

THETA CHI OUT OF HOUSE MEMBERSHIP CONTRACT
800 DAVID ROSS RD
WEST LAFAYETTE, IN 47906

THIS AGREEMENT, made this ____ day of _____, 2017, at West Lafayette, Indiana, by and between _____, (“Student”), and the Theta Chi Fraternity of _____ (full name)

Alpha Delta Chapter, Inc., a/k/a/ Alpha Delta of Theta Chi Fraternity, Inc. (“Chapter” or “Fraternity”), and,

WITNESSETH:

WHEREAS, Student is a member of Theta Chi Fraternity and is attending Purdue University, West Lafayette, Indiana; and

WHEREAS, Student desires the ability to visit the Theta Chi Chapter House, located at 800 David Ross Road, West Lafayette, Indiana, including its building and grounds (“House”), and to be a member of, or be associated with the Fraternity while attending Purdue University; and

WHEREAS, such membership is to be directly related to the Student’s educational services while the Student attends Purdue University; and

WHEREAS, Chapter desires to furnish incidental benefits to Student; and

NOW THEREFORE, for and in consideration of the covenants herein contained, it is agreed by the parties as follows:

1. The term of this contract begins on the date listed at the beginning of this contract or the first day of classes of the first semester the student begins membership with the fraternity (whichever is earlier) and ends on the last day of the last semester the Student attends Purdue University.
2. Any Student who lives outside the House, while attending Purdue University agrees to pay to the Fraternity the sum of **\$325.00 per semester** by paying within ten days after the first day of the semester. Such charges help reimburse the Chapter for insurance and registration fees. This fee does not include the cost of any meals at the house, which will be billed. Failure to pay these fees shall result in the Chapter discontinuing membership benefits to the Student until he has paid the delinquent installment.
3. Upon execution of this Agreement, **Student shall deposit the sum of five hundred dollars (\$500.00) with Chapter**, if not previously held. Said sum shall be held by the Chapter as security for any charges or damages for which the Student may be responsible (“Security Deposit”). If charges are applied to the Student’s Security Deposit, the Student is required to bring the Security Deposit balance back to \$500.00 within thirty (30) days. Upon moving into the house the Security Deposit will be increased to the current amount in the Housing Contract (currently \$1,000.00). The deposit shall be held by the Chapter until the Student ceases to attend Purdue University. The Student may not apply this deposit toward normal house bill charges

owed the Chapter. Upon Student residing in the Chapter House at least four (4) semesters, the full deposit less any outstanding charges or damages shall be returned upon the request of the Student within a reasonable period of time after the termination of this Agreement. If the Student does not reside in the Chapter House at least four (4) semesters, Student shall forfeit his Security Deposit.

4. Student agrees to pay the fees stated while Student is attending Purdue University until graduation of the Student from Purdue University.
5. Student acknowledges that is a requirement of the fraternity at both the National and local levels to reside in the Chapter House (“House”). Student commits to live in the House for ***a minimum of four semesters***. If Student does not live in a minimum of four semesters or moves out of the House ***without being released by the House Corporation*** from his obligation to continue to live in the House, Student shall forfeit his Security Deposit.
6. During the term of this agreement the Student shall familiarize himself with and abide by all federal, state, and local laws, rules, bylaws and/or regulations of Purdue University, of Alpha Delta of Theta Chi Fraternity, and of Theta Chi National Fraternity as such rules and regulations presently exist and as they may be amended or changed from time to time. Any violation thereof by Student may, at the sole discretion of the Chapter, be considered a breach of this agreement and grounds for termination of the Student’s membership in the fraternity.
7. ALL STUDENT PAYMENTS SHALL BE PAYABLE TO **THETA CHI** AND SENT TO:

Theta Chi
c/o Velocity Bookkeeping
2200 Cousteau Dr.
West Lafayette, IN 47906
8. If the Student fails to pay any sum to the Chapter when it is due, he shall pay such fines or penalties as may be provided by the Chapter’s rules and regulations, interest on the unpaid sum at the maximum lawful rate of interest, and all costs of collection, including reasonable attorney’s fees, which the Chapter may incur in connection therewith. A **minimum late fee** of \$50.00 per month will be charged for any past due payment. If the Student fails to pay an amount within thirty (30) days of its due date, the Chapter may, discontinue providing membership benefits to the Student until he has paid the delinquent installment.
9. The payment amounts stated in Paragraph 2 above may be increased at any time at the discretion of the Chapter. Increases are based upon increases in operating expenses and are first approved by the Housing Corporation.
10. In addition to the charges specified above, the Student shall pay to the Chapter such individual charges as he may incur for optional goods and services furnished by the Chapter, such special assessments and fines as the Chapter may levy upon its members, and such candidate fees, initiation fees, building fund fees, and national dues as are customarily charged or assessed by the Chapter. Such charges, assessments, fines, and fees shall be paid as may be determined by the Chapter. Student shall also be responsible for complying with the Chapter’s Risk Management Policy.

11. All payments received by the Fraternity from any member shall first be applied to non-uniform charges which have been billed by the Fraternity. The balance of any such payments shall be applied to the regular uniform assessments.
12. The Student (and his Parent or Guardian, if he is a minor) expressly agrees that at the request of the Fraternity, Purdue University may encumber the records of the Student for failure to pay, when due, all fees, food charges, and dues that apply uniformly to all members of the Fraternity. The Student (and his Parent or Guardian, if he is a minor) expressly authorizes the University to make the encumbrance with full knowledge that the encumbrance denies the Student access to his transcript of academic records and precludes him from continued enrollment in the University. This encumbrance does not impair or limit the Fraternity from taking legal action with respect to the unpaid obligations for which the encumbrance was made. The encumbrance procedure may not apply to any obligations which may be incurred by the Student after he ceases to be a continuing Student at Purdue University.
13. This Agreement may be terminated as follows:
 - a) This Agreement shall terminate automatically at the conclusion of the term set forth in Paragraph 1 unless terminated as provided herein.
 - b) Any violation of any provision or covenant of this Agreement by Student shall entitle Chapter at its sole discretion to terminate this Agreement by delivering a written notice of such termination to Student. An election by Chapter not to exercise its option shall not preclude or waive the exercise of that option in the event of continuing or subsequent violation.
14. Student expressly agrees to provide an academic transcript and agrees to the release of his grades and grade average at Purdue University to the Chapter President, the House Corporation, or Advisor of the Fraternity for the purpose of determining compliance with the Chapter's academic grade requirements and identifying recipients for scholarship awards, where applicable. All fraternity members must maintain a minimum grade point average ("GPA") of 2.70/4.00, cumulative or semester, to remain an active member of Alpha Delta Chapter.
15. This Agreement may be extended or amended by written agreement of the parties.
16. The Student shall not sell or assign this Contract. No modification of this Contract shall be effective unless it is made in writing and is signed by the Student, the Chapter, and its House Corporation.
17. The Student and his undersigned Parent(s), or legal guardian(s) or Guarantor shall be jointly and severally liable for the Student's full and faithful performance of the terms and conditions of this Contract.
18. Student agrees to indemnify, hold harmless and protect Theta Chi Fraternity of Alpha Delta Chapter, Inc., Alpha Delta of Theta Chi Fraternity, Inc., Theta Chi Alumni of Alpha Delta Chapter, Inc., Theta Chi Foundation of Alpha Delta Chapter Inc., Theta Chi National Fraternity and their respective officers, affiliates, shareholders, agents, representatives, and members from any and all damages, awards, judgments or any other liability, including reasonable attorney's fees, in the event of any claim, action or lawsuit which arises from or in any way relates to any

action or inaction of Student. These acts may include, but are not limited to, individual actions or actions of individuals when involved in group activity which may be in violation of behavior as described in this contract, or any other immoral actions or infractions of regulations, ordinances or statutes.

19. This Agreement provides the Student the right and privileges described above for the term of the school year as defined by Purdue University and only that period. Specifically, these rights and privileges are applicable only for the exact days school is in session during fall and spring semesters.
20. The undersigned parent, guardian or guarantor hereby acknowledges the benefits of this Agreement accruing to his or her Student and personally guarantees Student's performance of the obligations and covenants contained herein. Parent further agrees to indemnify and reimburse Chapter from any loss or damage caused by Student's failure to abide by any agreement made thereunder and for any amounts incurred by Student under this Agreement which Student has failed to pay, together with the Fraternity's cost of collection, including its reasonable attorney's fees.

Home Address

Street

City, State, Zip

Area Code, Telephone Number

Student Signature

Purdue Student ID #

Social Security #

Anticipated Graduation ___ Aug ___ May ___ Dec _____ Year

Major Field of Study (*spell out – do not abbreviate*)

Student E-mail Address

Date of Birth

GUARANTOR:

Parent or Guardian Full Name

Parent Signature

Home Address

Street

City, State, Zip

Area Code, Telephone Number

Email Address

**THETA CHI FRATERNITY OF ALPHA DELTA CHAPTER, INC.,
a/k/a Alpha Delta of Theta Chi Fraternity, Inc.**

Chapter Officer Signature