

**Epsilon Upsilon Chapter of Sigma Chi  
Residential License and Operations Fee Agreement  
(Academic Semester)**

**License Date:** *January 16, 2002*

**Student:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Birth Date:** \_\_\_\_\_

**SSN:** \_\_\_\_\_

**Home Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Licensor:** Sigma Chi House Corporation of Epsilon Upsilon, Inc.  
an Arizona non-profit corporation

Address: Attention: Resident Advisor  
606 Alpha Drive  
Tempe, Arizona 85281

**License Term:** Academic Semester Spring 2003 from January 21, 2003 to May 15, 2003, unless earlier terminated under the terms and conditions of this Agreement.

**License Fee:** As indicated in Appendix One attached.

**License Deposit:** \$250.00

**Payment Plan:** Check as applicable:  
\_\_\_\_\_ Exempt Officer Position: \_\_\_\_\_  
\_\_\_\_\_ Residential Payment + Operations Fee  
(indicate plan described in Appendix One and Appendix Two)  
**Full Two Three Four Five**  
\_\_\_\_\_ Non Resident Operations Fee  
(indicate plan described in Appendix Two)  
**Full Two Three Four Five**

**Premises:** Sigma Chi Fraternity House located at 606 Alpha Drive, Tempe, Arizona 85281, consisting of 26 Resident Units and various common areas for use solely in connection with the activities of Sigma Chi Fraternity.

**Resident Unit:** One of 26 living and sleeping units designed for either double or single residential occupancy within the Premises.

This Sigma Chi Residential License Agreement (“Agreement”) is entered into as of the License Date between Student and Licensor for the License Term. For Valuable consideration, Student and Licensor agree as follows:

1. Limited and Revocable License. In consideration for receipt of the License Fee, Licensor grants a revocable and limited license to Student to occupy one (1) Resident Unit, to use the common area of the Premises as an incident of unit occupation for the purposes and in a manner consistent with the terms of this Agreement, and to eat at the week-day food service throughout the License Term excluding school holidays. The Student’s revocable and limited license to occupy a Resident Unit is conditioned upon the Student’s complete and timely compliance with all of the terms of this Agreement. Additionally, the Student’s license to occupy a Residential Unit is not a right to occupy a specific Resident Unit, but merely a license to occupy a Resident Unit within the Premises on a double occupancy basis (except where single occupancy is permitted under the House Rules described below). Student is not entitled to sublicense or sublease a Resident Unit or separate the common area use from the license to occupy the unit. Except as permitted under the House Rules, no guests are permitted to reside on the Premises or in any Resident Unit.
2. License Fee. In consideration for the described revocable and limited license described above, Student agrees to pay the License Fee in accordance with the designated Payment Plan. If Student has not paid the entire Payment Amount then due by the Payment Date indicated under the Payment Plan described in the Sigma Chi Payment Plan Schedule attached as Appendix One to this Agreement, Student agrees to pay a late charge of Twenty-Five and No/100 Dollars (\$25.00) on the first day of delinquency. In addition, Student agrees to pay an additional administrative expense late charge equal to One and No/100 (\$1.00) per day for each day all or any portion of the Payment Amount is more than ten (10) days delinquent. Student understands that Licensor is not obligated to provide notice of Payment Date, and the responsibility for the timely payment of the Payment Amount on the respective Payment Dates is the sole responsibility of the Student. Payments may not be made in cash. Any payment that is attempted to be made in cash will be returned or, if accepted, will be made at the sole risk of the Student. Licensor is not responsible for the disappearance or misuse of any cash payment. Student also agrees to pay Licensor a Twenty-Five and No/100 Dollars (\$25.00) administrative expense

payment for each “NSF” or insufficient funds check given to Licensor. In accounting for payments of the Payment Amounts made by Student to Licensor, appropriate late charges and NSF fees will first be deducted from the amount paid, and any remaining amounts will be applied toward the Payment Amount due on the Payment Date.

3. License Deposit. Concurrent with the License Date and in addition to the License Fee, Student agrees to pay the License Deposit to Licensor. The License Deposit will be deducted from the first payment made by Student under the respective Payment Plan. If the first payment is not sufficient to cover the License Deposit and the applicable first Payment Amount, the amount paid will be applied to the License Deposit, and any remaining balance will be treated in the same manner as unpaid Payment Amounts that are subject to the late charges described in Paragraph 2 above. Student understands that the License Deposit will not be held in a separate or segregated account, but rather will be commingled in the accounts of Licensor or the general operating funds of the fraternity. Student further understands that the License Deposit will not bear interest. The License Deposit is solely to secure performance by Student of its duties and obligations under this Agreement, including the responsibility for payment of damages. Without limiting the foregoing, Licensor is permitted to apply all or part of the License Deposit to the repair of damages to the Premises in the manner described in this Agreement. Within a reasonable time after the end of the License Term, Licensor agrees to deliver an accounting to Student for the application of the License Deposit. Unapplied portions of the License Deposit will be returned to Student within a reasonable time after the expiration of the License Term. In its sole discretion, however, Licensor may elect to retain any unapplied portions of the License Deposit of Student if Student intends to reside on the Premises during the next academic year. Unapplied portions of the License Deposit that are retained by Licensor will be credited to the deposit for the next academic year. A portion of the License Deposit in the amount of Twenty-Five and No/100 Dollars (\$25.00) is, in all events a nonrefundable re-keying fee and will not be returned to Student and need not be accounted for by Licensor.
4. Student Obligations. Student must be officially admitted and enrolled in at least nine (9) credit hours at Arizona State University or at Arizona State University and a local community college to reside in the Premises, and will provide reasonable evidence of same from time to time upon request. Student agrees to abide by the terms of this agreement. Student agrees to abide by the terms and conditions of all polices and regulations of Arizona Sate University governing the conduct of students, including all applicable codes of conduct (“ASU Rules”). Student agrees to comply with the terms and conditions of the Sigma Chi Fraternity House Rules (“House Rules”) attached as Appendix Three to this agreement and applicable Interfraternity Council Rules. Student further agrees to comply with any modifications of the House Rules and ASU

Rules that may be enacted from time to time. Student agrees to keep the Premises in a good and clean condition and in a good state of repair. Student agrees to perform all house duties assigned to Student. Student agrees to keep his Resident Unit in a clean and organized manner. Student agrees that any officer or director of Licensor may use the master key for the Premises to enter the Resident Unit at any time for the purposes of inspecting the Resident Unit.

5. Damage and Destruction. Any damage or destruction to the Premises or Resident Unit that is caused or contributed to by the Student will be paid for by the Student separate and apart from the License Fee and License Deposit. Licensor reserves the right to apply all or any portion of the License Deposit in satisfaction for the Student's repair obligation. **If there is any damage or destruction to the Premises or to any Resident unit (including the windows, window frames, doors, door frames, and related hardware) that cannot be attributed to any active brother or pledge of Sigma Chi Fraternity (collectively referred to as the "Collegiate Members"), the cost for those repairs will be shared on an equal and prorata basis by all Collegiate Members residing on the Premises at either the time of the damage or at the time of allocations, in Licensor's sole and absolute discretion.** Licensor will have the right to apply all or any portion of the License Deposit to these unaccounted for damages.
6. Loss or Damage. Student understands and agrees that neither Licensor nor its officers or directors nor any members of the Alumni Chapter of Sigma Chi Fraternity are responsible for any items of personal property of the Student. Without limitation of the previous sentence, Student is solely liable and responsible for all loss, theft, or damage to personal property including any damage to vehicles or bicycles. Students are urged to obtain their own insurance coverage on personal property. Student also agrees that Licensor is not responsible for the failure or interruption of the utility services including the loss of water, heating, or air conditioning. Accordingly, Student acknowledges that it is not entitled to any deductions or offsets for the lack or inadequacy of utility services.
7. Early Termination. Student understands that the license to occupy the Resident unit during the License Term may be terminated by Licensor prior to the expiration of the License Term in its sole and absolute discretion at any time while a breach or delinquency exists, regardless of its prior forbearance (which shall not create a waiver or custom of waiver), if: (i) Student fails to pay the full Payment Amounts due on or before the Payment Dates set forth in the respective Payment Plan; (ii) Student fails to pay any other amounts due to Licensor under the terms of this Agreement; (iii) Student is "depledged" or "deactivated"; (iv) Student is removed from the Premises by vote of the active brothers of Sigma Chi fraternity ("Collegiate Chapter") or by Licensor, each in its sole and absolute discretion; (v) Student fails to continuously carry at

least nine (9) credit hours per semester at Arizona State university or at Arizona State University and a local community college, or (vi) Student is expelled or suspended from Arizona State university; unless Licensor determines, in its sole and absolute discretion and upon application by the Student to Licensor, that there exist emergency or other appropriate circumstances or extreme financial hardship to the Student. If Student's license to use the Premises is terminated for any reason set forth above, the License Deposit will be deemed non-refundable in its entirety, and the Student will be refunded any unearned portion of the License Fee.

8. Vacate and Abandonment. Student understands that the Premises will be closed during the Summer and Christmas breaks of Arizona State University. No access will be permitted to the Premises during these breaks except for those purposes approved in advance and in writing by the Licensor. Any Student on the Premises during these breaks will be considered a trespasser and may be locked out and/or forcibly removed from the Premises. Student agrees that it will vacate the Premises by no later than three (3) days after the last scheduled final exam for each semester. Student also understands that this Agreement does not cover the summer break. The Resident Unit occupied by Student must be returned in as good as or better condition as existed when first occupied by the Student, normal wear and tear excepted.

9. Collection

In addition to all other rights and remedies of Licensor pursuant to this agreement at law or in equity:

- a. If student is in default of any term of this Agreement, Licensor may request Arizona State university to withhold the release of all academic reports, grades, and transcripts of the Student until Student has cured the default (including, if applicable, the payment of all outstanding payments and late fees in full). Student specifically acknowledges Licensor's right to take this action in the event of a default by the Student, and Student agrees to indemnify, defend, and hold harmless Licensor and Arizona State University for, from, and against all loss, damage, and liability in the event this action is taken by Licensor.
- b. All Licensor's costs of collection shall become a part of the amount owed by Student and any recovery by Licensor may first be applied to such costs at Licensor's sole discretion.
- c. Student agrees that if Student fails to make any of the payments required under his Agreement, Licensor may report the failure of payment to a credit reporting agency in its sole and absolute discretion. Student specifically acknowledges Licensor's right to take this action, and Student agrees to indemnify, defend and hold harmless licensor

for, from, and against all loss, damage, and liability in the event any action is taken.

10. Guaranty. If Student is under the age of 18 years old, this Agreement and the Student's performance of all obligations under this agreement must be guaranteed by the Student's parents, legal guardian, or any responsible adult over the age of 18 years old. If the Student's parents are married, both parents must execute the guaranty. If applicable, this Agreement will be signed in the appropriate area provided under the License Guaranty below.
11. Timing and Notices. Student and Licensor agree that **time is of the strictest essence** in the performance of all duties and obligations under this agreement by Student.
  - a. Notices to Licensor. To be effective, all notices to Licensor that are required or permitted to be given under this Agreement must be in writing and must be delivered to Licensor only by Certified Mail return receipt requested at the Licensor's address provided in the cover page to this Agreement or as changed by written notice.
  - b. Notices to Student or Guarantor. To be effective, all required or permitted notices to Student or to Guarantor under the terms of this Agreement must be in writing and (i) delivered to Student either by hand delivery to the Student or posting on the door of the Student's Resident Unit, or (ii) to Student or Guarantor, as the case may be, by telecopy (with confirmation printout), by certified mail return-receipt-requested or courier delivery, in any such case to the last known address or telefacsimile phone number of the Student or Guarantor, or by hand delivery to the Guarantor,. Licensor may rely on the last such address or telefacsimile number furnished in writing by notice to Licensor as described in this Agreement.
  - c. In each case, the notice will be deemed given when either personally received, posted on the Residence Unit, telecopied to an appropriate telefacsimile number, or delivered to an appropriate address, all as described above, as the case may be.
12. Transfer of Licensor's Interest. Student understands and acknowledges that, from time to time, Licensor may assign, transfer or delegate its duties and obligations under this Agreement, in whole or part, to an assignee, transferee or deligee of the Licensor's choice. If a transfer, delegation or assignment occurs, Student understands that Licensor will be released from the corresponding duties and obligations under the Agreement, and the transferee or licensee will be solely responsible for such duties and obligations under the Agreement. However, no such assignment, transfer or delegation shall limit or impair Licensor's rights pursuant to this agreement.

13. License. Student, Licensor and any Guarantor intend and agree that this Agreement create a revocable and limited license and not a relationship as landlord and tenant. Student and Licensor agree that the license relationship is governed solely by this Agreement and the rules and codes of conduct incorporated into this Agreement.
14. Consolidation. At any time during the License Term, Licensor reserves the right to change or consolidate room assignments for any reason in its sole and absolute discretion. Student understands that, at any time during the License Term, Student may be required to move from his then-current single occupancy Resident Unit to a double occupancy Resident Unit, or Student may be required to accept a roommate. Licensor is not liable to make any reimbursements or allowances for improvements made by the Student to a Resident Unit, and any such improvements become the property of Licensor at its option, or licensor may require Student to remove same. In all events, any such improvements shall be approved in advance, in writing by Licensor.
15. Release. Student understands that activities on or about the Premises are fraternal in nature and, to a large extent, are the responsibility of and self-governed by the Collegiate Members, jointly and severally. As a result, Student releases Licensor (including its agents, affiliates, employees, officers and directors) from all claims of any kind or nature, whether currently existing or occur in the future (including, without limitation, personal injury, property damage, negligence or gross negligence), and whether known or unknown, that are alleged to result or arise in whole or part from any activities or any failure to act on or about the Premises, whether alleged to be or have been the responsibility of Licensor or others. Further, Student agrees to indemnify, defend, and hold harmless Licensor for, from and against all loss, cost, damage, expenses (including reasonable attorneys' fees), judgments or liability, or claims of same, in connection with or arising from any of the foregoing circumstances.
16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement must be brought in courts located in Maricopa County, Arizona. If an attorney is employed to enforce any term or condition of this Agreement, the prevailing party shall be entitled to its court costs as provided by law and reasonable attorneys fees as awarded by the judge of the court.
17. Pool. Student understands that there is an unsupervised pool and spa located on the Premises and Student knowingly assumes all risk of loss associated with the use of the pool by Student or his guests. Student agrees to abide by all pool rules established by Licensor or the Collegiate Members.

18. Remedies. In addition to those remedies outlined in the Agreement, Licensor may enforce this Agreement by all remedies available under Arizona law or equity including contract remedies and injunctive relief, at any time and from time to time in whole or part.

19. Appendices. The Appendices attached hereto are incorporated herein by this reference.

This Agreement has been delivered and executed as of the License Date by the parties signing below and may only be amended in writing signed by the parties and represents the entire agreement between the parties concerning the subject matter hereof.

“Student”

“Licensor”

Sigma Chi House Corporation of  
Epsilon Upsilon, Inc.  
An Arizona non-profit corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



License Guaranty

By their execution below, each of the undersigned Guarantors, jointly and severally, consents to this Agreement by Student, incorporates same herein by this reference, including any amendments thereto executed by the Student, and unconditionally and irrevocably guarantees the payment and performance of each and every term and condition of this Agreement by the Student. If Student fails to make any payment or perform any required obligations under the terms of the Agreement, Guarantor agrees to make the payments and cause the performance required by the Agreement upon notice and demand by Licensor. Guarantor understands that any failure by the Student to pay or perform will entitle Licensor, without any further notice or demand and without having to proceed against the Student or enforce or exhaust any remedies against the Student, to pursue all remedies available against Guarantors (whether or not payment or performance is first demanded or received in part from Student and whether or not Licensor proceeds against Student in whole or part), and will entitle Licensor to report any failure of payment to a credit reporting agency. Guarantor acknowledges that the license provided under this Agreement is a necessity to the Student, and that this guaranty is an independent guaranty. Guarantor warrants it has no defenses or offsets to this License Guaranty.

**[If married, both parents must sign.]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name and Street Address:

Printed Name and Street Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Voice: \_\_\_\_\_

Voice: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



Appendix One  
To  
Sigma Chi Residential  
License Agreement  
(Academic Semester)



**Sigma Chi**  
**Residential (plus Deposit) and General Operations Payment Plan Schedule**

<b>Payment Plan – Full Payment (10% Discount)</b>	
<b>Payment Amount</b>	<b>Payment Date</b>
\$1,644.38 + \$252.38 = \$1,896.76	January 21, 2003
\$1,896.76	Total Paid
<b>Payment Plan – Two Payment</b>	
<b>Payment Amount</b>	<b>Payment Date</b>
\$899.66 + \$140.21 = \$1,039.87	January 21, 2003
\$899.66 + \$140.21 = \$1,039.87	February 11, 2003
\$ 2,079.73	Total Paid
<b>Payment Plan – Three Payment (5% Interest)</b>	
<b>Payment Amount</b>	<b>Payment Date</b>
\$625.59 + \$98.15 = \$723.74	January 21, 2003
\$625.59 + \$98.15 = \$723.74	February 11, 2003
\$625.59 + \$98.15 = \$723.74	March 4, 2003
\$ 2,171.22	Total Paid
<b>Payment Plan – Four Payment (10% Interest)</b>	
<b>Payment Amount</b>	<b>Payment Date</b>
\$488.56 + \$77.12 = \$565.68	January 21, 2003
\$488.56 + \$77.12 = \$565.68	February 11, 2003
\$488.56 + \$77.12 = \$565.68	March 4, 2003
\$488.56 + \$77.12 = \$565.68	March 25, 2003
\$2,262.71	Total Paid
<b>Payment Plan – Five Payment (15% Interest)</b>	
<b>Payment Amount</b>	<b>Payment Date</b>
\$406.34 + \$64.50 = \$470.84	January 21, 2003
\$406.34 + \$64.50 = \$470.84	February 11, 2003
\$406.34 + \$64.50 = \$470.84	March 4, 2003
\$406.34 + \$64.50 = \$470.84	March 25, 2003
\$406.34 + \$64.50 = \$470.84	April 15, 2003
\$2,354.20	Total Paid

Revised 1/15/03



Appendix Two  
To  
Sigma Chi Residential  
License Agreement  
(Academic Semester)





## Sigma Chi General Operations Fee Payment Plan Schedule for Non-Residents

Purpose. It is understood that certain operations of the residence are for the general purpose of all active and pledge members and as such some of the costs associated are born in common, such as the General Liability and Property Insurance.

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### Payment Plan – Full Payment (10% Discount)

Payment Amount	Payment Date
\$252.38	January 21, 2003

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### Payment Plan – Two Payment

Payment Amount	Payment Date
\$140.21	January 21, 2003
\$140.21	February 11, 2003
\$280.42	Total Paid

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### Payment Plan – Three Payment (5% Interest)

Payment Amount	Payment Date
\$98.15	January 21, 2003
\$98.15	February 11, 2003
\$98.15	March 4, 2003
\$294.44	Total Paid

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### Payment Plan – Four Payment (10% Interest)

Payment Amount	Payment Date
\$77.12	January 21, 2003
\$77.12	February 11, 2003
\$77.12	March 4, 2003
\$77.12	March 25, 2003
\$308.47	Total Paid

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### Payment Plan – Five Payment (15% Interest)

Payment Amount	Payment Date
\$64.50	January 21, 2003
\$64.50	February 11, 2003
\$64.50	March 4, 2003
\$64.50	March 25, 2003
\$64.50	April 15, 2003
\$322.49	Total Paid

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Revised 1/15/03



Appendix Three  
To  
Sigma Chi Residential  
License Agreement  
(Academic Semester)



## **EPSILON UPSILON CHAPTER OF SIGMA CHI FRATERNITY BY-LAWS**

### **PREAMBLE**

Believing that where there is law there is liberty, we the members of the Epsilon Upsilon Chapter of the Sigma Chi Fraternity do establish these by-laws for the government of our chapter, and we do solemnly affirm to uphold them.

### **ARTICLE I**

#### **MEMBERSHIP**

##### **SECTION 1. PLEDGING:**

- A. The Rush Committee and the Rush Chairman shall be charged with the duty of extending all bids.
- B. The Rush Chairman may extend a bid prior to rush week. This bid may be revoked by a majority vote of the Rush Committee
- C. To comply with statute 3.10 of the Sigma Chi Constitution, all prospective pledges must be approved by 90% of the active members present.
- D. No more than two ballots shall be held on any candidate for pledging or depledging in a single chapter meeting
- E. A pledgeship can only be broken through proper bids and balls procedures.
- F. Breaking of a pledgeship must be accomplished in two regular or special chapter meetings. Pledges are to be brought up for blackball in a regular or special chapter meeting and must be voted on in the following meeting.
- G. A pledge must appear before a pledge commit to be eligible for blackball unless the pledge is put up for expulsion during the last chapter meeting before the commencement of I-week or at mid-semester "ball"
- H. Blackball vote shall be conducted by secret ballot.
- I. It shall take a vote of five brothers or 20% of the active members present and voting at a regular chapter meeting, whichever is greater, to blackball a pledge.
- J. If a pledge has not been initiated by the end of the second semester pledged, his pledgeship shall be automatically terminated.
- K. To comply with statute 3.13 of the Sigma Chi Constitution, every pledge is eligible for blackball at the last regular or special chapter meeting prior to his initiation

##### **SECTION 2. INITIATION:**

- A. No person shall be initiated into membership unless he has fulfilled all of the requirements of the general fraternity, as explained in Statute 3.07 of the Sigma Chi Constitution and in the Executive Committee Regulation 3.07-2.
- B. No person shall be initiated into membership unless he has fulfilled all of the requirements set down by the Inter-Fraternity Council and Arizona State University
- C. A pledge must have maintained a 2.25 GPA average based on his coursework at ASU only during his pledge semester to be eligible for initiation.
- D. A pledge must carry at least seven semester hours during his pledgeship, at Arizona State University only, to be eligible for initiation.
- E. No person shall be initiated into membership unless he has received a minimum of ten weeks of instruction, under the tutelage of the Magister.

##### **SECTION 3. AFFILIATION:**

- A. A member of another chapter of the Sigma Chi Fraternity may affiliate with the Epsilon Upsilon Chapter, only after written confirmation from his original chapter stating that he is in good standing, financially and otherwise.
- B. Any affiliated member is subject to all the provisions of the By-Laws of the Epsilon Upsilon Chapter of Sigma Chi.
- C. Member affiliation should follow this procedure:

1. Prior to affiliation, the requesting brother shall attend at least 3 consecutive regularly scheduled chapter meetings.
2. The requesting brother shall present to the Executive Committee a written request for affiliation along with the written confirmation of part A of this section.
3. The applicant's formal affiliation shall require the approval of  $\frac{3}{4}$  of the active members present and voting at a regular chapter meeting.

**SECTION 4. FINANCES:**

- A. The active membership of the chapter shall consist of only those brothers in good standing
- B. Good standing is lost for financial delinquency.
- C. To remain in good standing brothers must live in the house for at least the first two semesters after activation.
  1. If a brother lives in the house as a pledge, this does fulfill one of his required semesters
  2. Any excuse not to meet this requirement must be approved by an executive majority vote.
  3. If the house is full, a brother must still fulfill his obligation to live in the house until he graduates.
- D. National dues must be paid in full until a brother's name is taken off the national roll, he graduates, or he becomes a Life Loyal Sig.
- E. Any brother or pledge living in house must pay full social and chapter dues as well as room and board until the discount in section 4F is earned.
- F. If a brother has lived in for 4 semesters he will receive a \$100 discount for every additional semester, whether lining in or out of house.

**SECTION 5. PERSONA NON-GRATA:**

- A. Persona non grata shall be defined as an involuntary inactive status on which a brother can be placed by a  $\frac{2}{3}$  majority of the active brothers and voting at a regular chapter meeting
- B. Reasons for placing a brother on a persona non grata status shall be lack of financial responsibility or bringing discredit to Sigma Chi.
- C. A member brought up for persona non grata (PNG) must have written charges brought up against him. The vote shall take place at the chapter meeting following the meeting when the charges were introduced.
- D. A member placed on persona non grata shall have all connections with the chapter severed.

**ARTICLE II**

**MEETINGS**

**SECTION 1. CHAPTER MEETINGS:**

- A. Regular formal chapter meetings shall be held weekly on Sundays at 5:30pm. Any deviation from this shall be announced by the Consul, in writing, at least 24 hours prior to the regular meeting time.
- B. Special chapter meetings may be called by the Consul at any time. Due notice shall be provided in writing concerning the time of the meeting.
- C. All regular chapter meetings shall be conducted according to the Ritual of the Sigma Chi Fraternity.

**SECTION 2. Attendance:**

- A. Attendance at the ceremonies of Initiation and Formal Pledging is mandatory unless legally excused as hereinafter prescribed.

**SECTION 3. FINES and EXCUSES:**

- A. Legal excuse for absence from a designated event shall be:
  1. Classes at the time of the event.
  2. Personal illness.

3. Serious illness of a member in the immediate family.
  4. A death in the immediate family
- \*\*Other excuses shall become legal at the excision of the Consul, subject to a 2/3 overruling by the members voting and present at a regular chapter meeting.
- B. A brother absent from the Initiation Ceremony of Formal Pledging, without a legal excuse, shall be fined in the amount of \$25.00
  - C. A fine of \$20.00 will be levied for missing the first night of rush, and \$5.00 for missing rush events.
  - D. There will be a \$10.00 fine for missing a philanthropic event that a brother agrees to attend, without giving a 2 day notice.
  - E. A fine of \$5.00 shall be levied against any executive office that does not attend the weekly executive meetings.
  - F. All fines approved by the active chapter will be enforced as deemed necessary by the Judicial Committee, with the amount not to exceed \$10.00 for any single event. The only exceptions to this rule are Initial, Formal Pinnings, and any malicious acts resulting in excessive visible damage to any physical portion of the chapter house.
  - G. A record of fines shall be kept by the Annotator and he will inform the Quaestor to add the appropriate amount to the guilty brother's house bill.
  - H. Fines will be tacked on to the guilty brother's house bill. Any further collection action shall be handled by the Quaestor.

#### **SECTION 4. VOTING:**

- A. Voting shall be a majority vote and shall decide all questions unless otherwise provided by the law.
- B. The Consul may excuse voting constraints on members when he sees fit (house politics). Examples are The Sweetheart of Sigma Chi, Awards...
- C. A brother must have been present in the meeting the previous week to vote on old business (includes blackballs). A brother must be current and in good standing to have full voting rights.
- D. Any member may demand a secret ballot by a 2/3 vote by those voting members present at a regular chapter meeting.
- E. The Consul shall vote only in case of tie.
- F. A brother is allowed to vote only after he has fulfilled his ritualistic obligation to the Chapter.

### **ARTICLE III**

#### **OFFICERS**

##### **SECTION 1. CHAPTER OFFICERS:**

- A. The officers of the Chapter shall be those prescribed by the Sigma Chi Ritual, and, in addition, such officers as are necessary to perform the efficient administration of the chapter.
- B. The Consul shall appoint such other officers, as he deems necessary.
- C. The Consul and Quaestor shall preside over their officers for 1 year; all other officers' terms are limited to 1 semester.

##### **SECTION 2. NOMINATION AND ELECTION OF OFFICERS:**

- A. Nominations are opened at least 1 week prior to elections and remain open until the elections.
- B. Any brother may make a nomination from the floor of the chapter meeting.
- C. A member must be present to accept a nomination for office.
- D. Officers of the chapter shall be elected two weeks before the expiration of each semester.
- E. The Consul must put himself up for a vote of confidence halfway through his term. He must receive a vote in order to continue his term.
- F. No brother may hold more than one office that could possibly create a conflict of interest
- G. Appropriate corrective measures must be taken by the Consul when necessary.

##### **SECTION 3. INSTALLATION OF OFFICERS:**

- A. No officer shall be installed into the respective office to which he has been elected until all debts and obligations due, owing or unpaid to the chapter have been remitted in full.
- B. The installation of the officers shall be conducted according to the Ritual.
- C. No brother may hold an office until he has fulfilled his Ritualistic obligation.

**SECTION 4. DUTIES and OBLIGATIONS OF OFFICERS:**

- A. Consul, Pro Consul, Annotator, Quaestor, Magister, House Manager, Social, Chapter Editor and Kitchen Steward must live in house.
- B. Officers shall have the duties prescribed by the Ritual, and these by-laws, along with the duties set forth by the Pro Consul.
- C. The Consul and the Quaestor shall receive full room, board and social.
- D. It shall be the responsibility of the Annotator to see that every member is provided with a set of by-laws. It shall also be his responsibility for having the By-laws read at least once a semester to a regularly scheduled pledge meeting.

**SECTION 5. SCHOLASTIC ELIGIBILITY:**

- A. No person in the active chapter shall be nominated for an office nor hold an office unless he has maintained in the previous semester, a cumulative average and class load requirement which is a prerequisite to initiation in Sigma Chi (2.25 GPA. w/ 7 semester hours at ASU). It will be the duty of the Annotator to verify all officers meet these requirements.

**SECTION 6. REMOVAL OF OFFICERS:**

- A. Any officer may be impeached for non-exemplary conduct not becoming a Sigma Chi, or for incompetence or neglect in the performance of his duties.
- B. It shall require a majority vote of the voting members present at a regularly scheduled chapter meeting to keep an officer at his position. The vote can only take place after charges have been formerly brought against the brother in writing, to the previous chapter meeting.
- C. The impeached officer's position shall be filled by appointment of the highest-ranking officers until a new officer is elected. Nominations and elections shall be held immediately thereafter in a regularly scheduled chapter meeting.
- D. In the event that the Consul is impeached, the Pro Consul shall assume the duties of the Consul until a new Consul is elected via the normal nomination and election process. The newly elected Consul shall server the unexpired time of his predecessor.

**SECTION 7. VOTE OF CONFIDENCE:**

- A. At the regularly scheduled chapter meeting in March and October, any brother may call a vote of confidence upon any officer. Any officer not receiving a majority vote in his favor shall resign from his office and responsibilities. If this were to take place, the Executive Committee shall present a nominee for the vacated position, and a regular vote shall be called for the next regularly scheduled chapter meeting.

**ARTICLE IV**

**COMMITTEES**

**SECTION 1. COMMITTEES:**

- A. The standing committees shall be the Executive Committee, Finance Committee, Rush Committee, Judicial Committee, Pledge Committee and the Ritual Committee.
- B. At the suggestions of either the Executive Committee or the active chapter, the Consul shall authorize any special committee

**SECTION 2. THE EXECUTIVE COMMITTEE:**

- A. The Executive Committee chaired by the Pro Consul, shall consist of the Consul, Annotator, and all other officers of the Chapter.
- B. The Executive Committee shall meet once a week on Thursday night at 6:00pm unless otherwise noted.



- C. The Executive Committee shall have the power to pass a motion by a majority vote of those members present. The motion then becomes law subject to overruling by a 2/3 majority vote of the active members present and voting at the next regularly chapter meeting.

**SECTION 3. THE JUDICIAL COMMITTEE:**

- A. The Annotator shall chair the Judicial Committee and appoint four active members to serve as unbiased jurors.
- B. The Judicial Committee shall have the power to levy fines as prescribed in these by-laws and those mandated by the active chapter and the Annotator.
- C. If a brother or pledge cannot attend the fineable event, he must turn in a written excuse to the Annotator.
- D. Any appeal of a Judicial Committee ruling must be given to the Consul, in writing, 48 hours prior to the next regular chapter meeting. The decision of the committee may then be overturned by a 3/4 vote of the active members present and voting at that chapter meeting.

**SECTION 4. THE FINANCE COMMITTEE:**

- A. The Finance Committee can be made up in any matter by the Quaestor, but generally includes an alumnus financial advisor, the Consul, and any other qualified brothers in good standing.
- B. The Finance Committee shall require that the Quaestor submit a copy of the budget and of all audits to the chapter, the Chapter Advisor, the House Corporation, the Grand Praetor and the General Headquarters Office of the Fraternity.
- C. The Finance Committee shall require that the Quaestor submit, in approved accounting form, a written statement of profit-loss, and the expense break down to all the parties in part B, of this section. The statement must be submitted no later than the 15th of the month for the previous month.
- D. The Finance Committee shall be responsible for the financial policy of the chapter and its fulfillment. Any brother who does not abide by the provisions mentioned in these by-laws, or hereinafter mentioned, for the payment of bills to the Chapter shall be subject to such disciplinary action as the Finance Committee deems best. Executive Committee Regulation 7.01-1 of the Sigma Chi Constitution will be invoked whenever necessary.

**SECTION 5. RUSH COMMITTEE:**

- A. The Rush Committee shall have a chairman elected by the Chapter.
- B. The Rush Committee shall consist of the Rush Chairman and seven members Chosen by the Rush Chairman.
- C. The Rush Committee shall plan and execute all rushing functions. They will keep the Chapter informed of what their plans and budget are.
- D. Bidding
  - 1. Four yes votes will place the rushee on the "A" list.
  - 2. Four no votes will exclude the rushee from receiving a bid.
  - 3. If the rushee receives less than 4 votes he is placed on the "B" list.
  - 4. Rushees on the "A" list will be notified of their bid on the appropriate day outlined by IFC
  - 5. Official bids will be extended by the Rush Chairman and at least one other member of the Rush Committee
  - 6. "B" list rushees will be encouraged to meet more people and will be asked to keep coming around.
  - 7. No rushee shall be told of his status at any time.
  - 8. The Rush Chairman must meet all of the rushees before that are voted on.
  - 9. Meetings will be held after every Rush event.
  - 10. Prior to rush week, the Rush Chairman may extend a bid. The bid may be revoked by a majority vote of the Rush Committee.

**SECTION 6. RITUTAL COMMITTEE:**

- A. The Ritual Chairman will be head of the Ritual Committee. The Magister and assistants will co-chair the committee and the Kustos will serve as an active member.

- B. The Ritual Committee shall have complete charge of all initiation paraphernalia, the constitution of such, and its removal. The Consul and the Magister shall assist in any duties, which may pertain to the Ritual.

**SECTION 7. PLEDGE COMMITTEE:**

- A. The Pledge Committee will be formed by the Magister, and it may include any active brother except a junior initiate.
- B. A pledge must appear before Pledge Committee for the following reasons:
  - 1. He received two write-ups from an active brother.
  - 2. He is mandated to do so by 20% vote of the active members present and voting at a regular chapter meeting.
- C. The Committee can repose a referral after careful review for the reasons for the referral.
- D. All Pledge Committee referrals will be based on the seven ideals of the Jordan Standard.

**ARTICLE V**

**FINANCES**

**SECTION 1. DUES:**

- A. In-House dues will be \$1,850 and out of house dues will be \$375 unless a brother receives a discount of \$100 outlined in Article I Section 4F
- B. Pledge dues will be the same as the brother's dues plus an additional \$160 to cover the \$45 national pledge dues and a \$115 initiation fee.
- C. Brothers must inform the Quaestor of plans to go alumni and to be taken off the books before the first payment of the semester is due or will be held accountable for paying full semester dues. Must put request in writing and have the Quaestor's signature on the request as a receipt.
- D. No verbal agreements.

**SECTION 2. PAYMENT PLANS, DATES, AND DISCOUNTS:**

- A. There are three in-house payment plans:
  - 1. Pay in full by first payment date and receive \$100 discount
  - 2. Pay in two equal installments at first and third payment dates and receive \$50 discount (\$25 per installment)
  - 3. Pay in four equal installments and receive no discount.
- B. There will be no discount on out of house payments except for that given in Article I Section 4F and Article V Section 2C
- C. Brothers that have paid full chapter dues for eight semesters will no longer be required to pay Chapter dues except for National semi-annuals (\$32.50). Pledge semester will be included as one of the semesters. This does not include the amount owed for living in-house.
- D. Payment dates will be the last day of the month:
  - 1. Fall: August, September, October and November.
  - 2. Spring: January, February, March and April.
- E. Brother's payment on the first payment date will automatically determine his payment plan.
- F. Amounts paid in excess of current amount due will be credited to the next payment.

**SECTION 3. FORM REQUIREMENTS:**

- A. Information sheet, for account purposes, must be completed by each brother and turned in to the Quaestor to remain in good standing
- B. Contracts must be filled out by each brother planning to live in the house the upcoming semester in order to save a room. Contracts must be filled out and turned in to the House Manager two weeks prior to the last day of finals.
- C. Pledges will be required to sign a contract upon taking a bid. The contract will be an agreement with the pledge stating that upon being activated, he will pay full dues set forth by the Chapter unless he is taken off the books of the Chapter

#### **SECTION 4. PENALTIES AND SUSPENSION**

- A. One percent of the amount currently due will be added to the next payment due for every day late on payment. All penalties must be paid for by the last day of finals for that semester.
- B. Brothers are responsible to know the status of their own account and do not have to be informed of their social probation status for it to be effective.
- C. Action to be taken on late accounts:
  1. One-week late – social probation and loss of vote. Those found in violation of social probation will be escorted out of the event and will be sent to a joint hearing of the financial and judicial committees to decide on appropriate penalty.
  2. Two weeks late – Brother will be brought p for financial suspension. If voted to be suspended, all forms will be sent to National and parents will be contacted on late account (if applicable). If not voted to be suspended, will automatically be voted on each week until either suspended or account is paid.
  3. Three weeks late (whether brother is suspended or not) – Account will be reported to a collection agency. Brother will be evicted if living in house. Eviction date is to be the 22<sup>nd</sup> of the month following the month payment was not received.
  4. Accounts not zeroed out by the last day of finals will automatically be subject to Article V. Section 4C 3. These brothers will be voted on for suspension during the first chapter meeting of the following semester.

#### **SECTION 5. EXCEPTIONS:**

- A. Any and all exceptions to Article V will be at the discretion of the Financial Committee, NOT THE QUAESTOR.

### **ARTICLE VI**

#### **SECTION 1. HOUSE RULES:**

- A. Members shall be held liable for any and all damage which they may inflict upon house property
- B. Fire extinguishers will be used for emergency reasons only.
- C. No one is allowed on the roof at any time, for any reason.
- D. No house equipment is to be taken outside the fraternity house for any reason.
- E. There shall be no eating, drinking, smoking, or chewing of tobacco in the Chapter room if any Executive Officer has closed the room off.
- F. A Shirt and shoes shall be worn at all times in the kitchen or dining room.
- G. Passkeys will only be issued to the Consul, House Manager, and Resident Advisor.
- H. No eating utensils shall be removed from the kitchen or dining area.
- I. The fire alarm shall only be set off in the event of an actual fire.
- J. Any additions or alterations to any part of the house will become part of the house, unless the person responsible will pay for all damages resulting from the removal of said objects.
- K. All pledges and actives will be required to live in house as stipulated in Article I Section 4C. If the house is filled, a brother may move out according to seniority by initiation.
- L. Rooms will be assigned by the House Manager and the Quaestor. Actives will have priority over pledges and an active will have first priority on the basis of previous length of sty in the house, up to 4 semesters, seniority in the house and past financial status.
- M. Possession or use of any illegal drugs and use of firearms on the premises of the Epsilon Upsilon chapter is punishable by immediate eviction from the house and immediate expulsion from the General Fraternity and all chapter activities until all recourse is performed. This eviction is to be carried out by two officers of any combination of the following: Consul, Pro Consul, Annotator, Quaestor, and/or Resident Advisor. Recourse is by appeal to the Judicial Committee within ten days of the incident. A \$75.00 deposit will be presented to the Annotator one day prior to the Judicial Committee meeting. The punishment will be a fine not to exceed \$75.00 and/or expulsion and eviction from the chapter house.
- N. There will be no summer residents in the Chapter House unless specified by the Consul
- O. There will be no riding of bicycles or motorized vehicles within the enclosed walls of the house, including the courtyard.

- P. No “Balcony Testing” of artifacts will be permitted on the premises of the Epsilon Upsilon Chapter
- Q. Jumping from the roof into the pool or spa will result in expulsion
- R. Brothers will be held responsible for their own mess.

**SECTION 2. FINES:**

- A. All violations of these by-laws are subject to fines as deemed necessary and imposed by the Judicial Committee.

**ARTICLE VII**

**CONDUCT**

**SECTION 1. GAMBLING, DRUNKENNESS. AND IMMORALITY:**

- A. Gambling in the chapter house, bringing immoral persons into, or harboring them within the chapter house, and possession or using illegal drugs in the house shall be prohibited. This provision shall apply to all members of the fraternity, pledges, and to anyone else staying in the house for any reason.
- B. Any violation of the foregoing ruling shall be subject to disciplinary action by the Judicial Committee and/or expulsion.

**ARTICLE VIII**

**GENERAL**

**SECTION 1. DISTRIBUTION OF BY-LAWS:**

- A. Copies of these by-laws shall be provided for each pledge, and he will be required to be acquainted with the contents as part of his pledge training.

**SECTION 2. READING OF BY-LAWS:**

- A. The Annotator shall be responsible for a complete reading of the by-laws in a regular chapter meeting at least once a semester.

**SECTION 3. REGULATIONS REGARDING ACTIVE CHAPTER BY-LAWS:**

- A. (Sigma Chi Constitution, No. 6.02) Active chapters shall adopt by-laws for its government, and file a copy thereof with the Executive Committee.

**SECTION 4. PINS AND BADGES:**

- A. The Ted Christy Memorial Badge shall be worn by the Consul during his term in office.

**ARTICLE IX**

**AMENDMENTS**

**SECTION 1. PROCEDURES TO MAKE AMENDMENTS:**

- A. To amend these By-laws, a proposal must be presented in writing to the Executive Committee at their regular meeting time. The Committee will then follow the procedures outlined in Article IV, Section 2C

**SECTION 2. OVERRIDING THE BY-LAWS:**

- A. A ¾ majority vote of the voting members present and voting shall be required to override a By-law, and such actions shall not set a precedent.

**SECTION 3. SUSPENDING A BY-LAW:**

- A. To temporarily suspend a By-law, a 90% majority vote of those members present and voting shall be required.