

OUT-OF-HOUSE MEMBER CONTRACT 2006 - 2007

THIS CONTRACT, dated hereunder, between GAMMA OMICRON, INCORPORATED, the "Corporation Board", the Gamma Omicron Chapter of Kappa Sigma Fraternity, the "Chapter" and the undersigned student, hereinafter referred to as "Student";

WITNESSETH:

For and in consideration of the fees, covenants and agreements hereinafter set forth, Corporation Board, Chapter and Student agree with each other as follows:

1. **TERM.** The Contract Term shall be for nine (9) months, commencing on the fifteenth day of August, 2006 (the "Commencement Date"), and ending on the fifteenth day of May, 2007.

2. **ANNUAL FEES.** Student agrees to pay Gamma Omicron, Incorporated (at P.O. Box 25251, Overland Park, Kansas, 66210) annual fees as follows:

A. **Basic Fees.** The following Basic Fees are to be paid by out-of-house members.

- (i) \$45.00 - Kappa Sigma National Membership Dues
- (ii) \$50.00 - Kansas University IFC Pledge Dues - **Pledge Members Only**
- (iii) \$1,100.00 - Chapter Activity Fees
- (iv) \$300.00 - Common Area Security Deposit

B. **Optional Fees.** The following fees are optional. Please select the options desired by checking the space to the left of the option.

- (i) \$1,750.00 - Food service plan A (includes all meals served at the Chapter house).
- (ii) \$1,500.00 - Food service plan B (includes any two meals per day)
 Breakfast Lunch Dinner Select any two.
- (iii) \$1,200.00 - Food service plan C (includes one meal per day)
 Breakfast Lunch Dinner Select any one.

C. **Additional Fees.** Student hereby agrees to pay additional fees as may be set and assessed to out-of-house members, from time to time, by the Chapter.

D. **Payment of Fees.** Student agrees to pay for the fees and options indicated above, the amount being due and payable as follows:

- (i) The Basic Fees (i), (ii) and (iv) shall be due and payable in full upon execution of this Contract.
- (ii) The Basic Fee (iii) and the Optional Fees shall be due and payable in two equal installments on the fifteenth of August and the fifteenth of January during the Contract Term. **If the Student enters into this Contract for only one semester of the School Year, then only the one half of the Basic Fee (iii) and the Optional Fees shall be due and payable on the corresponding due date for that semester during the Contract Term.**
- (iii) The Additional Fees shall be due and payable in full at the same time they are assessed by the Chapter.

E. **Late Charge for Overdue Payments.** If the Corporation Board has not received the full amount of any fee by the end of five (5) calendar days after the date it is due, Student will pay a late charge of \$50.00 to Corporation Board. Student also agrees to pay a twenty-five dollar (\$25.00) handling charge for any checks failing to clear Student's bank for any reason.

3. **USE.** Student agrees that he shall use the Chapter house for his social and fraternal activities and for studying, and for no other purpose, and that he will conduct himself in such a manner as will not interfere with or infringe upon the rights or disturb the

enjoyment of any other students or residences in the West Hills subdivision. Student further agrees that he will observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all federal and state authorities, the University of Kansas, the Rules, By-Laws and Code of Conduct of the Kappa Sigma Fraternity (both National and Local), and the Rules and By-Laws of the Corporation Board.

4. SERVICES. So long as Student is not in default of this Contract, Chapter and Corporation Board shall use reasonable diligence to furnish Student with all the rights and privileges of membership in the Chapter, which, under the rules and regulations of the Chapter, are ordinary and customary for a member residing outside the Chapter house, for the entire Term of this Contract.

5. RISK OF LOSS - INDEMNIFICATION:

- A. Corporation Board shall not be responsible or liable to Student for any injury, loss or damage to persons or property occurring in or on the premises regardless of cause, it being understood and agreed that all risk of loss shall be borne by Student.
- B. Student agrees to indemnify and save Corporation Board harmless from and against any and all claims and demands (except such as result from the negligence or intentional acts or omissions of Corporation Board), for, or in connection with, any accident, injury, loss or damage whatsoever caused to any person or property arising, directly or indirectly, out of the affairs conducted on or in the premises, or arising from any acts or omission of Student or their respective guests, invitees, or non-invitees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

6. INSURANCE. Student will not do or commit, or permit to be done or committed, any act or thing which might cause any policy or policies of insurance written in connection with the Premises, or the property therein, Kappa Sigma or Corporation Board, to become void or suspended, or which might cause any policy or policies of insurance written in connection with the premises, or the property therein, Kappa Sigma or Corporation Board, to be rendered more hazardous or otherwise increase the rate of premium for any such insurance over the rate in effect at the commencement of the term of this Contract. Student shall pay to Corporation Board on demand, as additional fees, the amount of any increase in their insurance premiums caused by any breach of this covenant. Student, at his own expense, shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters responsible for the geographic area in which the premises is located or any other body exercising similar functions. Student, at his own cost and expense, shall maintain comprehensive general liability insurance protecting and indemnifying Corporation Board and Student against claims and liabilities for injuries or damage to persons or property or for the loss of life or property occurring upon, in or about the premises, caused by or resulting from any act or omission of Student, his guests, invitees, or non-invitees, such insurance to afford minimum protection during the Term of this Contract in amounts sufficient as Corporation Board from time to time may designate by written notice.

7. DAMAGE OR DESTRUCTION. If the Chapter house is rendered uninhabitable by any cause and shall remain uninhabitable for a period of thirty (30) consecutive days, this Contract shall be of no further effect.

8. TERMINATION:

- A. The Corporation Board may terminate this Contract at any time for violation of any of the covenants or agreements of this Contract by Student.
- B. If the Student shall withdraw or be dismissed from the University of Kansas or, if Student's membership in the Chapter is terminated by the Chapter in accordance with the By-Laws of the Chapter, Student's rights under this Contract shall terminate. Any amounts due under this Contract shall be limited to the proportion of the full amount due for the Term, which is determined by the relationship between the number of the academic week in which the terminations is exercised and the full number of academic weeks in the school year. Proration of fees shall only apply to those fees detailed in 2B above.

9. NOTICE: Every notice required or permitted hereunder shall be in writing and shall be deemed duly served for all purposes if:

- A. upon Corporation Board, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Gamma Omicron, Incorporated at P. O. Box 25251, Overland Park, Kansas 66225, or at such other place or places as Corporation Board from time to time may designate in writing; or if
- B. upon Chapter, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Kappa Sigma Fraternity at 1045 Emery Road, Lawrence, Kansas 66044, or at such other place or places as Chapter from time to time may designate in writing; or if

C. upon Student, by depositing a copy thereof in the United States mail, postage prepaid and certified, and addressed to Student at his Lawrence address which is:

Lawrence Address: _____

Home Address: _____

Each such notice shall be deemed given as of the date it is so deposited in the United State mail.

10. All billing and invoicing will be sent electronically via e-mail whenever possible and should be sent to (CHECK ONE):

- () STUDENT'S email address or at the Chapter House, and/or
- () PARENT/LEGAL GUARDIAN('S) e-mail address or at the above HOME ADDRESS or other address noted below:

NAME: _____
(Required)

ADDRESS: _____

PARENT E-MAIL ADDRESS: _____

If no option is selected, all billing and invoicing will be made to the Student's e-mail address or at the Chapter House.

11. Student agrees that he has read this Contract and that all terms and conditions herein contained have been explained to his satisfaction, should Student have questions regarding any information contained herein. No supplement, modification or amendment of this Contract shall be binding unless in writing and executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BY _____
(GAMMA OMICRON, INC.)

BY _____
("CHAPTER")

BY _____
("STUDENT")

Print Student's Name

(Student's Social Security Number)

DATED: _____

Student e-mail address