

The following Sample Contract is provided as a reference and no guarantee is made as to the adequacy of the contract. Please consult with qualified local counsel before using any portion of this contract.

**HOUSING CONTRACT FOR THE _____ CHAPTER
OF DELTA CHI FRATERNITY
CITY, STATE**

1. THE PARTIES to this agreement are ____ Chapter of the Delta Chi Fraternity, (the "Chapter") and the undersigned member or associate member (uninitiated member). The stated term of this agreement will be for the summer school term and the to school year except for regularly scheduled class recesses or vacations falling within the stated term. It is expressly agreed that this agreement may be terminated at any time, only at the request of the ____ Chapter of the Delta Chi Fraternity Alumni Board of Trustees ("ABT").
2. Subject to the By-laws of the Chapter, now in effect or hereafter adopted, governing the availability and use of the Chapter House and Annexes, the Chapter agrees to furnish room, board, or activities as specified below for the benefit of the undersigned member or associate member remaining in good standing with the Chapter during the stated term of this agreement. As a condition, each member or associate member acknowledges and accepts the Chapter House Rules (By-laws) now in effect or hereafter adopted. A current copy of the By-Laws is available for review in the President's ("A's") office and each member and or associate member shall be in compliance with the By-laws at all times. Non-compliance with the Chapter Bylaws will result in the member or associate member being placed in bad standing and shall equal breach of this contract.
3. The undersigned member or associate member agrees by initialing this paragraph to pay the Chapter the total amount of \$5,100 in six equal payments of \$850 each for the following.

(a) Room	\$450	<input checked="" type="checkbox"/>
(b) Board	\$185	<input checked="" type="checkbox"/>
(c) Dues	\$150	<input checked="" type="checkbox"/>
(d) Building Fund	\$25	<input checked="" type="checkbox"/>
(e) Parlor	\$40	<input checked="" type="checkbox"/>

4. It is expressly agreed that members or associate members may be subject to additional charges to the bill set out above. Agreement to which is indicated by the initials appearing to the right of the following item(s).

(d) Initiation Dues	\$200	<input checked="" type="checkbox"/>
(f) Summer Occupancy	\$750	<input checked="" type="checkbox"/>

5. Any operating deficits incurred by the chapter will be determined as of the last day of spring semester classes and will be assessed on a prorata basis to the members and associate members. Any such deficit shall be satisfied by a proportionate withdrawal from the financial responsibility account herein above referred to. Every member shall assume responsibility for determining that an appropriate budget is adopted during the summer prior to the beginning of each school year and every member or associate member shall assume responsibility to monitor income and expenses to determine that the Chapter is operating within its budget.
 - (a) Every member or associate member acknowledges his personal responsibility for the financial obligations of the Chapter during his association with the Chapter, and recognizes that the ABT and/or House Corporation will not be responsible for operating deficits incurred by the Chapter. Each member and associate member recognizes his responsibility for all reasonable expenses necessary to repair any damage caused to the Chapter House by him. Each member or associate member agrees to establish and maintain a financial responsibility account of \$200 with the "D" on or before September 1, _____ or as soon thereafter as this contract is executed as security for these obligations as more completely defined below. It is expressly understood that the member or associate member will be liable for his responsibility irrespective of the amount. X
6. Each member or associate member agrees to reimburse the Chapter for all reasonable expenses necessary to repair any damage caused to the Chapter House by him, other than ordinary wear and tear. Further, at the end of each semester, each room will be inspected and any damage, such as to ceiling tiles, window screens, walls, doors, or any other damage, will be repaired and assessed to the members and/or associate members occupying that room during the semester. X
7. Each member or associate members shall be subject to satisfying any fines duly levied against that member or associate member pursuant to the Chapter Bylaws. X
8. Any member failing to satisfy any debt, written thirty (30) days of written demand for such satisfaction, shall be subject to any additional penalties levied by the Judicial Board for the _____ Chapter of the Delta Chi Fraternity.
9. Unless otherwise stated above, fees or assessments are due on the first of the month of use or consumption or the first of the month following their assessment, as applicable. Fines are due 7 days after their levy or 24 hours after the conclusion of the appeal process.
10. If a member or associate member is participating in a varsity sport and is required to eat at the University training table, or he is employed and required to work during the normal hours established for Chapter meals, then he may be excused from a portion of any bill which corresponds to the Chapter's food costs for the period he is unable to participate in Chapter meals. To be excused from any part of a bill for this reason, the member or associate member must give the Chapter Treasurer ("D") notice seven (7) days before the first of the month in which the member or associate member will be unable to participate in Chapter meals. Upon proper notice, the "D" will deduct from the following month's bill an amount, not to exceed \$100, prorated equally for the number of Chapter meals in which the member or associate member is unable to participate.
11. It is expressly agreed that if the undersigned member or associate member ceases to participate in the Chapter for any reason at any time during the stated term of the agreement, the member or associate member or parent(s) or guarantor will be held responsible for all amounts set forth in paragraphs three, four, and five above during the remainder of the stated term of the agreement. The member or associate member may be excused from such future amounts exclusive of paragraph 5(a) if his withdrawal is due to:
 - (a) death in the member's or associate member's immediate family which would prevent him from continuing as a student at the University, or

- (b) illness or physical disability which would prevent the member or associate member from continuing as a student at the University, or
- (c) poor scholarship causing suspension by the University which prevents the member or associate member from continuing as a student at the University, or
- (d) the member or associate member leaves to study abroad, or
- (e) the member is expelled from the Fraternity.

Further, a member may be excused for sums due during the second semester exclusive of paragraph 5(a) if his financial responsibility as set forth in paragraph 3 and 4 is assumed by an associate member joining at the start of the second semester who does not leave during the second semester either voluntarily or involuntarily.

12. In the event that the Chapter House is damaged, destroyed or otherwise impaired so as to prevent the Chapter from providing any or all of the services described herein, then during the period such services are interrupted, the amounts payable by the undersigned member or associate member shall be reduced by the proportionate cost to the Chapter of the service or services interrupted.
13. The Executive Committee of the Chapter, for good cause shown and upon approval of three-fourths (3/4) of its members with approval of the ABT may excuse any member or associate member from any provisions, privileges or obligations of this agreement.
14. Every member or associate member agrees to assume personal responsibility for his conduct during his association with the chapter. Any conduct which is in violation of the policies, the Bylaws of the Chapter, Delta Chi Law, the Interfraternity Council of the University of _____, the University of _____, or any rules, regulations or laws of the City of _____, the State of _____ or the United States will result in the review of the member or associate member's status by the Executive Committee of the Chapter, with the possibility of termination of his status as a member in good standing by the Chapter.
15. In the interest of health and safety, fireworks, firearms and other weapons of any kind are prohibited in the Chapter House. Tampering with fire alarms or fire extinguishers is prohibited. Personal appliances which have exposed heating elements that may be hazardous when left unattended are prohibited in the Chapter House.
16. The Chapter will not provide insurance for losses of personal property owned by individual members or associate members. Each member or associate member agrees to hold the ABT and the House Corporation harmless from any loss to personal property they may suffer.
17. If the undersigned is an associate member, he may terminate this Agreement upon written notice to the "A". A portion of any amount paid to the Fraternity (exclusive of paragraphs 5(a) and 20) may be refunded.
18. The associate member acknowledges that he may not be present in the Chapter House during any ritualistic or esoteric ceremonies of the Fraternity, as defined by the "A". The associate member is forbidden to reside in the Chapter House during pre-initiation and initiation ceremonies upon the direction of the "A," unless the associate member is himself undergoing initiation proceedings.
19. The "A" and the "F" shall have the right to enter all rooms in the Chapter House for the purposes of inspection or repair and shall have the right to re-assign rooms in the Chapter House at any time for extenuating circumstances. The member of the room must have a twenty-four (24) hr. notice of inspection if possible. The member must be present when room is being inspected.

20. The Chapter may be closed during vacation periods and days not covered in this Agreement, and in such an event, a member or associate member shall not be entitled to occupancy or the Chapter during such periods. It is understood and agreed that, in any event, the use and occupancy of the Chapter House hereunder shall be subject to the rules and regulations of the University of _____.
21. Pursuant to this Agreement, the Chapter shall provide four (4) meals per week during the monthly billing periods of this Agreement, except on holidays and during official University vacation periods, or at such other times as may be determined by the House Director and Chapter Executive Committee with consideration being given to the convenience and schedule of all members or associate members.
22. The member or associate member agrees to pay the Fraternity an amount equal to one month's rent (\$150) on September 1, 2001 or as soon thereafter as this contract is executed to serve as bond against the member or associate member terminating his residence in the Chapter House before the end of the academic year or for damage done to the residence beyond normal wear and tear. The member or associate member agrees to forfeit all claims to said bond if he terminates his residence in the Chapter House for any reason except those set forth in paragraph 11. X
23. The member or associate member may use the recreational facilities and other common facilities only in compliance with the rules and regulations that the Chapter has established. The member or associate member shall take good care of the Chapter House and Annex and their furniture, furnishings, and equipment, shall keep them in a neat, clean and orderly condition, shall suffer and permit no damage or waste to be committed in or upon them, and shall make no additions to premises without the House Corporation's written consent.

