

Parlor Fee Agreement

[CHAPTER DESIGNATION] Chapter – [HOST INSTITUTION]

[SCHOOL YEAR] Academic Year

STUDENT INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

First Name:

Middle Name:

Last Name:

Summer/Break Address:

City: State: Zip Code:

Social Security Number: - - Driver's License Number:

Summer/Break Phone: () - School Phone: () -

Mobile Phone: () -

E-mail Address:

PARENT/GUARDIAN INFORMATION

-PLEASE TYPE OR PRINT LEGIBLY -

Name(s):

Address (if different from above):

City: State: Zip Code:

Home Phone: () - Work Phone: () -

Mobile Phone: () -

E-mail Address:

**[SCHOOL YEAR] [CHAPTER DESIGNATION] Chapter of Sigma Nu Fraternity Parlor
Fee Agreement**

This Parlor Fee Agreement (“Agreement”) is made this _____ day of _____, [YEAR] by and between [CHAPTER DESIGNATION] of Sigma Nu Fraternity (“Chapter”) and _____ (“Student”), being currently enrolled in and in good standing with Stetson University (the “University”) and a member in good standing with Chapter, and _____, the parent(s) or guardian(s) of Student, or such other individual as is acceptable to Chapter, at its sole discretion (“Parents”).

1. **BENEFITS TO STUDENT:** Student acknowledges that this Agreement provides numerous benefits to him and is adequate consideration for his acceptance of the obligations under this Agreement.
2. **TERM:** The term of this Agreement shall be for a period of two (2) semesters, to commence on [BEGINNING DATE], and end [ENDING DATE].
3. **PARLOR FEE:** Student, as an enrollee at the University and who is not living in the chapter house, located at [CHAPTER HOUSE ADDRESS] (the “Chapter House”), is required to pay the “Parlor Fee,” as defined below, to Chapter. The “Parlor Fee” is the sum of \$[TOTAL AMOUNT] due as set forth in the Payment Options, as defined below. The Parlor Fee is a fee to cover all expenses related to the use of the Chapter House by non-resident members of Chapter, including their share of the cost of the operation of the Chapter House. Student should be aware that Chapter may also impose an “Empty Bed Fee”, which is a fee charged if there is a difference between full occupancy of the Chapter House and the actual number of men who have executed Occupancy Agreements with Chapter, to spread the cost of such reduced occupancy among the members of Chapter. Upon payment of the Parlor Fee and compliance with the terms of this Agreement, Student is entitled to participate in Chapter meetings, intramural sports, Chapter social events and other activities as may be authorized by Chapter from time to time, and to enter the Chapter House for such purposes. The Parlor Fee is due under one of the three options outlined in the following schedule. Please select the option that you wish to pay under. Failure to select an option will result in the selection of Option A.

PAYMENT OPTIONS: **Option A** **Option B** **Option C**

FALL [YEAR]				SPRING [YEAR]			
Due Date	Option A Amount	Option B Amount	Option C Amount	Due Date	Option A Amount	Option B Amount	Option C Amount
[PAY DATE 1]	\$ [AMT]	\$ [AMT]	\$ [AMT]	[PAY DATE 5]	\$ [AMT]	\$ [AMT]	\$ [AMT]
[PAY DATE 2]		\$ [AMT]	\$ [AMT]	[PAY DATE 6]		\$ [AMT]	\$ [AMT]
[PAY DATE 3]			\$ [AMT]	[PAY DATE 7]			\$ [AMT]
[PAY DATE 4]			\$ [AMT]	[PAY DATE 8]			\$ [AMT]

4. **NSF CHECKS AND LATE FEES:** There will be a \$30.00 charge for checks returned to Chapter for insufficient funds. Any payment not received by the due date as a result of a returned check or otherwise shall incur an administrative fee of \$100.00.
5. **INTEREST:** Student shall be charged 1½% per month on his due and unpaid balance in addition to the late fee provided for above.
6. **OTHER PAYMENTS:** Student further agrees to pay any assessments deemed necessary by Chapter, any individual purchases made through Chapter, and any fines duly assessed by Chapter, Sigma Nu Fraternity, Inc. (“Fraternity”), or Chapter. All payments received shall be first applied to the obligations in paragraphs 3, 4 and 5 above.
7. **REMEDIES.** If Student fails to pay the Parlor Fee and other payments due under this Agreement, plus any interest and late fees, if applicable, when due, Chapter may, in addition to all other rights and remedies, revoke, or cause the revocation of, Student’s affiliation with Fraternity and Chapter, and, in such case, Student shall no longer be a member of Fraternity or Chapter. Upon termination, Student will have his name removed from the “active” status rolls of Chapter and barred from the Chapter House and Chapter meetings and functions. The termination is final and is not reversible. The termination of this Agreement under this Section shall not relieve Student from its obligation to pay the Parlor Fee, which fee is based on

equal allocation to each member of Chapter entering or intending to enter into affiliation or housing agreements, and, therefore, is a direct loss to Chapter unless paid by all students entering into agreements with Chapter.

8. LIABILITY:

- (a) **RELEASE:** STUDENT HEREBY RELEASES FRATERNITY, CHAPTER, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY LIABILITY, LOSS OR DAMAGE TO STUDENT'S OR STUDENT'S GUEST'S(S') PERSON OR PROPERTY ARISING OUT OF OR CONNECTED IN ANY WAY TO THE CHAPTER HOUSE OR THE USE THEREOF, INCLUDING BUT NOT LIMITED TO THEFT, BURGLARY, RAPE, ASSAULT, BATTERY, ARSON, MISCHIEF OR OTHER CRIME, VANDALISM, FIRE, SMOKE, WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY OF THE CONTENTS OF THE CHAPTER HOUSE OR THE ROOM, ACTS OF GOD, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS OR PERSONS, AND ANY LIABILITY, LOSS OR DAMAGE CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES (ALL CLAIMS RELEASED IN THIS PARAGRAPH ARE REFERRED TO HEREAFTER AS THE "RELEASED CLAIMS").
- (b) **INDEMNIFICATION:** STUDENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY LIABILITY, LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO COSTS AND REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR CONNECTED IN ANY WAY WITH ANY OF THE RELEASED CLAIMS.
- (c) **STUDENT INSURANCE:** STUDENT IS HEREBY ADVISED THAT NEITHER FRATERNITY'S NOR CHAPTER'S INSURANCE COVERS PERSONAL PROPERTY OF STUDENT. STUDENT IS URGED TO PURCHASE INSURANCE COVERAGE FOR LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, WATER DAMAGE AND OTHER UNFORTUNATE EVENTS, TOGETHER WITH LIABILITY COVERAGE.

- 9. **OBLIGATION TO PAY DUES:** Student agrees to be contractually responsible for all dues and assessments charged by Chapter during each semester Student attends the University. A failure of Student to pay such dues and assessments shall be deemed a breach of this Agreement.
- 10. **HOUSE RULES:** Student accepts and agrees to all house rules relative to the Chapter House (as they may be amended from time to time). Student hereby acknowledges that he has received and understands these rules.
- 11. **FRATERNITY DOCUMENTS:** Student accepts and agrees to abide by *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.* (as they may be amended from time to time). Student hereby acknowledges that he has received and understands this document. A copy of *The Law of Sigma Nu Fraternity, Inc.* and the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.* can be obtained from Chapter's Commander.
- 12. **KEYS:** Student shall not be entitled to any keys to the Chapter House and shall immediately surrender any which are in his possession.
- 13. **COMMON AREA LEASE:** The Common Area Lease Agreement with Chapter must at all times be in full force and effect. A termination of the Common Area Lease Agreement may also terminate this Agreement if so elected by Chapter.
- 14. **COMPLIANCE WITH CHAPTER DOCUMENTS:** Student agrees to comply with all of the terms and conditions of this Agreement, the bylaws and regulations of Chapter, the laws and regulations of Fraternity, and all applicable local, state and federal laws.
- 15. **PROHIBITED USES:** Student agrees to comply with all local municipality housing, fire and safety regulations. Items NOT allowed in the Chapter House include, but are not limited to, fireworks, illegal drugs and any weapons.
- 16. **CHAPTER FURNISHINGS:** Student shall be liable for all damages to, or losses of, the Chapter House fixtures or furnishings, personal property furnished under this Agreement or Fraternity property, which damage or loss is caused by Student. **DAMAGE TO COMMON AREAS FOR THE CHAPTER HOUSE WILL BE CHARGED ON A PRO-RATA BASIS TO ALL OCCUPANTS OR MEMBERS. IN THE CASE WHERE DAMAGE IS CAUSED BY INDIVIDUALS AND THEY CAN BE CLEARLY IDENTIFIED BY AN OFFICER OF CHAPTER, THE SPECIFIC INDIVIDUALS WILL BE HELD LIABLE FOR THE REPAIR CHARGES.** Notwithstanding the foregoing, if Student (i) can show that he is not living in the Chapter House, and (ii) can conclusively establish that the

damage occurred during a period when such Student was not at the Chapter House, then such Student shall not be allocated any expenses for such damages. Charges for damages need not be paid (but may be paid, if so elected by Chapter) from any reserve funds created by Chapter for the Chapter House which are to be used primarily for repairs and replacements resulting from normal use of the Chapter House and not for vandalism, misuse or negligence the expense for which shall be allocated as provided in this section.

17. CHANGE IN STATUS: Student further agrees to advise Chapter of any changes in address or status as a student of the University, including graduation from the University.
18. PETS: Pets are not permitted to live in or on the Chapter House at any time.
19. ATTORNEY'S FEES: Student shall pay all reasonable attorney's fees, collection costs and expense of Chapter incurred in enforcing any of the obligations of Student, or in any litigation or negotiation in which Chapter shall, without its fault, become involved through or on account of this agreement.
20. GENERAL:
 - (a) If any section of this Agreement is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of that section or of the remaining provisions of this Agreement as a whole.
 - (b) This Agreement represents the entire agreement between the parties and may not be modified except by mutual agreement, in writing and signed by both parties.
 - (c) This Agreement shall be governed by the laws of the State of [STATE] and is entirely performable in the City of [CITY, STATE].
 - (d) All notices to Student shall be sent to, _____.
 - (e) All notices to Chapter shall be sent to Commander, [CHAPTER ADDRESS].
 - (f) Student acknowledges and agrees that neither he nor any member of Chapter, nor Chapter, is an agent of Fraternity or Chapter. This Agreement is entered into between Student and Chapter. Student acknowledges that only the officers and staff of Chapter have the authority to modify or terminate this Agreement and that no Chapter officer or member or volunteer for Chapter or Sigma Nu Fraternity, Inc. has the authority to change this Agreement in any way, including, but not limited to, amending, modifying, extending, terminating or negotiating a satisfaction or release because of a breach of this Agreement.
 - (g) In the event of a happening which makes the Chapter House unsuitable for its intended use, Chapter shall have the option to declare this Agreement void and of no further force or effect; or Chapter may repair the Chapter House, and then all obligations of this Agreement shall continue to be binding upon Student from the date of completion or rehabilitation, so as to render the Chapter House once again suitable for its intended use.
 - (h) Chapter's obligations and Student's rights under this Agreement are expressly conditioned upon execution of this Agreement by the Parents (or by another individual acceptable to Chapter, at its sole discretion). The Parents are directly and fully liable for all obligations of Student under this Agreement and are jointly and severally liable with Student hereunder. Parents shall have no occupancy rights at the Chapter House as a result of this Agreement. Parents acknowledge that they are directly and indirectly benefitted from having Student live in the Chapter House and that adequate consideration for entering into this Agreement has been received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above first written.

STUDENT

CHAPTER

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Date: _____

Date: _____

State of _____)
County of _____) SS:

Before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Official Seal this _____ day of _____, _____.

Affix Official Notary Seal

Notary Public in and for said County and State

Print Name

My Commission expires: _____

PARENT(S)

PARENT(S)

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Date: _____

Date: _____

State of _____)
County of _____) SS:

Before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Official Seal this _____ day of _____, _____.

Affix Official Notary Seal

Notary Public in and for said County and State

Print Name

My Commission expires: _____

State of _____)
County of _____) SS:

Before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Official Seal this _____ day of _____, _____.

Affix Official Notary Seal

Notary Public in and for said County and State

Print Name

My Commission expires: _____

HOUSE RULES

1. All activities occurring in the Chapter House or on the adjacent real estate shall comply with the *Risk Reduction Policy and Guidelines of Sigma Nu Fraternity, Inc.*
2. The Chapter House and grounds shall be kept and maintained in a clean, orderly, sanitary, and habitable condition at all times.
3. No firearms, ammunition, weapons, or explosives may be possessed, stored, or otherwise caused to be present in the Chapter House or on the adjacent real estate.
4. Tampering with, destroying, or misusing in any way, smoke detectors, fire detection and alarm systems, and/or sprinkler systems/fire extinguishers is strictly prohibited.
5. No pets or other animals are allowed in the Chapter House at any time.
6. No one is allowed on the roof at any time.
7. The Chapter House and furnishings will be utilized by the members and their guests in a manner consistent with the purpose for which they were designed. No furnishings should be removed from the Chapter House, at any time, without the express consent of Chapter.
8. No furniture (except furniture specifically designed for such purpose) shall be placed on the front porch of the Chapter House.
9. There shall be no permanent alteration or removal of any interior or exterior, permanent or decorative fixtures or equipment, including, without limitation, any plumbing, heating, water or electrical fixtures, equipment or systems.
10. There shall be no permanent alteration (including painting) of any part of the Chapter House.
11. Any painting, removal of furnishings, or other substantial alteration to individual living quarters requires the express written permission of Chapter.
12. Living quarters shall be maintained in a clean condition at all times.
13. No windows, doors, window frames, door frames, door handles, locks, or latches shall be removed or altered in any way.
14. No bridges, slides, pools, ponds, waterslides, stages, or other structures shall be constructed within the Chapter House or on the adjacent real estate, except by licensed, insured contractors with the express written consent of Chapter.

IDED CHECK