

HOUSE POLICIES
FOR THE
ALPHA SIGMA CHAPTER OF THETA CHI FRATERNITY

SECTION 1 – GENERAL

- 1.1 The Fraternity is intended to provide an environment suited to academic and personal growth by promoting a quality of life which respects the rights of individuals and provides opportunities for development through the fraternity pledge or members' involvement in the University of Oregon and local community. The Fraternity House is only available for use by those students who are enrolled at the University of Oregon. The Fraternity does not offer month to month or temporary housing for students.
- 1.2 This contract is based on the established educational goals of the University, consideration for other individuals, health and safety standards, compliance with established laws, and the University Student Conduct Code.
- 1.3 Theta Chi Fraternity actively promotes cultural diversity and equal opportunity. We honor the humanity that joins us and we celebrate the differences that distinguish us. The Fraternity has an expectation that all pledges or members will actively participate in creating a welcoming atmosphere that values all pledges or members without regard to race, color, sex, sexual orientation, national origin, age, religion, marital status, disability, or veteran status.

SECTION 2 – DEFINITIONS

- 2.1 **Academic Year:** Approximately a nine (9) month period beginning with the first day of registration and orientation in September and concluding with the last day of finals in June.
- 2.2 **Alpha Sigma Alumni Association of Theta Chi Fraternity:** The Alumni Association owns the Fraternity House, the related property, and the non-personal contents there in. The Alumni Board is composed of the officers of the Alumni Association that are responsible for operating the Alumni Association.
- 2.3 **Alpha Sigma Chapter of Theta Chi Fraternity:** The Chapter is a part of the system of the Theta Chi Fraternity International, which is headquartered in Indianapolis, Indiana. Its pledges and members are allowed to live in the Fraternity House.
- 2.4 **Contract Days:** The time period for which pledge or members are charged room and board between the opening and closing of the Fraternity House for each term.
- 2.5 **Dead Week:** Last week of classes before finals week.
- 2.6 **Executive Council:** The Executive Council is composed of the elected officers of the Alpha Sigma Chapter of Theta Chi Fraternity.
- 2.7 **Fraternity:** This is a reference to the Alpha Sigma Chapter of Theta Chi Fraternity.

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- 2.8 **Fraternity House:** The facility located at 1125 East Nineteenth Avenue, Eugene, Oregon, and also termed as "House".
- 2.9 **Interim Break:** The time period between each term when classes are not in session and the Fraternity House is closed.
- 2.10 **Loft Beds:** A fixed bed unit, provided by Fraternity House, attached to the ceiling and floor that has two adjustable platforms that can be used for sleeping and storage; each platform can be adjusted to different heights.
- 2.11 **Member:** An individual who has been initiated into the Alpha Sigma Chapter of Theta Chi Fraternity.
- 2.12 **Pledge:** An individual who has been selected to become a member of the Alpha Sigma Chapter of Theta Chi Fraternity, but has not gone through initiation to become a member.
- 2.13 **Resident Advisor (RA):** Part-time, non-professional person living in the Fraternity House to oversee the operation of the House. The individual shall work to ensure the development of a positive environment; and serve as a mediator, educator, advisor, policy enforcer, and trainer.
- 2.14 **Study / Sleep Rooms:** An individual room that houses one or more pledges or members. Not all rooms are identical as some variations in size, available furniture, and view exist. No rate adjustment is made for variations.

SECTION 3 – POLICIES AND PROCEDURES

3.1 Alcohol and Drugs

- 3.1.1 All state and federal alcohol laws shall be in effect in the Fraternity House.
- 3.1.2 Possessing, consuming, or furnishing alcoholic beverages is prohibited in the Fraternity House. That include pledges and members that are twenty-one (21) years of age and older.
- 3.1.3 Pledges and members living in the Fraternity House are prohibited from displaying and/or possessing alcoholic beverage containers within Fraternity House or premises. Possession of a rapid-consumption device (i.e. "beer bong") is prohibited in the Fraternity House.
- 3.1.4 Group activities where alcohol is being consumed are prohibited.
- 3.1.5 Illegal use, possession, or furnishing of controlled substances on the Alumni Association owned or controlled property or at any University sponsored or supervised activities is prohibited.

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- 3.1.6 Possession or use of drug paraphernalia is prohibited in the Fraternity House. Drug paraphernalia includes “bongs”, pipes, and/or other devices that may be used to facilitate the consumption of illegal drugs. Any paraphernalia found will be confiscated and destroyed.
- 3.1.7 Narcotics and dangerous drugs shall be defined in accordance with the statutes of the State of Oregon and the Student Conduct Code.
- 3.1.8 Detectable intoxication by pledges or members within the Fraternity House or premises is prohibited.

3.2 Pledge and Member Conduct

- 3.2.1 Disciplinary sanctions, as serious as suspension or expulsion from the Fraternity, and/or eviction from Fraternity House with concomitant risks of financial loss as stated in the Terms and Conditions, may be imposed against any pledge or member found responsible for committing, attempting to commit, or intentionally assisting in the commission of any of the offenses listed in the Student Conduct Code.
- 3.2.2 A \$25 administrative conduct hearing fee will be assessed to any pledge or member who is found responsible for violating the Fraternity Housing Policies.
- 3.2.3 Any pledge or member’s behavior to self or other pledge or members (including disorderly conduct) that results in unreasonable noise, that disrupts the Fraternity House, or demonstrates an unwillingness to live in a group setting is prohibited. Courtesy for neighbors in the academic environment prevails and noise will be kept to a minimum at all times.
- 3.2.4 Minimum quiet hours are Sunday through Thursday, 9:00 PM to 9:00 AM, and Friday through Saturday, from 12:00 Midnight to 9:00 AM with the exception of extended quiet hours. The Executive Council of the Fraternity Chapter may extend established quiet hours to further restrict noise levels. Beginning the Wednesday of each Dead Week the quiet hours will be 24 hours a day. The right to sleep and study supersedes the right to make noise per the Student Conduct Code.
- 3.2.5 The Fraternity House is subject to the City of Eugene ordinance regarding excessive noise.

3.3 Dangerous Devices

- 3.3.1 Possession, use, or threatened use of firearms (including but not limited to martial arts weapons, BB guns, air guns, and paint guns), ammunition, explosives, dangerous chemicals, or any other objects as weapons on the Fraternity property is prohibited per the Student Conduct Code.
- 3.3.2 Possession of knives with a blade longer than 4 inches is prohibited.
- 3.3.3 Misuse of personal defensive devices – that is pepper spray, etc., is prohibited. The owner is responsible and accountable for any misuse of these devices.

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3.4 Equipment Use

- 3.4.1 The use of any sports equipment, such as bicycles, skates, skateboards, balls, or frisbees is prohibited within the Fraternity House.
- 3.4.2 Sports equipment must be kept in designated areas or in a Study / Sleep Room. Sports equipment may be confiscated if left or used in unauthorized areas.
- 3.4.3 Fraternity House equipment, supplies, and furnishings must not be dismantled or removed from their designated area. Charges will be assessed for misuse, removal, damage, or theft.

3.5 Facilities

- 3.5.1 Unauthorized entry to, or use of the facilities, including buildings and grounds, is prohibited. Use of the Fraternity House is limited to the pledge or members, their escorted guests, and other persons specifically authorized by the Fraternity.
- 3.5.2 The presence of any non-pledge or non-member of the Fraternity not authorized by Fraternity constitutes a trespass. Those trespassing on the premises of the Fraternity may be arrested under the ordinances of the City of Eugene.
- 3.5.3 Pledge or members are not allowed on roofs, allowed to climb up the sides of buildings, or to be on the outside ledges of the Fraternity House. Nothing is to be placed, stored, or exhibited on the outside ledges of the buildings. Windows are to remain in their tracks. Pledge or members are not allowed to sit on window sills or extend any part of their body outside the window sills. Removal of any window screen is prohibited. Nothing is to be thrown, dropped, or spilled from the roofs, ledges, or windows. Violations of this policy may result in sanctions ranging from a \$50 fine to immediate eviction from the Fraternity.
- 3.5.4 Posting of unapproved signs or erecting antennas or any other objects on the exterior of buildings is prohibited.
- 3.5.5 Authorized personnel may enter a pledge's or member's room for purposes of maintenance, routine inspections, cleaning, or in response to emergencies.

3.6 Facility Access

- 3.6.1 The pledge or member agrees to allow the Chapter Officers, Alumni Board, City Fire Marshal and their agents and employees the right to enter his room during reasonable hours for inspections and to make repairs and/or alterations. Neither the Chapter nor the Alumni Association will abuse its right of access. Except in emergencies or where it is impractical, the Chapter and/or the Alumni Association will give reasonable notice of its intent to enter; and will do so only at reasonable times. The pledge and member understands that when he requests maintenance work, that he will not necessarily receive any prior notice that workers will be entering his room. In the case of emergency where immediate access is necessary, the pledge or member waives his right of advance notice. The pledge or member further understands that if he abandons his room, then he waives all rights of consent and notice prior to entry.

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3.7 Fire Safety

- 3.7.1 Fire drills will be held periodically to ensure that pledges or members are aware of the alarm and the emergency building evacuation plan. The building evacuation plan for each building is posted on every floor and should be reviewed by each person. Every alarm must be treated as an emergency and all persons must evacuate the building immediately. Exceptions to evacuating will be in the event of fire alarm testing or repair. Notices will be posted on the entry doors to each floor at least twenty-four (24) hours prior to testing or repair, except in cases of emergency.
- 3.7.2 Possession, displaying or burning of flammable materials including, but not limited to, fireworks, candles, incense, gasoline, and kerosene lamps is hazardous to the health and safety of pledges or members and is prohibited inside the Fraternity House.
- 3.7.3 No fuel-powered motor vehicles or associated parts are permitted within the Fraternity House for use, maintenance, repair, or storage.
- 3.7.4 A fine or immediate eviction will be imposed for any of the following:
 - 3.7.4.1 Smoking in the Fraternity House, \$50 fine.
 - 3.7.4.2 Failure to evacuate the Fraternity House during a fire alarm drill, \$50 fine.
 - 3.7.4.3 Propping open a fire door, \$100 fine.
 - 3.7.4.4 Failure to evacuate the Fraternity House during a fire alarm, \$150 fine.
 - 3.7.4.5 Activating a false alarm in the Fraternity House, \$250 fine.
 - 3.7.4.6 Creating a fire hazard, determined by the Alumni Board.
 - 3.7.4.7 Malicious tampering with fire alarm and fire sprinkler systems and equipment (fire extinguishers, plastic ties securing valves, fire alarm panel, fire alarms, fire alarm pull stations, smoke detectors, fire sprinkler heads, fire sprinkler piping, fire sprinkler valves, emergency exit signs, etc.) shall result in eviction from the Fraternity.
- 3.7.5 Fraternity House will pay a \$200 reward for information leading to the persons responsible for tampering with fire equipment, activating false alarms, and including the possession and/or lighting of fireworks within Fraternity House or on the property.
- 3.7.6 Fire and Life Safety Inspections will be conducted periodically for fire hazards. Spot inspections will also occur. Pledges or members will be given at least 24 hours notice and must grant access for these inspections. A \$50 fine per violation will be imposed for not abiding by the received citation or verbal instructions of a member of the Executive Council regarding the correction of fire hazards.
- 3.7.7 Items prohibited in the Fraternity House, which the City of Eugene / Fire Marshal's Office will be reviewing:
 - 3.7.7.1 Candles of any type (with or without a wick).
 - 3.7.7.2 Burning of incense, sage, or any object.
 - 3.7.7.3 Smoking of any type within the buildings.
 - 3.7.7.4 Evidence of candles, burning of incense, sage, or any object, and smoking of any type within the buildings.

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- 3.7.7.5 Drapes hanging over interior entries that block natural exit pathway.
- 3.7.7.6 Placing any object too close to the room heaters (within six inches of heater).
- 3.7.7.7 George Foreman grills.
- 3.7.7.8 Hanging of any items over the sprinkler pipes.
- 3.7.7.9 Hanging of any items over or covering the smoke detector.
- 3.7.7.10 Flammable materials on the ceiling or covering ceiling lights.
- 3.7.7.11 Excessive amounts of combustible materials on exterior room doors.
- 3.7.7.12 Multi-plug adaptors.
- 3.7.7.13 Extension cords.
- 3.7.7.14 General room organization--pledges or members must be able to exit any room within the Fraternity House safely.

3.8 Guests

- 3.8.1 Pledges or members are responsible and accountable for the conduct of their guests while within the Fraternity House or on its property, or immediately adjacent areas, or at Fraternity-sponsored or supervised activities. This is true when guests are there by the pledges' or members' explicit invitation and also when the guests are present with the pledge's or member's acquiescence.
- 3.8.2 Guests must be accompanied by a pledge or member at all times.
- 3.8.3 The cost of repairing any damage to Fraternity House or related property caused by guests of a pledge or member will be charged to the pledge or member.
- 3.8.4 Pledge or members may have an overnight guest by obtaining, in advance, the roommate's verbal approval. Visits are limited to six nights per term.
- 3.8.5 During interim breaks, guest privileges will be limited.
- 3.8.6 Fraternity House reserves the right to deny access to any guest whose behavior is deemed inappropriate.
- 3.8.7 Fraternity House policies apply to all guests.
- 3.8.8 Pledges or members may not host anyone who is known to be persona non grata--unwelcome or unapproved to be in the Fraternity House.

3.9 Interruptions of Service

- 3.9.1 Fraternity House is not responsible for the continuation of food, mail, heating, electricity, telephone service, television cable service, high-speed internet service, maintenance, or security service at normal levels in the event of a natural disaster, strike, power-water-sewer interruptions, or in the event of other causal events beyond the control or reasonable anticipation of the Fraternity.

3.10 Keys

- 3.10.1 All Fraternity House keys and key cards remain the property of the Fraternity and may not be duplicated.

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- 3.10.2 Pledges and members will be issued one (1) key to their study / sleep room.
 - 3.10.3 Pledges or members are not allowed to loan, sell, or transfer a Fraternity House key or key card to any person.
 - 3.10.4 Pledges or members must report lost or stolen keys immediately to the House Manager. The fine for the House Manager to duplicate another key will be \$10.
 - 3.10.5 All assigned keys and key cards must be returned at termination of residency. A fine of \$50 will be assessed to the pledge's or member's Fraternity account.
 - 3.10.6 Any violation of this key policy constitutes misuse of Fraternity property and is a violation of the Student Conduct Code.
- 3.11 Personal Injury or Property Loss Liability**
- 3.11.1 The pledge and member understand and agree that the Chapter and the Alumni Association take no responsibility for any injury to him or loss or damage to his property and will not compensate him for any such injury, damage, or loss unless it was solely the result of the Chapter's or Alumni Association's negligence. Fraternity House is not liable for loss or damage to personal property in pledge or member rooms, public areas, laundry, or storage rooms. The Chapter and Alumni Association recommend that the pledge or member carry appropriate insurance against such injury, loss, or damage.
 - 3.11.2 It is the pledges' or members' responsibility to keep their rooms locked at all times. Pledges or members may be covered by their family's personal property insurance or may wish to carry a private insurance policy to cover their property against loss.
 - 3.11.3 Pledges or members are responsible for long distance charges on their room telephones.
- 3.12 Mail and Email**
- 3.12.1 Each pledge or member will be assigned a mailbox. All mail received at the Fraternity House will be placed in the pledge's or member's assigned mailbox. Pledges or members are required to check their mailboxes daily.
 - 3.12.2 Fraternity House mail service is an extension of the U.S. Postal Service and therefore, follows federal guidelines including prohibition of mail fraud, etc. Violations of U.S. Postal Regulations will be turned over to the U.S. Postal Service and will be subject to Fraternity disciplinary procedures.
 - 3.12.3 Mail service and forwarding of mail may be interrupted during interim and summer breaks.
 - 3.12.4 Each Study / Sleep Room has a designated outlet for computer use. It is the responsibility of the pledges or members to obtain a University email account or outside email account. Official University information will be sent to students' University email account. Pledges or members are responsible for forwarding email to their most frequently used account if it is different from their UO email account.

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3.13 Pets

3.13.1 Pets are not permitted unless approved by the Alumni Board for the following:

3.13.1.1 House Mascot: A dog which is selected by the majority of the members to become the House Mascot.

3.13.1.2 Aquarium Fish: Aquariums that are less than 10 gallons in capacity are permitted.

3.14 Housework

3.14.1 Every pledge and member shall perform daily cleaning of the Fraternity House as assigned by the Chapter Officers. The pledge or member shall complete their daily housework by the specified time or lose their eating privilege until the housework is completed.

3.15 Care of the Facility

3.15.1 Pledges or members agree to uphold reasonable care of their room, its furnishings, and to maintain sanitary and safe conditions acceptable to the Fraternity. Pledges or members are responsible for the removal of their own trash and recycling to a centralized trash / recycling collection area outside the Fraternity House.

3.15.2 Pledges and members agree not to damage, alter, remove or otherwise change any wall, floor, ceiling, or other structure or fixture of the Fraternity House. Any and all authorized modifications, improvements, decorations or the like must be done in a manner and style which is reasonably acceptable to the roommate, Chapter Officers, and Alumni Association.

3.15.3 There shall be no alterations to the Fraternity House, including “study / sleeping” rooms, without the specific authorization of the Alumni Board. This includes attaching carpet or any other type of flooring. If a pledge or member makes unauthorized alterations, the pledge or member will be financially responsible for the removal and repair of such alterations.

3.15.4 Cinderblocks are prohibited. Construction of loft or bunk beds is prohibited. Only bed risers made of high-density polyethylene that hold up to 1,200 pounds are allowed.

3.15.5 Pledges or members are responsible to restore the room to its original condition and configuration prior to check-out. This requires that all components, equipment and furnishings, are in the room and assembled. Pledges or members are financially responsible for any damage to their room and furnishings other than normal wear and tear. Any costs to return the room to its original condition will be charged to the pledge or member.

3.15.6 Waterbeds are prohibited.

3.15.7 All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and be UL approved. Extension cords, multi-plug adapters, and the “piggy

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backing” of power strips is prohibited. When power strips are used, circuit breakers and reset buttons are required.

3.15.8 Microwave ovens are not prohibited. However, appliances with open heat sources (i.e., toaster ovens, bread toasters) and/or no thermostat control (i.e., hot plates, grills, etc.) are prohibited.

3.15.9 Space heaters are prohibited.

3.15.10 Decorative lighting (string lights) cannot be plugged into each other. One set of decorative lights shall be plugged into one approved circuited power strip or wall socket.

3.15.11 Halogen lamps are prohibited.

3.15.12 Ceiling lights and lamps of any type including lava and disco lamps cannot be covered with hats, towels, or any other fabric.

3.15.13 Refrigerators larger than 3 cubic feet are prohibited.

3.15.14 Pledges or members are not permitted to make or contract for painting, repairs, or lighting/electrical changes; Fraternity House will make all repairs / changes. Pledges or members are required to notify the House Manager immediately of any needed repair to their room, bathroom, or common areas.

3.16 Security

3.16.1 Security is a shared responsibility. Pledges or members are encouraged to take all reasonable steps to ensure their personal safety and security. Individuals who jeopardize the safety or security of other pledges or members by propping open or disabling exterior doors, or letting unauthorized individuals into the building (intentionally or carelessly) will face disciplinary action in accordance with due process.

3.16.2 Propping open the Fraternity House entrance doors and fire doors is prohibited. It is the responsibility of the pledges or members to keep their room doors locked and carry keys on them at all times.

3.16.3 Pledges or members are prohibited from allowing anyone who is not their guest into the Fraternity House, and are responsible for reporting suspicious activities to City of Eugene Police Department.

3.16.4 Pledges and members are responsible for making sure that the Fraternity House exterior doors are locked at night.

3.16.5 Upon request, the Fraternity will furnish a pledge’s or member’s telephone number or email address.

3.17 Smoking

3.17.1 The Fraternity House is a smoke-free environment. Therefore, no smoking is allowed in the interior of the Fraternity House. Smoking is permitted outside Fraternity House in areas designated by the Executive Council and located at least ten feet away from the

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buildings.

3.18 Check-Out Procedures

3.18.1 To avoid additional charges when checking out, whether vacating the Fraternity House or simply transferring to another room, pledges or members agree to do the following:

3.18.1.1 Notify the House Manager at least forty-eight (48) hours prior to checking-out of the Fraternity House.

3.18.1.2 Follow the check-out list provided by the House Manager.

3.18.1.3 Remove all personal belongings and return all Fraternity House keys and key cards to the House Manager.

3.18.2 Pledges or members are responsible for keeping the Fraternity informed of their parent's or guardian's current mailing address until all liabilities and claims have been met satisfactorily.

3.18.3 Pledges or members who are vacating must be checked-out of their room by the weekend following the last day of the term to avoid additional room and board charges.

3.18.4 Failure to adhere to cancellation and check-out procedures will result in being charged full room and board on a prorated basis until compliance with the check-out procedures are completed.

3.19 House Bill Charges (Refer to the separate House Bill Invoice and Cost per Term Schedule)

3.19.1 Pledge's or member's House Bills will be mailed prior to the beginning of the term. Payment for the entire term is due on the date stipulated in the Contract or at the time that they move into the Fraternity House, whichever occurs first. The House Bill amounts and due dates are stated on the Room and Board Contract Statement. Monthly payment options only for those students on academic or athletic scholarships are available upon written request to and approval by the Alumni Board. Written proof of the scholarship to the Alumni Board is required prior to moving into the Fraternity House.

3.19.2 Normally, the House Bill per term would be for three (3) months. However, the House Bill per Term is increased with an additional half month's amount during the Fall Term. This is due to the additional expenses incurred during the Fall Term. For those that initially move in during the Winter or Spring Term, then the House Bill for their first term will be increased by an additional half month's amount. Refer to the following schedule:

	Fall Term Start		Winter Term Start		Spring Term Start	
	Base Amount	Damage Deposit	Base Amount	Damage Deposit	Base Amount	Damage Deposit
Fall Term	3.5 Months	+ Deposit	---	---	---	---
Winter Term	3.0 Months	(1)	3.5 Months	+ Deposit	---	---
Spring Term	2.5 Months	(1)	2.5 Months	(1)	3.0 Months	+ Deposit
Notes:	(1) Refer to Damage Deposit refund requirements.					

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- 3.19.3 Pledges or members agree to pay for any damages to the Fraternity House willfully or negligently caused by the pledge or member or the pledge's or member's guests. Pledges or members are responsible for paying for damages to the building and for damaged or missing furniture or equipment. Pledges or members are collectively responsible for any damages that occur within common areas. If damage in common areas within a hall or complex cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or guests acting from within the Fraternity House, the pledges or members of the Fraternity will be charged collectively.
- 3.19.4 A refundable damage deposit, to be determined by the Alumni Board, shall be paid in conjunction with the initial move-in term's House Bill. If the individual pledge or member is not personally responsible for any damage and the Fraternity House has not sustained any other damage, then the full amount will be refunded to the pledge or member. If a pledge or member, or guest of either, is found to be responsible for damage to the Fraternity House, then that pledge or member shall pay for all repair costs, even if it exceeds the damage deposit. If specific damage has occurred to the Fraternity House for which a pledge, member, or group can be found responsible, then the pledges and members shall collectively and proportionally pay for the repair costs.
- 3.19.5 If a pledge or member has an outstanding balance due, then copies of the invoices on their account will be mailed to their parents' mailing address. Mailing of invoices to other than their parents' mailing address may be requested through the Alumni Board. Payments can be made either by mail to the accounting firm or personal delivery to the Chapter Treasurer.
- 3.19.6 The Alumni Board has the authority to modify charges during the academic year if the cost expectations on which charges are based substantially exceed present estimates. Included in the House Bill, but separate is the required Social and Recreation Fee. This fee is collected by the Chapter Treasurer and is administered independently by the Executive Council with significant input from the pledges or members.
- 3.19.7 If any pledge or member is the equivalent to two (2) months behind on payment of their House Bill, then the Executive Council and/or Alumni Board have the authorization to evict, which means the remove the individual and their possessions from the Fraternity House.
- 3.19.8 Pledges or members who live in the Fraternity House less than a full term will be assessed room and board charges on a prorated basis in addition to any other required fees, except under the following circumstances:
- 3.19.8.1 Pledges or members who check-out of the Fraternity House during the last ten (10) days of the term's contract days will be charged through the last day of the contract term.
- 3.19.8.2 Pledges or members who check-out of the Fraternity House during the first ten (10) days of the term's contract days will be charged a minimum of ten (10) days of prorated room and board.

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3.19.8.3 Pledges or members who withdraw from the University first, then check-out of the Fraternity House, will be charged for room and board on a prorated basis through the date of completed check-out from the Fraternity House.

3.19.9 It is the vacated pledge's or member's responsibility to notify Fraternity House of a subsequent withdrawal from the University.

3.19.10 House Bill credits and/or additional charges will be applied to the pledge's or member's account. Remaining credits will be refunded to the pledge or member in approximately eight (8) weeks after the academic term is completed.

3.19.11 Unpaid debts: The Fraternity has the authority to evict and to either precede with legal action or collection procedures. Pledges or members will be responsible for legal fees, court costs, and other costs and charges for collection of any amount of the indebtedness. Interest shall accrue on the past due unpaid balance of this contract at the rate of eighteen percent (18%) per year. A processing fee of \$25 per month will be charged on the next billing date if the total amount past due has not been paid. Dining privileges may be denied because of partial or full non-payment of the House Bill or additional charges.

3.19.12 Billing Rights: In case of errors or questions, a debtor may challenge a charge within sixty (60) days after the first bill on which the suspected error or problem appeared by directing the inquiry to the Chapter Treasurer. If an error has occurred, associated charges will be adjusted. Pledges and members have the right to appeal charges made to their account by appearing at the next Alumni Board meeting.

3.20 Contract Days and Interim Breaks

3.20.1 If approved by the Alumni Board, pledges or members may stay in the Fraternity House during the winter, spring, and summer interim breaks. Pledges or members wanting to stay in the Fraternity House during these breaks must notify the Resident Advisor, Treasurer, and House Manager on or before Monday that precedes finals week. Pledges or members must adhere to the Fraternity contract during interim break. Pledges or members who have been found responsible for violating Fraternity Housing Policies may be denied the privilege of staying over the interim break.

3.21 Mandatory Live-in Requirement

3.21.1 Pledges and members are required to live in the Fraternity House a minimum of six (6) full terms from the date that the pledge or member first qualifies to live in the House. Only the Fall, Winter, and Spring terms count towards this requirement.

SECTION 4 – FOOD SERVICES

4.1 The Chapter will provide food service in the Fraternity House on the days and at the hours prescribed by the Chapter during the academic year. Special menus for diets or for reasons such as health or religious preference will not be available.

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- 4.2 Pledges or members shall eat only in the Fraternity House dining area. Shoes and shirts must be worn in the kitchen dining areas.
- 4.3 Meals are not served during Thanksgiving vacation, or Winter and Spring interim breaks.
- 4.4 Pledges or members must accompany their guest. The Fraternity reserves the right to limit guest access.
- 4.5 No food, dishes, or utensils shall be taken from the kitchen and dining area. Pledges or members will be fined \$25 for each incident.
- 4.6 Disorderly conduct is not permitted and may result in disciplinary action by the Executive Council, applicable financial fines and/or eviction from the Fraternity may result.

SECTION 5 – COMPENSATION FOR CHAPTER OFFICERS AND KITCHEN HELP

5.1 Executive Council:

- 5.1.1 President: None.
- 5.1.2 Vice President: None.
- 5.1.3 Secretary: None.
- 5.1.4 Treasurer: None.
- 5.1.5 House Manager: None.
- 5.1.6 Risk Manager: None.
- 5.1.7 Social Chair: None.
- 5.1.8 Rush Chair: None.
- 5.1.9 Scholastic Chair: None.
- 5.1.10 Pledge Marshal: None.

5.2 Kitchen Assistance:

- 5.2.1 Kitchen Manager: One hundred percent (100%) of the Room and Board Expenses, excluding social fees, membership fees, and other non-related costs, will be paid by the Alumni Board.
- 5.2.2 Kitchen Assistants: Fifty percent (50%) of the Room and Board Expenses, excluding social fees, membership fees, and other non-related costs, will be paid by the Alumni Board.

SECTION 6 – TERMS AND CONDITIONS

6.1 Exceptions to the Contract

- 6.1.1 Exceptions to the contract may be requested by petition. Petition forms are available from the Executive Council. Petitions are reviewed on an individual basis based on personal circumstances. Exceptions granted to one provision of this contract shall not be construed as waivers of any other provisions. The final determination on such petitions is at the discretion of Alumni Board.

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6.2 Joint Signature Pledge or Member and their Parent or Guardian

- 6.2.1 It is the policy of the Alumni Association Board of Directors that the respective Parent or Guardian jointly sign into the Room and Board Contact. If for some reason this is not acceptable or possible, then the Alumni Board must approve of the deviation.

6.2 Contract Modifications, Breach, and Remedies

- 6.2.1 Noncompliance with the Policies and Procedures and the Terms and Conditions may result in disciplinary action, applicable financial obligations, and/or eviction from the Fraternity and Fraternity House. The Executive Council may move pledges and members from one room to another.
- 6.2.2 This contract may be terminated, changed, modified, or amended by Alumni Board for any of the following reasons:
- 6.2.2.1 When behavior requires inordinate attention from the Executive Council and / or the Alumni Board.
 - 6.2.2.2 When activities endanger your health, safety or welfare; or the health, safety, or welfare of other pledge or members.
 - 6.2.2.3 When gross and/or disruptive behavior is present.
 - 6.2.2.4 When student status at the University ceases, regardless of reason.
 - 6.2.2.5 When the Fraternity House policies and procedures and the terms and conditions of the contract have been breached or violated.
 - 6.2.2.6 When there is a violation of the Student Conduct Code.
 - 6.2.2.7 When there is abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by the Alumni Board. Pledges or members may also be subject to disciplinary action due to the misconduct of their guests.
 - 6.2.2.8 The Executive Council reserves the right to relocate an individual to another room if it is in the best interest of the individual or other individuals in the Fraternity House.

6.3 Contractual Non-Compliance

- 6.3.1 Concurrent to, or separate from, any judicial proceedings, the Executive Council and / or Alumni Board may deny or revoke housing privileges to any pledge or member found in violation of the provisions of this contract.

6.4 Eviction

- 6.4.1 If a pledge or member is evicted for non-payment of the House Bill or student conduct, the cancellation of the contract provision will apply. Subsequent membership into the Fraternity and the Fraternity's activities will thenceforth be denied.

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6.5 Cancellation of Contract

6.5.1 Pledges or members agree to complete the entire nine (9) month academic year of this contract. Pledges or members may be released from the contract for one of the reasons below:

6.5.1.1 Pledge or member is admitted but fails to register, or cancels registration.

6.5.1.2 Withdrawal: Withdrawal from the University, graduating from the University, participating in a University planned educational leave program (i.e. study abroad), dismissal from the University for academic reasons (dismissal for inappropriate conduct is specifically excluded), or being denied admission to the University.

6.6 Collection Agency Costs, Attorney's Fees, and Court Costs

6.6.1 If it is necessary to employ legal counsel to enforce the provisions of the Membership Agreement, Room and Board Contract, or these House Policies, then the pledge or member agrees to pay all collection agency costs, attorney's fees, and court costs. The venue for any action to enforce the terms and conditions of the Membership Agreement, Room and Board Contract, and the House Policies shall be Lane County, Oregon.

6.7 Natural Disaster or Catastrophe

6.7.1 The Membership Agreement and Room and Board Contract shall become null and void for all parties concerned in the event that the Chapter House is rendered uninhabitable by fire, explosion, riot, natural disaster, or other catastrophe.