

SIGMA CHI ZETA COLONY
MEMBERSHIP AGREEMENT
(Last updated March, 2019)

Member Information

Member Name (First, Middle & Last)					
		Birthdate (mm/dd/yy)			
Bid Date (mm/dd/yy)		Initiation Date(mm/dd/yy)			
Class Year	<input type="checkbox"/> Freshman	<input type="checkbox"/> Sophomore	<input type="checkbox"/> Junior	<input type="checkbox"/> Senior	<input type="checkbox"/> 5 th Year Up
Billing Address:					
Street 1					
City, State Zip					
Telephone #		Email Address			

PARENT/GUARDIAN INFORMATION (Please print):

Parent/Guardian Name (First, Middle & Last)					
Street 1					
City, State Zip					
City				State	
Telephone #		Cell Phone #			

This Membership Agreement (this “Agreement”) is made this ____ day of _____, 2019 by and between Sigma Chi Zeta Colony (the “Colony”) and _____ (“Member”), for and in consideration of the covenants, agreements and consideration contained in this Agreement. This Agreement shall remain in full force and effect for the duration of Member’s term at Louisiana State University (“LSU”). Member agrees to update the information above no less than on an annual basis, and more frequently if there is a change to the information above.

- ACTIVE STATUS-** Member is considered “Active” if he is included in the list provided by the Colony to both LSU and the headquarters of Sigma Chi International (“Headquarters”) as either a pledge or initiated member and has executed a copy of this Agreement. To further clarify, to be Active, a member must be an enrolled student at LSU. While Active, the Colony shall provide Member access to the Colony house, meals, social activities and other privileges of membership in the fraternity, provided, however, that the Colony shall be entitled to limit, qualify, and/or restrict such access or privileges on a temporary or permanent basis if Member fails at any time to abide by the rules and regulations of the Colony, Headquarters, and/or LSU. Member agrees to pay the fees and assessments as detailed below and updated in regular billings. Member may only become “Inactive” in accordance with the Governing Laws of Sigma Chi International. An Inactive member cannot come to the house even as a guest of an Active. In furtherance of the foregoing, becoming Inactive will not relieve a Member from the obligations of the Member described in this Agreement (including, without limitation, the requirement to pay fees and dues described in Section 2 below for the entire contract year). If Member is in good standing with the Colony, Member may become Active again at the conclusion of the term of the agreement under which Member has chosen to become Inactive pursuant to the rules and regulations that the Colony has established.
- FEES-** Member agrees to pay the Colony the fees and dues as described in Exhibit A attached hereto. The total amounts due to Colony each academic year under this Agreement are due and payable in one (1) installment per semester as indicated in Exhibit A. The installments are due at August registration and January registration of the then current school year. Pledge and initiation fees are due upon pledging and/or as required by Headquarters. Member agrees to pay any and all other fees, dues, and/or fines assessed by the Colony. Said sums are due when assessed or when demanded by the Colony. Fees and dues will be subject to revision upon approval of the Colony. Member agrees to all fees and dues revisions as approved by the Colony during the term of this Agreement.

3. **LATE FEES AND FINANCE CHARGES-** A late fee charge of the greater of \$10.00 or 5% of the late payment amount, not to exceed \$100.00, will be assessed to Member if the amount due under this Agreement is not paid when due. Interest shall accrue on all past due amounts, including late fees, at the maximum rate allowable by applicable law. The Colony will have the option to suspend the Member from all privileges for late/non- payment of fees, dues, and/or fines. Notwithstanding the foregoing, such suspension shall not relieve the Member of Member's payment obligations, including interest and late fees.
4. **HOUSE RESIDENCE-** If Member is allowed to reside in the Sigma Chi house, located at LSU, hereinafter referred to as the "House", the following shall apply:
- a) **TERM-** In consideration of the provisions of this Agreement and Member's residence in the House, the Colony shall furnish to the Member the room space in the House assigned by the Colony officers for a period to coincide with the fall and spring semesters of classes at LSU, commencing on the Sunday before fraternity rush in the Fall semester and ending on the last day of exams in the Spring semester (the "Room Lease Term"), and Member agrees to accept and retain the room space assigned to him by the Colony officers at the House for the entirety of the Room Lease Term.
 - b) **REQUIRED RESIDENCE-** All rooms in the House are required to be leased each semester. It shall be the responsibility first of the sophomore class, then the junior class and finally the senior class (based on the year of initiation) to fill the rooms in the House. Nothing herein shall supersede any priority assignment program adopted by the Executive Committee of the Colony.
 - c) **PAYMENT-** Member agrees to pay the Colony a room charge in an amount equal to \$350 per month, payable in one lump sum installment at the beginning of each semester. The installments are due August 15, and January 15 of the then current school year.
 - d) **ROOM DEPOSIT-** Member agrees to payment of a \$350 deposit prior to moving into room. His deposit will be returned upon conclusion of the Room Lease Term, provided that room is vacated without damage, all room keys and keys to the chapter house are returned to the House Director.
 - e) **CLOSING-** The Colony reserves the right to close the House from time to time during periods when LSU is not in session, in case of necessity or emergency, and/or at any other time upon thirty (30) days written notice to the Member. The Member agrees to secure his room and vacate the premises during periods when the House is closed.
 - f) **RIGHT OF ENTRY-** The Colony reserves the right to enter the room space at reasonable times for inspection and maintenance purposes and at any time for emergency repairs when immediate action shall be deemed necessary, by the Colony in its sole discretion, for the protection of the Member, other Members, residents, guests or the House itself.
 - g) **USE AND OCCUPANCY-** Member's room space shall be used and occupied in a safe, careful, proper and peaceful manner by Member. No trade, business or occupation shall be carried on therein.
 - i) Member shall not paint his room without the prior written consent of the Colony. Member shall be responsible for any damage caused by items affixed to doors, walls, woodwork, or ceilings. Member shall not affix any decals or other adhesive-type materials on walls or windows, nor allow any other person to do so; and he shall be responsible for any damage caused by the removal of items affixed thereto. Member shall not allow the windows to be covered by any unauthorized materials. All window coverings shall be pre-approved by the Colony or its representatives.
 - ii) Cooking and/or storage of food items are prohibited in the room space. No major electrical appliance, as defined by the Colony in its sole discretion, shall be kept or used in the room space. Air conditioners, electric space heaters, microwave ovens, toasters, and hot plates are specifically prohibited.
 - iii) Lofts and other similar structures shall not be erected in a room without the prior written consent of the House of the Southern Woods (the "House Corporation"). Other construction and/or renovation of the room space shall not be conducted or attempted without the prior written consent of the House Corporation. Waterbeds shall not be kept or used in the room space or anywhere else in the House. No animals or pets whatsoever shall be harbored or kept upon the premises in which the room space is located or elsewhere in the House or on the surrounding property.
 - iv) The room space shall be kept sanitary and Member will comply with all applicable state and local housing, health, fire and safety codes and regulations.

- v) Member and other Members or residents occupying the same room space shall be jointly and severally responsible for maintaining the working order of the fire and smoke detection/suppression systems in their room space. Any defective or non-working equipment must be reported to the Colony immediately.
 - vi) All personal property placed in the room space or on any other portion of the premises in which the room space is located in or around the House shall be placed at Member's risk. The Colony, the Colony Advisory Board, and the House Corporation, assume no liability or responsibility for any personal property of Member located on or about said premises.
 - vii) Member will not keep, maintain, store or possess dogs or pets of any kind within his room space or anywhere on or about the premises in which the room space is located, or permit others to do so.
 - viii) Member will not keep, maintain, store or possess firearms of any type, fireworks, explosives, ammunition, flammable liquids, hazardous materials, contraband, illegal substances, illegal drugs, controlled substances or other illegal or dangerous items, substances or equipment within his room space or anywhere on or about the premises in which the room space is located or within 500 feet of the Colony house, or permit others to do so.
 - ix) Member will, at all times, comply with the Constitution and Governing Laws of the Sigma Chi Fraternity, the rules and regulations adopted by Louisiana State University, the laws of the United States, the State of Louisiana, the Parish of East Baton Rouge, and the City of Baton Rouge, the Bylaws of the Colony, and all rules and regulations mandated by the Colony Advisory Board or the Board of the House Corporation.
 - h) **RESPONSIBILITY FOR DAMAGE TO ROOM-** the Members occupying a room shall be responsible for damage to room space or its furnishings beyond ordinary wear and tear.
 - i) **REMEDIES-** If the financial charges agreed to under this Agreement shall at any time be late or unpaid, if the Member vacates his room space prior to the expiration of the term of this Agreement, if this Agreement is terminated in accordance with its provisions, if any of the regulations regarding the room space are violated or if Member's membership in Sigma Chi Zeta Colony of Sigma Chi is terminated, the Colony, the Colony Advisory Board, or the House Corporation, at any time may enter and take possession of the room space, demand and sue for the semester room charge pro-rated to the date of such entry and reassign the room space for the remainder of the semester, and Member shall be liable to the Colony for any deficiency. Every demand for payment after it falls due shall have the same effect in law as if made at the time that it fell due. The remedies provided to the Colony anywhere in this Agreement shall be in addition to and do not limit or supersede any remedy at law or in equity otherwise available to the Colony.
 - j) **UNINHABITABILITY-** If the House becomes uninhabitable by reason of fire, wind, storm, or other similar catastrophe or Act of God, the Colony may terminate this Section 4 without financial obligation to Member.
 - k) **ASSIGNMENT-** Member shall not sell, assign or sub-let his room space without the prior written consent of the Colony and House Corporation.
5. **RECREATIONAL FACILITIES-** Member may use the recreational facilities and other common facilities of the Colony only in compliance with the rules and regulations that the Colony has established. Member shall take good care of the House and its furniture, furnishings, fixtures, and equipment; shall keep them in a neat, clean, and orderly condition; shall suffer and permit no waste to be committed in or upon them; and shall make no alterations or additions to the premises without the prior written consent of the Colony and House Corporation. Use of any of these facilities shall be wholly at the risk of the person using such facilities, and Member shall protect, defend, indemnify and hold harmless the Colony, Colony Advisory Board, House Corporation, and their respective members and officers, from and against any and all claims arising out of or relating to the use of these facilities by the Member, his family, his guests or anyone allowed on the premises by Member.
6. **RESPONSIBILITY FOR DAMAGE-** Damage to equipment, furnishings, fixtures or other property of the Colony beyond ordinary wear and tear will be charged to the Member responsible for such damage. Damage to rooms or property used in common with other Members will be charged to all Members equally, on a pro rata basis, if responsibility for the damage cannot be determined. If one or more Members acknowledge responsibility for damage, the damage will be charged to such individuals. Should the Member fail to repair

or to pay for the damage assessed to that Member, the Colony reserves the right to have the damage repaired and the cost of that repair charged to the Member.

7. **RULES AND REGULATIONS-** Member agrees to abide by all rules and regulations of the Colony and Headquarters as they currently exist or as legally enacted in the future. Member also agrees to abide by all rules and regulations of LSU and its Code of Student Conduct as it currently exists or as revised in the future. Member agrees to treat all guests to the House courteously and respectfully. Member acknowledges receiving a copy of the above-referenced rules, which are incorporated herein by reference.
- a) Member agrees to obey and uphold all federal, state, local and fraternity laws, rules and regulations, including without limitation, those pertaining to the possession, distribution and consumption of alcoholic beverages and illegal drugs.
 - b) Member agrees to obey and uphold all rules and regulations of LSU as they pertain to student conduct and conduct of fraternities' activities on campus.
 - c) Member will not keep, maintain, store or possess pets of any kind inside the House or anywhere on or about the premises or permit others to do so.
 - d) Member will not keep, maintain, store or possess firearms, of any type, fireworks, explosives, ammunition, flammable liquids, contraband, illegal substances, illegal drugs, controlled substances or other illegal or dangerous items, substances or equipment anywhere on or about the premises or within 500 feet of the Colony House, or permit others to do so.
 - e) Member will not engage in any act of hazing as defined by Sigma Chi Fraternity, the Colony, Colony Advisory Board, House Corporation, LSU, or the laws of the state of Louisiana.
 - f) Member agrees to pay any and all fines assessed by the officers of the Colony.
 - g) By my signature below, I give my complete and voluntary consent to submit to any drug test(s) at a designated location or laboratory as requested by the Colony. I understand that it is the intention of the Colony, the Colony Advisory Board, and the House Corporation to provide a "drug free" environment to aid in my academic and collegiate development and have received and read carefully the Drug Testing Policy of the Colony and understand its provisions.
 - h) I give my consent to the Office of Academic Records and the Registrar of LSU to release my grade reports for the purposes of determining and monitoring my academic progress to the Colony officers, Colony Advisor, and the Colony Advisory Board. I give this consent as long as I am an Active member of this Colony.
8. **TERMINATION-** The violation of any of the provisions of this Agreement shall be deemed a default of this Agreement and grounds for immediate termination thereof; all sums due on the balance of this Agreement at the time of its termination shall become immediately due and payable. Default and termination shall be at the Colony's option and shall not be effective until it gives written notice of the same to the Member.
- a) Should any legal action be necessary to enforce the provisions of this Agreement, Member and his Guarantor agree to pay the costs and expenses associated with such action, including reasonable attorney's fees.
 - b) The Colony may terminate this Agreement if it is notified by Headquarters or LSU that either no longer recognizes the Colony.
 - c) If, pursuant to Section 4, above, Member is living in the House upon the expiration or other termination of this Agreement, Member shall remove his personal property from the House and his room space immediately, and shall peaceably surrender possession of the premises and property in clean condition and good repair, ordinary wear and tear resulting from careful usage alone excepted. After surrender of possession by the Member, any personal property that is not removed from the room space or the House premises will become property of the Colony, to be disposed of as it sees fit.
9. **COMPLETE AGREEMENT-** This Agreement shall constitute the full and complete Agreement between the parties hereto. No modification, amendment or variance of the terms of this Agreement shall be valid unless in writing and signed by a member of the Colony Advisory Board and the Member.

10. **HEADINGS-** The headings included in this Agreement are for the purposes of convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
11. **GOVERNING LAW-** This Agreement shall be construed in accordance with the laws of the State of Louisiana.
12. **DISPUTE RESOLUTION-** Any past, present, or future claim, complaint, or dispute that arises out of this Agreement or relates in any way to Member's admission into the Colony, his Active or Inactive status, or termination of such membership in the Colony as provided herein, whether arising under any federal, state, or local law or regulation, or based in contract, tort, fraud, misrepresentation, or any other legal theory (collectively, any "Action") shall be submitted to binding arbitration to be held in Baton Rouge, Louisiana, before a single arbitrator selected exclusively by Colony and administered in accordance with the American Arbitration Association ("AAA") rules applicable at the time the arbitration is commenced. If the AAA Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the formation or enforceability of this Agreement, including but not limited to the arbitrability of any dispute between the parties. The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction.
13. **ATTORNEY FEES AND COSTS OF COLLECTIONS-** In the event the Colony, the Colony Advisor Board, or House Corporation engages an attorney to enforce any portions of their agreement then member agrees to pay all cost of collection or other enforcement including reasonable attorney fees.
14. **SEVERABILITY-** If any section of this Agreement is found to be invalid or unenforceable, then that provision shall not affect the validity of the remainder of this Agreement.

CAUTION - READ THIS ENTIRE AGREEMENT THOROUGHLY BEFORE YOU SIGN IT.

SIGMA CHI ZETA COLONY

By: ----- (l.s)
It's Authorized Agent

Date:-----

MEMBER

By:----- (l.s)

Date:-----

**SIGMA CHI ZETA COLONY
MEMBERSHIP AGREEMENT
GUARANTY**

GUARANTOR INFORMATION:

Guarantor Name (First, Middle & Last)			
		Birthdate (mm/dd/yy)	
Relationship to Member (Parent, Guardian, etc.)			
Guarantor Address:			
Street 1			
Street 2			
City		State	
Zip		Email Address	
Telephone #		Cell Phone #	

Guarantor hereby unconditionally guarantees, jointly and severally, payment of the financial obligations due under this Agreement if Member fails to meet those obligations within 30 days of their being due. The Colony may, without notice, change or waive any of the terms of this Agreement. The Colony shall not be required to pursue collection of any sums due herein from the Member before collecting from Guarantor.

Guarantor also agrees to all the terms of this Agreement.

CAUTION - READ THIS ENTIRE AGREEMENT THOROUGHLY BEFORE YOU SIGN IT.

GUARANTOR SIGNATURE: _____ DATE: _____

CITY, STATE AND ZIP: _____

WITNESS SIGNATURE: _____ DATE: _____

PRINT NAME/ADDRESS/CITY/STATE/ZIP: _____

Exhibit A- Colony Fees and Dues (Spring 2019):

Colony Dues: \$1,300 per semester

Note: Colony fees and dues are subject to revision as approved by the Colony. Member agrees to all such revisions during the term of this Agreement.

5th Year Students & Graduate Students: Members enrolled as an Active undergraduate for more than 4 years or who are enrolled in graduate studies are not automatically eligible for Active member rights. Subject to prior approval of the Colony and Colony Advisory Board, such members may participate in Active member activities if they pay the 5th Year / Graduate Student Dues, which shall include all Dues and Fees except for Rush Fees. 5th Year / Graduate Student Dues are also subject to revision as approved by the Colony.