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Membership Agreement

This membership agreement is entered into between you and Phi Sigma Pi National Honor Fraternity, hereinafter referred to as Phi Sigma Pi, and Chapter an unincorporated or incorporated association of individuals hereinafter referred to as Chapter that operates as a Chartered undergraduate or Collegiate Chapter that is in good standing with Phi Sigma Pi at Host School. For the consideration of your membership and receipt of monies representing your Induction Dues and Fees (as determined by the National Office) and any additional fees and dues as may be assessed.

1. DEFINITIONS

Member: 1) Any person approved by the Chapter as an Initiate for the purpose of becoming a Member or 2) Any individual who has affiliated with the National Fraternity or Chapter, and who is, or becomes, recognized by and is in good standing as a Collegiate, Alumni or Honorary Member of Phi Sigma Pi.

National Fraternity: A Gender-Inclusive Honor Fraternity founded at State Teachers College at Warrensburg, Missouri on February 14, 1916, and known as Phi Sigma Pi National Honor Fraternity.

Chapter: An unincorporated or incorporated association of individuals that functions as a Chartered undergraduate or Collegiate Chapter of Phi Sigma Pi at Host School.

Host School: Host School means the school at which the Chapter is located.

Governing Documents: The National Constitution, National Operating Policies, *The Ritual*, Risk Management Policy and any and all other written policies, procedures, membership conduct or other membership requirements adopted by Phi Sigma Pi.

2. COMPLIANCE WITH LAWS REQUIREMENT:

Each Member shall at all times adopt, comply with and enforce all (federal, state, territory, province, city, county or township) laws, ordinances or regulations. In no event shall the Member, the Chapter or any of their guests violate such laws, ordinances or regulations.

3. ORGANIZATION POLICY COMPLIANCE REQUIREMENTS:

Each Member shall at all times adopt, comply with, and enforce all written policies, rules and regulations applicable to them as a Member of Phi Sigma Pi or the Host Chapter. This includes, but is not limited to, all policies and procedures in the Governing Documents of Phi Sigma Pi.

4. MEMBER RISK MANAGEMENT AGREEMENT:

Each Member shall be opposed to activities deemed as hazing and all forms of harassment (sexual or otherwise), as defined by Phi Sigma Pi's governing documents. This includes but is not limited to any activities that do not contribute to the positive development and welfare of Members.

5. OTHER POLICY COMPLIANCE REQUIREMENTS:

Each Member shall at all times adopt, comply with and enforce all written policies, rules and regulations adopted by Phi Sigma Pi, Chapter, the Host School or any insurer of Phi Sigma Pi, the Chapter or the Host School.

6. ACCEPTANCE OF AGREEMENT:

Each Member shall agree to the conditions set forth in this Membership Agreement. Phi Sigma Pi, Chapter and each Member hereby agree that any of the following methods may be used and shall be deemed by them to provide adequate evidence of their respective agreement to the terms of this Membership Agreement.

- a) A Membership Agreement signed by the Member
 - b) The Member's payment of Induction Dues and Fees
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7. MEMBER & CHAPTER JOIN OBLIGATIONS:

As a Member of an unincorporated association of individuals, each Member understands and agrees that all Members of the Chapter collectively and each of them individually, are responsible for and guarantee the performance of all obligations of the Member and Chapter as set forth in this Membership Agreement, the Phi Sigma Pi governing documents and any other policies enacted by those with authority over the Member and Chapter. Such responsibilities and guarantees shall be apportioned equally among the Chapter Members.

8. MEMBER AND CHAPTER AGREEMENT AND FINANCIAL OBLIGATIONS:

The Member agrees to electronically sign the completed original of this agreement and the Chapter agrees to submit the Member's Membership Fees by the deadline set by the National Office.

9. NO AGENCY:

Each Member understands and agrees that unless specific agency authority is granted, and not under any circumstances for any actions beyond the scope of any agency authority that may be granted, that they are not in any way a subordinate or agent of Phi Sigma Pi or the Chapter. Each Member hereby agrees that under no circumstances will they represent themselves as such.

10. GUESTS:

The Member shall be permitted to host guests at Phi Sigma Pi activities. The Member agrees that their guests shall be subject to and abide by the terms and conditions of this agreement. The Member shall take all actions necessary to ensure their guests act accordingly. The Member agrees to be financially responsible for any claims, damages, expenses or liabilities that may arise in any way from the negligent acts, errors or omissions of their guests.

11. MEMBER'S RESPONSIBILITY FOR INSURANCE:

The Member agrees that they alone are responsible for securing their own personal insurance protection. Phi Sigma Pi and the Chapter, hereby urge each Member to secure their own personal insurance protection against such things as accident, sickness, injury or death, damage to or loss of their property and any automobile or other legal liabilities which may be imposed on them for damage to persons or property. The Member further agrees, to pay promptly when due such costs as may be assessed by Phi Sigma Pi for the purpose of maintaining such insurance as is desired by Phi Sigma Pi.

12. WHOSE INSURANCE IS PRIMARY:

Each Member agrees, provided that such agreement does not invalidate any policy of insurance, that in the event of any claim being made by or against them for injury to persons or damage of property, that insurance coverage, if any, that may be available to them under any insurance secured or maintained by Phi Sigma Pi or the Chapter shall specifically be excess of and shall not contribute with any other insurance available to the Member.

13. WAIVER OF SUBROGATION:

Each Member agrees, provided that such agreement does not invalidate any policy of insurance, that in event that the Member suffers any accidental injury, or the Member's property is damaged or destroyed, provided that any losses or claims arising there from are covered by insurance available to the Member, that any rights of recovery or subrogation against Phi Sigma Pi or the Chapter are hereby irrevocably waived.

14. MEMBERS INDEMNIFICATION:

Each Member acknowledges their personal responsibility and liability for their own operations or activities, including but not limited to their negligent acts, errors or omissions.

The Member agrees to pay on behalf of, defend, hold harmless and indemnify Phi Sigma Pi, the Chapter and their respective officers, agents, employees and volunteers, from and against any claims, damages costs or expenses, including reasonable legal fees, arising in any way out of the Member's operations or activities, including, but not limited to, their negligent acts, errors or omissions or any breach of this agreement including, but not limited to any claims, damages, expenses, including reasonable legal fees or liabilities for any financial loss, or for loss of damage to property, or for injury to death to any person or persons.

The Member shall not be obligated under the above to the extent that such claims, damages, costs, expenses including reasonable attorney's fees, or liabilities arise from the negligent acts, errors or omissions of the Chapter, Phi Sigma Pi or their respective officers, agents, employees and volunteers.

15. DEFAULT & REMEDIES:

In the event that the Member defaults in the performance of any of the obligations herein imposed, Phi Sigma Pi may suspend or expel the Member. Any suspension or expulsion is subject to the guidelines set forth in Phi Sigma Pi's governing documents.

16. COVENANTS BINDING ON SUCCESSORS:

The covenants and agreements herein contained shall be binding upon and inure to the benefit of Phi Sigma Pi, the Chapter and upon the Member and their respective cosigners or guarantors, heirs, executors, administrators, successors and assigns, subject only to the limitations herein set forth.

17. APPLICABLE LAW:

The laws of the state of Pennsylvania shall govern the validity, performance and enforcement of this Membership Agreement. Any provision of this Membership Agreement that is contrary to a law that the parties cannot legally waive or contract against is and shall be void and not binding on either party hereby, however, the invalidity or unenforceability of any provision of this Membership Agreement shall not affect or impair any other provision.

18. AUTHORITY:

Each person executing this Membership Agreement represents and warrants that they are duly authorized to execute and deliver this Membership Agreement either individually or by the entity on whose behalf they are signing.

19. CONSTRUCTION OF TERMS:

The words Member, the Chapter and Phi Sigma Pi used herein shall include their co-signors, or guarantors, heirs, executors, administrators, successors and assigns.

20. ENTIRE AGREEMENT:

This Membership Agreement sets forth all the promises, conditions, covenants, understandings and agreements between the Member and Phi Sigma Pi and no subsequent promises conditions, covenants, understandings or agreements, shall be effective unless they are in writing and signed by both parties.

I also acknowledge that I have read and understand the following National Phi Sigma Pi Policies:

National Constitution
National Operating Policies (NOP)
National Risk Management Policy
Initiate Bill of Rights

By signing below you are agreeing to the terms above and will continue your journey into membership in Phi Sigma Pi National Honor Fraternity.

I affirm that the information I am submitting above is accurate and is valid according to the policies of Phi Sigma Pi National Honor Fraternity.

*Please enter your name and the date exactly as it appears below the box.