

Beta-Chi Chapter of Kappa Sigma Membership Agreement

This agreement, entered into this _____, 20____, governs the relationship between The Alumni House Fund Association, a Missouri Corporation (the “Association”), and _____, a Pledge or Initiate of The Beta-Chi Chapter of The Kappa Sigma Fraternity (“Member”), in the event that Member lives outside of the premises managed by the Association, or upon Member moving outside of the premises managed by the Association. This document does not affect any of the Association’s or Member’s rights or responsibilities pursuant to any Lease Agreement that the Association or Member previously entered into or have contemporaneously entered into.

1. **Term.** This agreement shall commence upon execution, and will continue in effect until the occurrence of an event specified below in Paragraph 7.
2. **Membership Dues.** In the event that Member lives outside of the premises managed by the Association and is not paying Rent to the Association, Member agrees to pay membership dues to the Association, for itself, and/or as agent of the Beta-Chi Chapter of Kappa Sigma, within fifteen (15) days of receiving an invoice from the Association for said dues. **Member does not owe any money pursuant to this Membership Agreement until and unless Member no longer lives in premises managed by the Association.** Membership dues are set annually by the Association. Invoices for Membership dues shall be sent twice per semester, and shall be for one half of the amount owed per academic semester. Member shall only owe membership dues and fees for such time as Member is a Pledge or Initiate of the Kappa Sigma Fraternity enrolled at Missouri University of Science and Technology. Payment will be billed and collected through QuickBooks Online (QuickBooks), a company which provides online billing collection services to fraternities, or to such alternative company or individual as the Association may designate in writing from time to time to Member. If you do not wish to pay invoices through QuickBooks you may mail a check payable to the *Alumni House Fund Association* at PO Box 549, Rolla, MO 65402. Questions and concerns can be directed to the Treasurer of The Alumni House Fund Association, Stephen Hoffmann, 6 Waverton Drive, St. Louis, MO 63124, whose phone number is (314) 302-6814, and who may accept rent on behalf of and as an agent of Landlord.
3. **Additional Charges.** Member agrees to pay any and all additional charges to the Association that are incurred by or assessed against Member by the Association and/or the Beta-Chi Chapter of Kappa Sigma. These additional charges may include, but are not limited to, mark-ups, fines (whether assessed by the Association or the Beta-Chi Chapter of Kappa Sigma), Missouri School of Science and Technology costs, and assessments (including “ATBs” voted upon by the Beta-Chi Chapter of Kappa Sigma).
4. **Payments on Behalf of Member.** The Association and/or the Beta-Chi Chapter of Kappa Sigma shall pay Member’s dues to the (national) Kappa Sigma Fraternity, and Member’s local dues to the Missouri University of Science and Technology Interfraternity Council.
5. **Rights and Responsibilities of Member.** Member shall have the right to make reasonable use of the common areas and grounds of the premises located at 1701 White Columns Drive, Rolla, MO 65401, or such other premises as may be designated by the Association as the temporary location of

the Beta-Chi Chapter of Kappa Sigma, and to attend the chapter meetings, brotherhood events, social events, service events, intramural events, and other events of the Beta-Chi Chapter of Kappa Sigma and the Association, and any other campus or community events in which Members of Kappa Sigma are entitled to attend by virtue of their Membership, subject to the Association's Chapter House Rules, the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma, and the Constitution, By-laws, and Rules of the Kappa Sigma Fraternity, all of which Member agrees to be bound by. Member acknowledges that the Association's Chapter House Rules, and the Constitution, By-laws, and House Rules of the Beta-Chi Chapter of Kappa Sigma may be amended from time to time at the discretion of the members of the Association and/or the Beta-Chi Chapter of Kappa Sigma. Member also acknowledges that the Constitution, By-Laws, and Rules of the Kappa Sigma Fraternity may be amended from time to time at the discretion of the members of the Kappa Sigma Fraternity, and such changes are wholly outside the power of the Association to influence. The Association's Chapter House Rules are incorporated herein this Membership Agreement by reference as if set forth in full herein; if there is any conflict between this Membership Agreement and the Association's Chapter House Rules, this Membership Agreement shall govern.

6. **Late Charges and Returned Checks.** Member agrees to pay a late charge of Twenty-Five Dollars (\$25.00) per month for any dues or fees paid more than Five (5) days after their due date. The Association may collect from Member the sum of Thirty-Five Dollars (\$35.00) if any check given to the Association by or on behalf of Member is returned unpaid for any reason.
7. **Release from Membership Agreement or Certain Provisions.** Member may be released from this Membership Agreement, or certain provisions of this Membership Agreement, depending on and as specified in the below subparagraphs. Nothing in this section shall be construed to waive the Association's right to collect any past due monies from Member for such time that Member was an active member of the Beta-Chi Chapter of Kappa Sigma.
 - A. Member shall be released from this Membership Agreement if Member graduates from Missouri University of Science and Technology, or otherwise ceases to be a student at Missouri University of Science and Technology.
 - B. If Member ceases to be a Pledge or Initiate of the Kappa Sigma Fraternity, either through a process of the Beta-Chi Chapter of Kappa Sigma, a process of the Kappa Sigma Fraternity, or by his own free will, then this Membership Agreement shall terminate.
 - C. If Member is suspended as an active member of the Kappa Sigma Fraternity either through a process of the Beta-Chi Chapter of Kappa Sigma or a process of the Kappa Sigma Fraternity, then Member's obligation to pay membership dues is suspended for such period of time as Member remains suspended from the active chapter.
 - D. If Member is on a "co-op" or internship for a portion of the academic year outside of Rolla, Missouri, then Member's obligation to pay membership dues is suspended for such period of time as Member remains on a "co-op".
8. **Default.** In the event the Member is in default under this Membership Agreement, the Association shall notify Member of his default, and give Member at least 10 days to remedy his default. If

Member does not remedy his default under this Membership Agreement, Member: 1) authorizes the Association and the Beta-Chi Chapter of Kappa Sigma to consider Member to no longer be a member in good standing with the Beta-Chi Chapter of Kappa Sigma or the Association; 2) authorizes the Association and the Beta-Chi Chapter of Kappa Sigma to ban Member from the premises at 1701 White Columns Dr., Rolla, MO 65401 and all Beta-Chi Chapter of Kappa Sigma and Association events; and 3) authorizes the Association or the Beta-Chi Chapter of Kappa Sigma to initiate proceedings with the Kappa Sigma Fraternity to remove Member from the membership rolls of Kappa Sigma by way of expulsion. The Association may, at its option, also initiate litigation to recover unpaid membership dues, fees, assessments, and other monies billed to Member and remaining unpaid after notification of default. If after any default in this Membership Agreement the Association shall place any matter arising out of or concerning the Membership Agreement with an attorney, Member shall pay the Association's legal fees, including attorney fees, costs, and expenses incurred in the preparation and service of any notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with the underlying default. If the Association brings suit against Member, Member consents to venue in either the County of Phelps or the County of Saint Louis.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date and year written below.

THE ALUMNI HOUSE FUND ASSOCIATION

By: /s/ Stephen J. Hoffmann 4-6-23

Stephen J. Hoffmann, Treasurer Date

On behalf of The Alumni House Fund Association

MEMBER

Signature Date

Print Name (First, Middle, Last)

Permanent Street Address City State Zip Code

Date of Birth