

3. Transfer of Total Rebate Amount by MIT. MIT shall transfer funds to the House Corporation equal to the Total Rebate Amount by check to the below address:

House Corporation: \_\_\_\_\_  
c/o Officer, Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_

4. Disbursement to House Corporation Residents. The House Corporation, as disbursement agent for MIT, shall promptly either: (1) refund each applicable House Student the pro rata portion of such student's housing and food expenses applicable to the Rebate Period, if already paid by the student or (2) fully credit and/or cancel any unpaid amounts for each applicable House Student for housing and food expenses for the Rebate Period.

5. Reconciliation and Return of Undisbursed Funds. On or prior to May 31, 2020, the House Corporation shall provide to MIT a detailed written accounting of each refund, credit and cancellation of payment made to House Students for housing and food expenses during the Rebate Period. To the extent the total amount of such refunds, credits and cancellations is less than the Total Rebate Amount, the House Corporation shall promptly transfer the difference to MIT in accordance with payment instructions to be provided by MIT.

6. Miscellaneous. All notices and other communications hereunder shall be in writing, which may include e-mail. This Agreement will not confer any rights or remedies upon any third party. This Agreement is not assignable by either party. This Agreement may be executed in one or more counterparts (including via PDF or other electronic signature). This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

*(signature page follows)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument by and through their respective duly authorized representatives, as of the date first above written.

**MIT**

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Organization Name: Massachusetts Institute of Technology  
Signatory Name:  
Title:

**HOUSE CORPORATION**

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Organization Name:  
Signatory Name:  
Title:

**USE ONE OF THE TABLES BELOW TO CALCULATE REBATE**

**REBATE PAYMENT CALCULATION SCHEDULE - OPTION 1**

<u>Spring 2020 Housing and Food Expenses per student</u>	<u>Number of Students</u>	<u>Total</u>
\$[ ]	[ ]	\$[ ]

**TOTAL HOUSING AND FOOD EXPENSES:** \$

**PRORATION PERCENTAGE (61%):** Multiply by 0.61

**TOTAL REBATE AMOUNT TO BE DISTRIBUTED:** \$

**REBATE PAYMENT CALCULATION SCHEDULE - OPTION 2**

<u>Spring 2020 Housing and Food Expenses per student</u>	<u>Rate</u>	<u>Number of Students</u>	<u>Amount</u>
[Housing Expenses]	\$[ ]	[ ]	\$[ ]
[Food/Meals Expenses]	\$[ ]	[ ]	\$[ ]

**TOTAL HOUSING AND FOOD EXPENSES:** \$

**PRORATION PERCENTAGE (61%):** Multiply by 0.61

**TOTAL REBATE AMOUNT TO BE DISTRIBUTED:** \$