

PHI SIGMA KAPPA FRATERNITY

AGREEMENT REGARDING RESPONSIBILITIES

This Agreement is being entered (or in the case of a current member or alumnus member reaffirmed) into on _____ (date) between _____ (member or alumnus) and _____ (chapter), and or/the Grand Chapter of Phi Sigma Kappa, for the consideration of his Initiation fee and additional fees and dues as assessed. (Or in the case of a current member or alumnus for the consideration of continued membership or appointment as a volunteer to the Fraternity.)

1. DEFINITIONS

- a) Chapter: the local chapter, an unincorporated or incorporated association of individuals which functions as a chartered undergraduate or collegiate chapter of the Grand Chapter at _____ (host institution).
- b) Grand Chapter of Phi Sigma Kappa: A men's social fraternity founded at the University of Massachusetts in 1873, incorporated under the laws of the State of Delaware, also known in this agreement as the fraternity
- c) Host Institution: Host Institution means the school, university or college at which the chapter is located.
- d) Member: a member means
 - 1) an individual who has affiliated with a chapter, and who is, or becomes, recognized by and is in good standing with the Grand Chapter, and
 - 2) any person approved by the chapter as a candidate for the purpose of becoming a member.
 - 3.) any alumnus or volunteer
- e) Insurer: the insurance carrier that provides general liability insurance to the Grand Chapter and/or undergraduate chapter and/or alumni organizations from time to time.
- f) Alumni/House Corporation: the local alumni club, an incorporated or unincorporated association of individuals chartered as an official alumni club of the Grand Chapter, and serving as owners and/or landlords of the local chapter house.
- g) Governing Documents: The Grand Chapter's Charter, Constitution and Bylaws, its Policy Manual, and its Ritual Book.

2. ORGANIZATION POLICY COMPLIANCE REQUIREMENTS:

Each member shall at all times adopt, comply with, and enforce all written policies, rules and regulations applicable to them as a member of Phi Sigma Kappa. This includes, but is not limited to, policies in the Governing Documents of the Grand Chapter of Phi Sigma Kappa.

3. COMPLIANCE WITH LAWS REQUIREMENTS:

Each member shall at all times adopt, comply with, and enforce all (federal, state, territory, province, city, county or township) laws, ordinances or regulations. In no event shall the member violate such laws, ordinances, or regulations or permit the chapter to violate the law.

4. ALUMNI/HOUSE CORPORATION, INSURER OR HOST INSTITUTION POLICY COMPLIANCE REQUIREMENTS:

Each member shall at all times adopt, comply with, and enforce all written policies, rules and regulations adopted by the Alumni/House Corporation, any insurer of the Alumni/House Corporation, the chapter, and/or the Grand Chapter.

5. ACCEPTANCE OF AGREEMENT:

Each member shall agree to the conditions set forth in this Membership Agreement. The Grand Chapter, the chapter, and each member hereby agree that any of the following methods may be used, and shall be deemed by them to provide adequate evidence of their respective agreement to the terms of this Membership Agreement.

- a) This Agreement signed by the member;
- b) The signature of the member on the Initiate Card, the form of which is set forth in Exhibit A;
- c) The member's payment of the initiation fee to the chapter.
- d.)The appointment to a volunteer position

6. MEMBER & JOINT OBLIGATIONS:

As a member of an unincorporated or incorporated association of individuals, each undergraduate member is responsible for and guarantees the performance of all obligations of the chapter as set forth in this Agreement, the Grand Chapter's Governing Documents, and any other policies enacted by those in authority.

7. CHAPTER OBLIGATIONS:

The chapter agrees to forward the initiation fee to the Grand Chapter within 24 hours of the Ritual of Initiation.

8. NO AGENCY:

Each undergraduate member understands and agrees that he is not in any way a subordinate or agent of the Alumni/House Corporation, the Grand Chapter, or the chapter. Each undergraduate member hereby agrees that under no circumstance will he represent themselves as such.

9. MEMBER'S RESPONSIBILITY FOR INSURANCE:

The undergraduate member agrees, at his expense, to pay insurance and dues assessed by the chapter or the Grand Chapter for the purpose of maintaining such insurance as is required by the Grand Chapter. Each undergraduate member agrees that he alone is responsible for securing his own personal insurance protection. The Alumni/House Corporation, chapter, and Grand Chapter, hereby urges each undergraduate member to secure their own personal insurance protection against such things as accident, sickness, injury or death, damage to or loss of their property, and any legal liabilities which may be imposed on him for damage to person or property.

10. WHOSE INSURANCE IS PRIMARY:

Each member agrees, provided that such agreement does not invalidate any policy of insurance, that in the event of any claim being made by or against him for injury to person or damage of property, that insurance coverage, if any, which may be available to any of him under any insurance secured or maintained by the chapter, Alumni/House Corporation or Grand Chapter, shall specifically be excess of and shall not contribute with any other insurance available to him.

11. WAIVER OF SUBROGATION:

Each member agrees, provided that such agreement does not invalidate any policy of insurance, that in the event that a member's property is damaged or destroyed and covered by his insurance, that any rights of recovery or subrogation against the chapter, Alumni/House Corporation, or Grand Chapter are hereby waived.

12. INDEMNIFICATION:

Each member acknowledges responsibility or liability for his own operations or activities, including but not limited to, negligent acts, errors, or omissions. The member agrees to defend, hold harmless and indemnify the chapter, Alumni/House Corporation and the Grand Chapter, and their respective officers, agents, employees and volunteers, from and against any claims, damages, costs or expenses, including reasonable attorney's fees, arising in any way out of the member's operations or activities, including, but not limited to, his negligent acts, errors, or omissions or any breach of this agreement including, but not limited to, any claims, damages, expenses or liabilities for any financial loss, or for loss or damage to any property, or for injury or death to any person or persons. The member shall not be obligated under the above to the extent that such claims, damages, costs, expenses or liabilities arise from the negligent acts, errors, or

omissions of the chapter, Alumni/House Corporation, Grand Chapter, or their respective officers, agents or employees.

13. DEFAULTS & REMEDIES:

In the event that the member defaults in the performance of any of the obligations herein imposed, the chapter, Alumni/House Corporation, or the Grand Chapter may suspend or expel the member. Any suspension or expulsion is subject to the guidelines set forth in the Governing Documents.

14. COVENANTS BINDING ON SUCCESSORS:

The covenants and agreements herein contained shall be binding upon and insure to the benefit of the chapter, Alumni/House Corporation, and Grand Chapter and upon the member and their respective cosigners or guarantors, heirs, executors, administrations, successors and assigns, subject to the limitations herein set forth.

15. APPLICABLE LAW:

a) Except where otherwise provided in this Agreement, the laws of the State of Delaware shall govern the validity, performance and enforcement of this Membership Agreement. Any provision of this Membership Agreement which is contrary to a law which parties cannot legally waive or contract against is and shall be void and not binding on either party. The invalidity or unenforceability of any provision of this Membership Agreement shall not affect or impair any other provision.

b) Any grievance or dispute arising out of or in connection with any fraternity activity or matter between and among a member or associate member and the Grand Chapter of Phi Sigma Kappa, any of its agents, volunteers, servants or employees, any of its Chapters, Colonies, alumni organizations or other affiliate organizations, or any other member or associate member that cannot be resolved within the fraternity shall be submitted to Arbitration. The member acknowledges that the fraternity is a National Organization with chapters located throughout the United States of America and that this Membership Agreement has an effect on interstate commerce. The member further acknowledges that this Membership Agreement is subject to the Federal Arbitration Act, and agrees that any and all such disputes, conflicts, claims and/or causes of action of any kind whatsoever, including but not limited to contract claims, personal injury claims, bodily injury claims, injury to character claims and property damage claims shall be subject to and resolved by compulsory and binding arbitration under the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. and the Commercial Rules of the American Arbitration Association. This agreement to arbitrate shall remain in full force and effect whether or not the member or associate member remains a member of the fraternity, and shall survive any termination of membership whether voluntary or involuntary.

16. AUTHORITY:

Each person executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement individually or by the entity on whose behalf he is signing.

17. CAPTIONS:

The headings of paragraphs contained herein are for convenience only of the parties and do not define, limit or construe the contents of such paragraphs.

18. CONSTRUCTION OF TERMS:

The words Chapter, Alumni/House Corporation, Grand Chapter of Phi Sigma Kappa and Member used herein shall include their co-signors, or guarantors, heirs, executors, administrations, successors and assigns.

19. ENTIRE AGREEMENT-AMENDMENTS:

This Agreement sets forth all the promises, conditions, covenants, understandings and agreements between the member, chapter, volunteer, Alumni/House Corporation and Grand Chapter of Phi Sigma Kappa, and no subsequent promises, conditions, covenants, understandings or agreements, shall be effective unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned Member, Chapter, volunteer, alumni/House Corporation, and Grand Chapter of Phi Sigma Kappa have caused this Agreement to be executed.

Member/Alumnus/Volunteer Date

Chapter President Date

Grand Chapter of Phi Sigma Kappa Date