



Member Financial Contract
Delta Tau Delta - Baker University

Date: 09/02/09

This Membership Contract "Contract" is entered into by and between Gamma Theta Chapter of Delta Tau Delta "Chapter" and the below named member or pledge "Member" of Gamma Theta Chapter of Delta Tau Delta to set forth the agreement of a Member of Delta Tau Delta to bear his/her portion of the financial responsibilities for the maintenance and operation of the Chapter.

Member represents that he/she is active and is in good standing with the Chapter and Baker University. In accordance with the Delta Tau Delta Laws, Member recognizes his/her financial obligations to the chapter and that these financial obligations are continuing and are an integral part of his/her agreement to be initiated into the Delta Tau Delta Chapter.

Charges assessed by the Chapter are due no later than twenty days after receipt of monthly statement beginning Fall quarter or semester of each year and continuing regularly and monthly thereafter until and including, the succeeding Summer quarter or semester. ("Regular Charges") Regular Charges may be paid at the beginning of each quarter or semester, or yearly, rather than monthly. In addition to Regular Charges, additional fees may be assessed to cover the expenses of The Chapter (i.e. rush, winter formal, repairs to chapter property). Member promises to pay to the order of the Chapter, the amount set forth on the payment schedule in those amounts and on the dates required by this Contract in addition to special assessments. All payments for charges not received on behalf of the Chapter at PO Box 94, Baldwin City KS, 66006; or such other address as stipulated by the Chapter, by the due date set forth on each statement shall be considered delinquent and may be assessed late fines.

Member agrees to pay in accordance with the Schedule of Charges currently in effect, and Member recognizes and agrees that the said Schedule of Charges may change from time to time in accordance with The Chapter bylaws. In addition to the Schedule of Charges, Member shall be liable for any Special Assessments approved by the Chapter. In the event that any charges have not yet been determined, Member shall be liable for the amount of charges approved by the Chapter. The charges set forth in this Contract may be modified by the Chapter at any time during the term of this Contract. In the event Member is unable to pay his/her obligations in a timely fashion under this Contract, Member agrees to immediately contact the Treasurer and provide evidence of the legitimate cause for delinquency.

Member is aware that Delta Tau Delta has no provisions for inactive status of Members. Member recognizes that the obligations under this contract shall continue during the full term of this contract until the first of the following occur:

- (i) Member resigns in accordance with organizational bylaws, and as applicable.
(ii) Member no longer attends Baker University due to withdrawal, expulsion, transfer, graduation, or failure to re-enroll; or
(iii) Member is expelled from Delta Tau Delta Chapter in accordance with the Delta Tau Delta Laws; or
(iv) Death.

Member's obligations hereunder shall be prorated to the date of termination.

In the event there is any damage to any of the Chapter's property, the Chapter shall attempt to determine the responsible Member (or in the event such damage was caused by a visitor, the Member who invited such party or allowed such party to enter on the Chapter House premises). In such event Member agrees to pay the full cost of the repair or replacement of the damaged items. In the event the Chapter, after reasonable attempts, cannot determine the responsible Member(s), then the cost or repair or replacement of the damaged items may be charged pro rata to each Member.

In the event Member defaults under the obligations of this Contract and this Contract is placed in the hands of an attorney for collection (whether or not suit is filed), Member agrees to pay all reasonable attorney's fees and expenses of collection incurred by the chapter including collection agency fees up to 50% of the outstanding balance where permitted by law.

Member agrees to indemnify, defend, and hold the Chapter and all property owned or leased by the Chapter, real and personal, including the Chapter House, free and harmless from any and all liability for injury to or death of any person, or for damage to property, real or personal, arising out of or caused by the negligence, act, or omission of Member, and his/her guest and invitees.

The terms of this Contract shall not be modified except by written amendment executed by the Chapter and Member.

EXECUTED under seal this day, September 2, 2009

THE CHAPTER
Gamma Theta Chapter
of Delta Tau Delta

Chapter Officer's Name: Mike Farmer
Title: House Corporation Treasurer

Mike Farmer's Signature Here

THE MEMBER

Member Name: Member Email: Address at Baker University:

Member SSN: Cell Phone:

Parent or Guardian's Name: Parent Email: Home Address:

Home Phone:

Member's Signature: