



**Delta Tau Delta
Delta Eta Chapter**

Information Sheet

Today's Date _____

CWID _____

Full Name _____

Driver's License # _____

Date of Birth _____

School E-mail Address _____

Non-School Email Address _____

Campus Address _____

City _____ State _____ Zip Code _____

Campus Phone _____ Cell Phone _____

Graduation Date _____

Major _____ Minor _____

Parent's Name(s) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____

Please return completed form to:
Delta Tau Delta

c/o Keith and Company LLC
2903 Seventh Street
Tuscaloosa, AL 35401



**Delta Tau Delta
Delta Eta Chapter**

Membership Agreement

This Agreement is made this the _____ day of _____, _____ between Delta Eta Chapter of Delta Tau Delta hereinafter referred to as the "Chapter" and _____ hereafter referred to as "Member", for and in consideration of the covenants, agreements and consideration contained in this agreement. **This agreement shall remain in full force and effect for twelve months or the academic year following the above date.**

The Chapter shall provide to the Member meals, social activities and other privileges of membership in the fraternity. Member agrees to pay for the fees and assessments, which will be charged to the member per each semester or summer term.

1. FEES. Member agrees to pay the Chapter fees and dues:

As of the date of this agreement, the total amount due to Chapter for the current semester is disclosed in EXHIBIT "A". These amounts are due and payable per semester as indicated in EXHIBIT "A". Pledge fees are due upon pledging. Summer Assessments, which are based on need and number of members, are due June 1st of each year. Member also agrees to pay any and all other fees or dues assessed by the Chapter. Said sums are due when assessed or when demanded by the Chapter. SEE EXHIBIT "A"

***New pledges will be assessed a one time damage deposit in the amount of \$250.00. The assessment will be used to cover any damage that the member is deemed responsible for during his career at The University. This deposit will be assessed in the pledge semester. If fee is used to cover damage, this deposit will need to be restored in order for member to maintain his good standing.

2. HOUSE RESIDENCE. If Member is allowed to reside in the Delta Tau Delta house, located at The University of Alabama, Tuscaloosa, Alabama, hereinafter referred to as the "House", the following shall apply:

- a) TERM. In consideration of the provisions of this Agreement and Member's residence in the House, the Chapter shall furnish to the Member the room space in the House assigned by the Chapter officers for a period to coincide with the Fall and Spring semesters of classes at The University of Alabama, commencing on August 1st, and ending on the last day of exams in the Spring semester, and Member agrees to accept and retain the room space assigned to him by the Chapter officers at the House for the stated term of this Agreement.
- b) REQUIRED RESIDENCE. All rooms in the House are required to be leased each semester. It shall be the responsibility first of the Senior class, then the Junior Class and finally the Sophomore class (based on the year of initiation) to fill the rooms in the House.
- c) PAYMENT. Member agrees to pay the Chapter a room charge as indicated in EXHIBIT "A", payable per EXHIBIT "A" at the beginning of each semester.
- d) DEPOSIT. The Chapter reserves the right to require a payment of a \$250.00 deposit prior to moving into the room. The deposit will be returned at the end of the room lease term provided that the room is vacated without damage.
- e) CLOSING. The Chapter reserves the right to close the House from time to time during periods when the University is not in session, in case of necessity or upon thirty (30) days written notice to the Member. The Member agrees to secure his room and vacate the premises during periods when the House is closed.
- f) RIGHT OF ENTRY. The Chapter reserves the right to enter the room space at reasonable times for inspection and maintenance purposes and the right to enter the room space at any time for emergency repairs when immediate action shall be deemed necessary, by the Chapter, for the protection of the Member, other Members, residents, guests or the building itself.
- g) USE AND OCCUPANCY. Member's room space shall be used and occupied in a safe, careful, proper and peaceful manner by Member.

No trade, business or occupation shall be carried on therein.

- i) Member shall not paint his room without the prior written consent of the Chapter. Member shall be responsible for any damage caused by items affixed to doors, walls, woodwork, or ceilings. Member shall not affix any decals or other adhesive-type materials on walls or windows, nor allow any other person to do so, and he shall be responsible for any damage caused by the removal of items affixed thereto. Member shall not allow the windows to be covered by any unauthorized materials. All window coverings shall be pre-approved by the Chapter or its representatives.
 - ii) Mini-refrigerators, small microwave ovens and coffeemakers with automatic shutoffs are the only acceptable electrical appliances allowed in a room. Air conditioners, electric space heaters and hot plates are specifically prohibited.
 - iii) Lofts and other similar structures shall not be erected in a room without the prior written consent of the Chapter. Other construction and/or renovation of the room space shall not be conducted or attempted without the prior written consent of the Chapter. Waterbeds shall not be kept or used in the room space.
 - iv) The room space shall be kept sanitary and Member will comply with all applicable state and local housing, health, fire and safety codes and regulations.
 - v) Member and other Members or residents occupying the same room space shall be jointly and severally responsible for maintaining the working order of the fire and smoke detection/suppression systems in their room space. Any defective or non-working equipment must be reported to the Chapter IMMEDIATELY.
 - vi) All personal property placed in the room space or on any other portion of the premises in which the room space is located in or around the House shall be placed at Member's risk. The Chapter assumes no liability or responsibility for any personal property of Member located on or about said premises.
 - vii) Member will not keep, maintain, store or possess dogs or pets of any kind within his room space or anywhere on or about the premises in which the room space is located, or permit others to do so.
- h) **RESPONSIBILITY FOR DAMAGE TO ROOM.** The Members occupying a room shall be responsible for damage to room space or its furnishings beyond ordinary wear and tear.
- i) **REMEDIES.** If the financial charges agreed to under this Agreement shall at any time be late or unpaid, if Member vacates his room space prior to the expiration of the term of this Agreement, if this Agreement is terminated in accordance with its provisions, if any of the regulations regarding the room space are violated, or if Member's membership in Delta Eta Chapter of Delta Tau Delta is terminated, the Chapter at any time may enter and take possession of the room space, demand and sue for the semester room-charge pro-rated to the date of such entry and reassign the room space for the remainder of the semester, and Member shall be liable to the Chapter for any deficiency. Every demand for payment after it falls due shall have the same effect in law as if made at the time that it fell due. The remedies provided to the Chapter anywhere in this Agreement shall be in addition to and not limited to or superseded by any remedy of law or in equity otherwise available to the Chapter.
- j) **COLLECTION.** The Chapter reserves the right to levy fines, penalties, late fees, and other charges relating to late payments or failure to pay.
- k) **UNINHABITABILITY.** If the House becomes uninhabitable by reason of fire, wind, storm, or other similar catastrophe or Act of God, the Chapter may terminate this paragraph 2.
- l) **ASSIGNMENT.** Member shall not sell, assign or sub-let his room space without the prior written consent of the Chapter.
3. **RECREATIONAL FACILITIES.** Member may use the recreational facilities and other common facilities of Delta Eta Chapter of Delta Tau Delta only in compliance with the Chapter By-laws as Amended. Member shall take good care of the Chapter House and its furniture, furnishings and equipment, and shall keep them in a neat, clean and orderly condition, shall suffer and permit no waste to be committed in or upon them, and shall make no alterations or additions to the premises without the prior written consent of the Chapter. Use of any of these facilities shall be wholly at the risk of the person, and Member shall protect, indemnify and hold harmless the Chapter from any and all claims arising out of the use of these facilities by the Member, his family, his guests or anyone allowed on the premises by him.
4. **RESPONSIBILITY FOR DAMAGE.** Damage to equipment, furnishings, fixtures or other property of the Chapter beyond ordinary wear and tear will be charged to the Member responsible for such damage. Damage to rooms or property used in common with other Members will be charged to all Members equally, pro rata, if responsibility for the damage cannot be determined. If one or more Members acknowledge responsibility for damage, the damage will be charged to such individuals. Should the Member fail to repair or to pay for the damage assessed to that Member, the Chapter reserves the right to have the damage repaired and the cost of the repair charged to the Member.

5. RULES AND REGULATIONS. Member agrees to abide with the By-laws of Delta Eta Chapter of Delta Tau Delta as they currently exist or as legally enacted in the future. Member also agrees to abide by all rules and regulations of The University of Alabama and its Code of Student Conduct. Member agrees to treat all invited guests to the fraternity house with courteous and respect. Member acknowledges receiving a copy of the above referenced rules, which are incorporated herein by reference.

- a) Member agrees to obey and uphold all federal, state, local and fraternity laws, rules and regulations pertaining to the possession, distribution and consumption of alcoholic beverages and illegal drugs.
- b) Member agrees to obey and uphold all rules and regulations of The University of Alabama as they pertain to student conduct and conduct of fraternity's activities on campus.
- c) Member will not keep, maintain, store or possess pets of any kind inside the house or anywhere on or about the premises or permit others to do so.
- d) With the exception of charcoal lighter fluid and touch-up paints which will be stored in an approved area, no member will keep, maintain, store or possess firearms, of any type, fireworks, explosives, ammunition, contraband, illegal substances, illegal drugs, controlled substances or other illegal or dangerous items, substances or equipment anywhere on or about the premises or within 500 feet of the chapter house, or permit others to do so.
- e) Member will not engage in any act of hazing to another Member or Pledge or Rushee of the Chapter as defined by the Delta Tau Delta National Fraternity, The University of Alabama and the Delta Tau Delta House Corporation.
- f) Member agrees to pay any and all fines assessed by the officers of the Chapter.
- g) By my signature below, I give my complete and voluntary consent to submit to any drug test(s) at a designated location or laboratory as requested by the Chapter. I understand that if I refuse to submit to drug testing based on reasonable suspicion for substance abuse, I will be dismissed as a Member of this organization and required to complete all financial obligations into which I have entered.

I understand that it is the intention of the Chapter and House Corporation to provide a "drug free" environment to aid in my academic and collegiate development. The first occurrence of a positive test for illegal drugs will be handled between the Chapter's Advisors and me (as well as my parents if it occurs while I am under the age of 21) for the purpose of correcting this behavior. Any subsequent positive results will result in my dismissal from the Fraternity and pursuant to The University of Alabama Code Conduct; a positive drug test for substance abuse could result in additional university charges and/or sanctions against me by the Office of Student Judicial Affairs. I also give my permission to furnish originals or copies of any documents, records or other information regarding the results of the test to the Office of Student Judicial Affairs.

I waive, release, and discharge forever the drug testing facility and its physicians, Chapter officers, House Corporation members and officers, employees and representatives that conducted drug testing and every other person, firm and institution (including the Russell Student Health Center and University Medical Center), which shall comply in good faith with this authorization and consent from any and all claims of whatsoever kind and nature arising out of or resulting from the drug testing, disclosing, inspection, releasing and furnishing of such documents, records or other information.

- h) I give my consent to the Office of Academic Records and The University of Alabama Registrar to release my grade reports for the purposes of determining and monitoring my academic progress to the chapter officers, chapter advisors and the national office staff of Delta Tau Delta and the office of Dean of Students. I give this consent as long as I am a member of this fraternity.

6. TERMINATION. The violation of any of the provisions of this Agreement shall be deemed a default of this Agreement and grounds for immediate termination, thereof; all sums due on the balance of this Agreement at the time of its termination shall become immediately due and payable. Default and termination shall be at the Chapter's option and shall not be effective until it gives written notice of the same to the Member.

- a) Should any legal action be necessary to enforce the provisions of this Agreement, Member and his Guarantor agree to pay the costs and expenses associated with such action, including a reasonable attorney's fee.
- b) The Chapter may terminate this Agreement immediately if it is notified by the national organization or The University of Alabama that either the national organization or The University no longer recognizes the Delta Eta Chapter of Delta Tau Delta officially.
- c) This Agreement will be terminated upon the termination of Member's membership in the Delta Eta Chapter of Delta Tau Delta.
- d) If, pursuant to paragraph 2 above, Member is living in the House upon the expiration or other termination of this Agreement, Member

shall remove his personal property from the House and his room space and member shall peaceably surrender possession of the premises and property in clean condition and good repair. (Ordinary wear and tear resulting from careful usage alone expected.) After surrender of possession by the Member, any personal property that is not removed from the room space or the House premises will become property of the Chapter, to be disposed of as it sees fit.

7. **WAIVER OF RIGHTS.** Member, to the extent prevented by law, along with his Guarantor(s), jointly and severally, hereby waive all rights of exemption under the Constitution of Alabama; all rights of exemption under the personal property laws of any other state (except Alabama's Statutory Exemption from Garnishment); notice of acceptance of the guaranty; and/or demand, presentment, notice of dishonor, protest and suit.
8. **NON-WAIVER.** The receipt by the Chapter of any installment or any other sum of money or any other consideration paid by the Member after the termination of this Agreement, after the giving by the Chapter of any termination notice, or after the initiation of any legal proceedings by the Chapter against the Member, shall not reinstate, continue or extend this Agreement or in any manner affect any other rights which the Chapter may have either in law or in equity as a result of default by the Member.
9. **COMPLETE AGREEMENT.** This Agreement shall constitute the full and complete Agreement between the parties hereto. No modification, amendment or variance of the terms of this Agreement shall be valid unless in writing and signed by an authorized agent of the Chapter and the Member.
10. **HEADINGS.** The headings included in this Agreement are for the purposes of convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
11. **JURISDICTION.** This Agreement is made with reference to and shall be construed in accordance with the laws of the State of Alabama, in which the parties shall perform it. Any action arising from the terms and conditions of this Agreement may be brought in local, state or federal court located in the County of Tuscaloosa, State of Alabama, having jurisdiction of the subject matter; and the undersigned parties hereby consent that any such court shall have personal jurisdiction over them with respect to any such action.
12. **ATTORNEY FEES AND COSTS OF COLLECTIONS.** In the event the Chapter engages an attorney to enforce any portions of their agreement, member agrees to pay all cost of collection or other enforcement including the Chapter's reasonable attorney fees.
13. **SEVERABILITY.** If any section of this Agreement is found to be void, unconscionable or unenforceable, then that provision shall not affect the validity of the remainder of this Agreement.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Delta Eta Chapter of Delta Tau Delta

By: _____
Its Authorized Agent

Member

By: _____
Fraternity Member

PARENTAL GUARANTY

Guarantor hereby guarantees, jointly and severally, without condition, payment of the sums due under this Agreement. The Chapter may, without notice change or waive any of the terms of this Agreement. The Chapter does not have to pursue collection of any sums due herein from the Member before collection from guarantor.

Guarantor also agrees to all the terms of this Agreement.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

PARENT:

Signature: _____

Print Name: _____

Address: _____

City, State and Zip Code: _____

Date _____



**Delta Tau Delta
Delta Eta Chapter**

Breakdown of House Bills

Exhibit A

	<u>IN-HOUSE</u>	<u>OUT-OF-HOUSE</u>	<u>NEW MEMBERS</u>
Room Rental	\$1,750.00	\$0.00	\$0.00
Meals	\$1,200.00	\$1,200.00	\$1,200.00
House & Parlor Fee	\$1,125.00	\$1,375.00	\$1,400.00
Social Fee	\$700.00	\$700.00	\$700.00
Chapter Dues	\$175.00	\$175.00	\$400.00
Nat'l Dues and Insurance	\$300.00	\$300.00	\$300.00
Security Deposit	\$0.00	\$0.00	\$250.00
Total	\$5,250.00	\$3,750.00	\$4,250.00

New Member Fee:

- \$4,250.00 (inclusive of \$250.00 damage deposit)

House bills can be paid in one of two payment plans:

- Payment may be made in three monthly installments due:
 - o August 1st
 - o September 1st
 - o October 1st
 - **No discount is allowed.**
- Check or Credit Cards are accepted. Please see invoice.