



Sigma Phi Epsilon Foundation in Nebraska

MEMBERSHIP AGREEMENT SIGMA PHI EPSILON FRATERNITY – NE ALPHA CHAPTER

Whereas in accordance with the Sigma Phi Epsilon Fraternity's Bylaws and Administrative Policies and Procedures (the "APP") and Section E-Undergraduate Chapter Operating Provisions, Paragraph 23(d), the Sigma Phi Epsilon Fraternity-Nebraska Alpha Chapter (the "Chapter") shall have the power to provide in the bylaws, assessments or fees for board, lodging, and maintenance of chapter properties, subject to the approval of its Alumni and Volunteer Corporation.

Whereas the undersigned is either a current student or has been accepted as a future student at the University of Nebraska – Lincoln and has elected to join the Sigma Phi Epsilon Fraternity – Nebraska Alpha Chapter (the "Member").

Whereas the Sigma Phi Epsilon Foundation in Nebraska (the Nebraska Alpha Alumni and Volunteer Corporation) has approved the following Membership Agreement and intends to fully abide by, and to fully enforce, the obligations outlined within this Agreement.

Now, therefore, do the undersigned enter into this Membership Agreement intending to be bound by the terms and conditions contained herein.

I. Term

This Membership Agreement shall be in effect so long as Member is an active member of the Chapter. However, the Financial Obligations contained herein shall survive the term of this Agreement.

II. Financial Obligations

A. Payments — Payment of all dues, social fees, fines, assessments, room and board, parlor fees, as well as any and all other financial obligations shall be made prior to midnight of the date such obligations are due. All payments will be made on-line via the Sigma Phi Epsilon Foundation in Nebraska's bill payment system. Member's parent/guardian agrees to the Member's compliance with the financial obligation of this Agreement.

B. Late Payment or Nonpayment — Late payment or the failure to pay any portion of financial indebtedness by a Member when due shall be considered a violation of the Membership Agreement and, pursuant to Section E, Paragraph 35, of the APP may result in one or more of the following penalties: (a) reprimand or censure in open chapter meeting, (b) imposition of a fine of no more than 20% of the total outstanding amount due and owing from Member, (c) denial of specific privileges, (d) suspension, and (e) expulsion from the Fraternity.

C. Amounts Due and Due Date — All Members will pay a one-time fee of \$1,000 when they join the fraternity consisting of a damage deposit (\$500), capital improvement recovery fee (\$200) and lifetime membership in the national fraternity fee (\$300). The damage deposit portion will be refunded to Member, less any charges for outstanding financial obligations, within ninety (90) days of ceasing to be a member of the undergraduate chapter.

Room and board, parlor fees and membership dues are listed on Exhibit A. This exhibit will be updated annually to reflect fees for the then current academic year and distributed to all members. Fees for the academic year will be due in six equal payments on the first days of September, October, November, January, February and March each year.

Invoices are not issued. It is the Member's responsibility to ensure payment per the terms of this Agreement.

D. Special Payment Plans — In the event that unexpected and/or special circumstances occur prohibiting a Member from paying his bill in full on time, a special payment plan or release from financial obligation may be worked out with the alumni and volunteer corporation, only if approved by the alumni and volunteer corporation's board of trustees, and only if requested in writing at least seven (7) days prior to the date bills are due. However, any Member who requests such a "special payment plan" may be assessed fees or assessments at a 10% higher rate than those Members who have met their financial obligations on the dates listed above, should they fail to adhere to their revised payment schedule.

III. Enforcement and Penalties

A. Fines. If Member does not pay 100% of their required financial obligation by midnight on the due date or has not requested and been granted a "special payment plan" pursuant to Paragraph I.E., above, Member will be immediately suspended from the Sigma Phi Epsilon fraternity. Member will be fined 10% of the total outstanding amount due and owing from the Member should any financial obligation remain unpaid in excess of thirty (30) days. The fine will increase to 20% of the total outstanding amount due and owing from the Member should any obligation remain unpaid in excess of sixty (60) days. Such Members shall remain on suspension until their debts and fines have been paid in full, or they may be subject to expulsion.

Fines for other than non-payment of financial obligations must be paid within fourteen (14) days. If the fine is not paid within fourteen (14) days, the initial fine will be doubled and action may be taken to place the individual on suspension.

The fine for checks returned due to non-sufficient funds will be \$50 in addition to full payment of the original obligation and any fines accrued for delinquent payment as described above.

B. Suspension. Any Member suspended due to indebtedness is prohibited from participating in any chapter activity, including but not limited to: loss of meals, voting in chapter meetings, participating in intramurals, and all social functions, wearing or displaying the fraternity insignia, and otherwise identifying himself as a member of the Fraternity. Furthermore, any Member who attends a social function while on suspension may be expelled from the Fraternity.

(1) Definition: Suspension is defined within the APP as "*the denial for a definite period of the privileges and benefits of membership.*"

(2) Any Member on suspension shall have a letter sent to his parents, itemizing all charges.

C. Expulsion. The alumni and volunteer corporation will automatically initiate expulsion proceedings against all Members who have financial obligations which are 90 days past due. Said persons shall be referred to the alumni and volunteer corporation and then to the national Fraternity. Under Section E, Paragraph 41 of the APP, "*expulsion for indebtedness shall become effective ten (10) days after written notice of the action taken has been given the member.*" In order to be reinstated following expulsion due to indebtedness, the procedures outlined in Paragraph 42 of the APP must be followed.

IV. Property Insurance.

As a resident of the chapter house, you are not provided personal property insurance. Each Member must ensure that his personal property is covered by his parents' homeowner's coverage or he may purchase renter's coverage.

V. General Conduct Obligations.

- A. No Firearms or Fireworks. No firearms, including but not limited to pellet guns, BB guns, or any explosive flammable, including fireworks, or any extra hazardous substances, may be on chapter property or at any chapter function at any time. Violation of this policy subjects a Member to fines, suspension, or expulsion.
- B. No Drugs. No illegal drugs may be on chapter property or at any chapter function at any time. Possession and/or the manufacturing of such are grounds for immediate expulsion.
- C. Statement of Responsibility. As an essential element of each individual's obligation, each Member when signing this agrees to support and behave consistent with the Fraternity's "Statement on Chapter & Individual Responsibility." Violation of this policy subjects a brother to fines, suspension, or expulsion as defined by the Bylaws and Administrative Policies and Procedures.
- D. No Agency. Under no circumstances will I be considered, or hold myself out, as an agent of Sigma Phi Epsilon Fraternity, nor will I represent to anyone that I am an agent for my chapter unless I am specifically authorized to do so as an officer of my chapter or at the direction of my chapter.
- E. No Technological Piracy. No technological piracy is permitted on chapter property or at any chapter function at any time, including, but not limited to, violating any software license or copyright, using electronic communications to violate the property rights of authors and copyright owners, or violating any state or federal law or regulation in connection with use of any information system. Violation of this policy subjects a member to fines, suspension, or expulsion.
- F. Minimum Grade Point Average. Member must maintain a minimum cumulative grade point average of 2.75. Failure to maintain this level of academic performance subjects Member to suspension or expulsion.
- G. Criminal Activity. Members charged with a felony shall be immediately expelled from the Sigma Phi Epsilon Fraternity.
- H. General. Member affirms he has read, understands and agrees to adhere to the Sigma Phi Epsilon Fraternities Bylaws and Administrative Policies and Procedures and be subject to any penalties contained therein not expressly contained in this Agreement.

VI. Liability and Indemnity.

The Fraternity shall not be liable for injury, including death, loss or damage to person or property occurring within the Fraternity's premises or property. Member assumes all risk of loss or damage of Member's property within the property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other Member of the Fraternity. The Fraternity is indemnified and held harmless against loss or damage resulting from any claim or claims asserted against Fraternity by any person or persons for loss of or damage to property or injury, including death, to persons based upon alleged acts, omissions, or negligence of Member, his agents or guests, in or in connection with the use and/or occupancy of the premises by member.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT AND ACCEPT THE TERMS.

Member Signature

Parent Signature

Member Written Name

Parent Written Name

SIGNED ON THIS THE ____ DAY OF _____, 20 ____

SIGNED ON THIS THE ____ DAY OF _____, 20 ____

Alumni and Volunteer Corporation President Signature

Kyle Arganbright
Alumni and Volunteer Corporation President Written Name

SIGNED ON THIS THE ____ DAY OF _____, 20 ____

Exhibit A
Member Fees
2016 / 2017 Academic Year

Members living in the chapter house (Live-In Members):

- \$9,450 per year
- \$1,575 per payment

Members not living in the chapter house (Live-Out Members):

- \$1,998 per year
- \$ 333 per payment

Payments are due on or before:

- August 1, September 1 and October 1 during the first semester
- January 1, February 1 and March 1 during the second semester

Discounts for payment of full semester fees by September 1 and February 1 respectively:

- Live-In Members \$100 per semester (\$4,625 total payment)
- Live-Out Members \$50 per semester (\$ 949 total payment)