Financial Contract of the Football Chapter of the Sigma Chi Fraternity

Instructions:

Delete this text once completed.

Press CTRL + F and select 'Find and Replace'

Replace "Football" with your "Chapter Name" e.g. Eta Lambda

Replace "Quarterback" with your full "University Name" e.g. Virginia Tech

Appendix A

Biographical Information

The following information is verified to be true and accurate. In the event that any of this information should change, it is the undersigned obligation to inform the chapter Pro Consul in writing of the change and new information.

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(Member initial)

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f f f f f f f f f	These terms start the moment a man accepts a bid from the Football Chapter of Sigma Chi and will last for the duration of his attending Quarterback or any other school with a Sigma Chi chapter, unless, as a pledge, he quits or is de-pledged. If I leave Quarterback then all monies due prior to my departure are still collectable. I understand that my Chapter has the responsibility to pay my pledge, initiation, and member fees on my behalf of which is included in my obligation to the Chapter Prior to the date of initiation, pledges will be required to pay a one time \$90 Pledge fee and a \$175 Initiation fee. This is in addition to any other dues or programming fees. At my initiation I agree to pay \$200 for Membership Dues to the Football Chapter payable to the General Fraternity. The aforementioned programming fees per pledge per semester are \$ Active Brothers of this chapter will be required to pay dues in the amount of \$ All amounts are due on the first day of classes relative to the semester unless otherwise stated by the Quaestor. Active Brothers may be required to pay additional fees for events outside the scope of normal dues. This may include tailgates, philanthropy events, or any other activity the chapter deems necessary. Upon completion of eight semesters at Quarterback and at least two semesters as an active brother, active brothers will be given a discount of \$ per semester on dues. If a brother wishes to be given social inactivity status, he will pay any expenses incurred by the chapter on his behalf. The Executive Board of the Football Chapter will decide if conditions warrant social inactivity. The amount of dues paid by the socially inactive brother will be determined by the Quaestor at the beginning of the inactive semester based on that semesters operating budget. All of the specific dollar amounts may change during my time with the Football Chapter of the Sigma Chi Fraternity whether at this chapter or any other chapter. In the event there is any change, I agree that I

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Announcement at a chapter meeting will constitute sufficient notice as it is my duty to stay aware of all business that comes before the chapter in a meeting.

- f There are fines and other assessments which may be assessed as outlined in section III of this document. Payment of those fines and assessments will be required just as if the amounts were chapter dues.
- f Fines assessed by the chapter will have an announced due date and I will pay the fine by said due date or the amount will be subject to a late fee as stated in section III. Delinquent Amounts.
- In the event there is any damage of any of the Football's property, the Chapter shall attempt to determine the responsible Member (or in the event it was caused by a visitor, the Member who invited such party or allowed such party to the Chapter House premises). In such event Member agrees to pay the full cost of the repair or replacement of the damaged items. In the event the Chapter, after reasonable attempts, cannot determine the responsible Member(s), then the cost or repair or replacement of the damaged items may be charged pro-rata to each Member.

II: Housing Terms (Optional—Delete if you have a separate housing contract)

- f These terms start as soon as a man accepts a bid from the Football Chapter of Sigma Chi and will last for the duration of his attending Quarterback, unless, as a pledge, he quits or is de-pledged.
- f All brothers are required to live in fraternity housing for four (4) consecutive semesters starting the school year after their pledge season. Further details are explained below.
- f All brothers and pledges, regardless of whether or not they live in Fraternity Housing, will pay a fee of \$_____ per semester (fall and spring) as a parlor fee. This is in addition to any other fee, fine or charge.

Housing Contract Clarifications

Date of definitive Housing Assignments: (The last chapter meeting in February)

Date of decision that one has the option to live in the House(s): (The last chapter meeting in January)

Æ These dates are pending on EC approval from year to year.

- A brother is bound for *at least* (four) consecutive semesters of fraternity housing as outlined in the Housing Obligation.
- The "school year" is defined as a fall semester and a spring semester consecutively.
- The "school year" does not include any summer housing.
- There is (no) consideration given to "Hall Pledge Order" in housing assignments, meaning there is (no) priority given to those who have held previous spots in fraternity housing.
- A brother must continue his Housing responsibility through the entire school year no matter the status of his housing situation.
- A lease break fee of \$_____ will be subject to the brother if this housing terms contract is not upheld.
- Housing responsibilities begin the school year after your pledge season.
- If a fall pledge (a spring newly initiated brother) is given the privilege of living in fraternity housing during the spring, this is considered a privilege and does not count

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toward a brother's four consecutive semesters of fraternity housing. (*effective 01/01/2007* for all initiated after this point)

- Summer housing counts toward a brother's Housing Obligation as one (1) equivalent semester, so long as the maximum amount of summer rent is paid and the tenant occupies the space for (at least two sessions. (May mester, First Summer, Second Summer))
- If a brother is going to be leaving Quarterback during the spring semester and is still under his housing contract, he must live on the hall rather than at the Fraternity House for the fall semester.
- The Fraternity House is to be given priority to reach full capacity prior to the (Fraternity Ouad.)
- Housing Obligations can only be satisfied in one of two conditions: two consecutive school years in Fraternity Housing (fall, spring, fall, spring) or four consecutive semesters of housing including summer sessions (summer, fall, spring, summer) (effective 01/01/2007 for all initiated after this point)
- For summer housing to actually count towards your four semesters you must actually be living in the house for at least 2 sessions in that particular summer, by the final housing date you must sign a contract saying you will be living in the house for that summer
- If Fraternity Housing is completely full at both the Fraternity House and Fraternity Quad, then all brothers *under Housing responsibilities* will get credit for the semesters that they are active members.
- If you say that you are going to be participating in an internship and you happen not to, you are still financially responsible for housing during housing obligation.
- No more than seven brothers can "pay out" of Fraternity housing, meaning that only seven brothers can pay the Fraternity fine. The first seven will be determined by pledge order (from highest to lowest), anyone over seven will then have to pay the university for a spot on the quad, at whatever rate that may be at that current time
- f The rates for living in the Fraternity Hall in the Fraternity Quad will be determined and collected by Quarterback.
- f Rates for living in the Fraternity House will be set at \$1500 a semester for a double occupancy room, and \$2000 for a single occupancy room. These rates are subject to change pending Housing Corps prices as well as Executive Committee decisions.
- f If a brother fails to fulfill his housing contract, he will be assigned a fine of no less than the minimum rate to live in fraternity housing, and no more than the maximum rate to live in fraternity housing per semester he does not live in fraternity housing.
- f Housing assignments will be made based on (Pledge Order) (highest to lowest).
- Brothers who intern or study abroad while still required to meet their housing responsibilities may apply to the chapter Executive Committee for a partial waiver by submitting a request in writing other than e-mail to the Pro Consul as promptly as possible. It is anticipated that up to one-half of the housing fine may be waived for such brothers depending on the full circumstances.
- f Specific issues or hardships may be addressed by the chapter Executive Committee and must be submitted to the Pro Consul, in writing other than e-mail, as promptly as possible.

III: Delinquent Accounts

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____ (Member initial)

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- f Dues will be considered delinquent seven (7) days after the beginning of classes relative to the semester. There will be a \$20.00/week (Sunday at 12-Midnight) fine each week that the bill is late. Waiver of the fine which will be left to the Queastor's sole discretion
- f Housing fees will be considered delinquent seven (7) days after the brother moves in. (Delete ^ if separate housing contract is attached)
- f If there is any unpaid balance after a period of thirty days, the delinquent brother will be placed on social probation.
- If there is an unpaid balance after a period of ninety days, the member's account will be turned over to a collections agency and/or filed in Small Claims Court, and financial expulsion proceedings will begin. Delinquent brothers will also be responsible for any collection fees incurred by the chapter to collect the balance. If any action must be brought to collect the debt, venue and jurisdiction is agreed to be in the (county, (INSERT STATE) courts.
- Payment plans can be set up on an individual basis between the brother and the Quaestor only if approved prior to the due date of the bill and subject to approval by the Executive Board of the Football Chapter. A promissory note, on the form approved by the Executive Board of the Football Chapter, must be signed by the brother.
- f Upon graduation if a brother has a unpaid balance that brother will be turned over to a collections agency for that said amount, upon the Queastor's discretion, just as if the graduate was an undergraduate brother.

IV: Release of Liability

The undersigned Member agrees to release, indemnify, defend, and hold the Football Chapter and its other Members and all property owned or leased by the Chapter, real and personal, including the Chapter House, free and harmless from any and all liability for claims, damages, or injury to or death of any person, or for damage to property, real or personal, known or unknown, tangible or intangible, financial or otherwise, arising out of, in connection with or caused by the negligence, intentional act, or omission of the undersigned Member, and his/her guest and invitees.

V: Changes

- f The amounts outlined in this contract may be changed at the chapter's discretion.
- f Any changes to the Terms of this contract must be approved by a $2/3^{\rm rd}$'s majority of voting brothers.

VI: Signatures

I have read and fully understand this	s Contract, and Agree to i	ts terms:
(Member Signature)		(Date)
(Quaestor Signature)		(Date)
(Member initial)	Page 5 of 6	

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(Consul Signature)	(Date)