

HOUSE POLICIES FOR CHI CHAPTER OF THETA CHI FRATERNITY

(Revised 1/4/2009)

SECTION 1 – GENERAL

1. Chi Chapter of Theta Chi Fraternity (referred to sometimes as “The Chapter” or “Theta Chi” or “The Fraternity”) seeks to provide an environment suited to academic and personal growth by promoting a quality of life that respects the rights of individuals and provides opportunities for development through the fraternity Members’ and New Members’ involvement in Auburn University and the local community. The Chapter House is only available for use as a residence by those students who are enrolled at Auburn University. The Chapter does not offer month-to-month or temporary housing for students.
2. This contract is based on the established educational goals of the University, consideration for other individuals, health and safety standards, compliance with laws, and the University Code of Student Conduct.
3. The Chapter promotes cultural diversity and equal opportunity. The Fraternity has an expectation that all Members and New Members will actively participate in creating a welcoming atmosphere that values all Members or New Members without regard to race, color, national origin, age, religion, disability, or veteran status.
4. Nothing in these House Policies is intended to revoke or supersede the Constitution or By-Laws of Chi Chapter of Theta Chi Fraternity or of Theta Chi Fraternity, Inc. To the extent that these House Policies conflict with such Constitution or By-Laws, the Constitution or By-Laws control. Likewise, to the extent these House Policies conflict with local state or federal law, the applicable law shall control.

SECTION 2 – DEFINITIONS

1. **Academic Year:** Approximately a nine (9) month period beginning with the first day of registration and orientation in August and concluding with the last day of finals in May.
2. **Chapter:** This is a reference to the Chi Chapter of Theta Chi Fraternity.
3. **Chapter House:** The facility located at 935 Lem Morrison Drive, Auburn, Alabama, and also termed as "House".
4. **Chi Chapter of Theta Chi Fraternity House Corporation, also referred to as “The House Corporation”:** The House Corporation owns the Chapter House and the related property.
5. **Chi Chapter of Theta Chi Fraternity:** The Chapter is an unincorporated association affiliated with Theta Chi International Fraternity, with headquarters in Indianapolis, Indiana. Its Members and New Members are allowed to live in the Chapter House as space is available, subject to the execution and acceptance by the House Corporation of a lease in acceptable form to the House Corporation.

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6. **Contract Days:** The time period for which Members or New Members are charged room and board between the opening and closing of the Chapter House for each term.
7. **Dead Week:** Period between end of classes and final exams.
8. **Executive Council:** The Executive Council is composed of the elected officers of Chi Chapter. "Elected officers" refers to President, Vice-president, Secretary, Treasurer and Marshal.
9. **Fraternity:** This is a reference to Theta Chi International Fraternity.
10. **Interim Break:** The time period between each term when classes are not in session and the Chapter House is closed.
11. **Loft Beds:** A fixed bed unit, provided in the Chapter House, that is built into each sleep/study room.
12. **Member:** An individual who has been initiated into the Chi Chapter of Theta Chi Fraternity, whether an alumnus, former student or current student.
13. **New Member:** An individual who has been selected to become a member of the Chi Chapter of Theta Chi Fraternity, but has not gone through initiation to become a Member.
14. **Resident Advisor (RA):** Part-time, non-professional person living in the Chapter 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 and trainer.
15. **Study/Sleep Rooms:** An individual room, sometimes called a residence room, that houses one or more Members or New Members. Not all rooms are identical, as some variations exist in size, available furniture and view. No rate adjustment is made for variations.

SECTION 3 – POLICIES AND PROCEDURES

1. Alcohol and Drugs:

All state and federal alcohol laws shall be in effect in the Chapter House. If the Chapter has a waiver of alcohol-free housing, possessing and consuming alcoholic beverages in the Chapter House or on the premises is only permissible for those Members, New Members, alumni and guests that are twenty-one (21) years of age and older. If the Chapter does not have a waiver of alcohol-free housing, no Member, New Member, alumnus or guest may possess or consume alcoholic beverages in or about the Chapter House. The furnishing of alcoholic beverages is prohibited.

- 1.1. Possession of rapid-consumption devices (i.e. "beer bongs") is prohibited in the Chapter House.

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- 1.2. "Hall" parties, "Around the World" parties and other parties similar in character are prohibited.
- 1.3. Illegal use, possession, or furnishing of controlled substances on property owned or controlled by the House Corporation or at any activities sponsored or supervised by the Chapter or University is prohibited.
- 1.4. Possession or use of drug paraphernalia is prohibited in the Chapter House.
- 1.5. Narcotics and dangerous drugs shall be defined in accordance with the statutes of the United States of America, the State of Alabama and the University Code of Student Conduct.

2. Member and New Member Conduct

- 2.1. Disciplinary sanctions, as serious as suspension or expulsion from the Fraternity, and/or eviction from Chapter House with concomitant risks of financial loss as stated in the Lease Agreement, may be imposed against any Member or New Member found responsible for committing, attempting to commit or intentionally assisting in the commission of any act violating these policies or any of the offenses listed in the University Code of Student Conduct.
- 2.2. A \$25 administrative conduct hearing fee will be assessed to any Member or New Member who is found responsible for violating these House Policies.
- 2.3. Any Member or New Member's behavior to self or other Members or New Members (including disorderly conduct) that results in unreasonable noise that disrupts the Chapter House or demonstrates an unwillingness to live in a group setting is prohibited. Courtesy for neighbors in the academic environment should prevail and noise will be kept to a minimum at all times.
- 2.4. Minimum quiet hours are Sunday through Thursday, 9:00 PM to 9:00 AM, and Friday through Saturday, from 2:00 AM to 9:00 AM with the exception of extended quiet hours. The Executive Council of the 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.
- 2.5. The Chapter House is subject to City of Auburn and Lee County ordinances regarding excessive noise.

3. Dangerous Devices

- 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 Chapter property is prohibited.
- 3.2. Misuse of personal defensive devices -- that is, mace, pepper spray, etc. is prohibited.

4. Equipment Use

- 4.1. The use of any sports equipment in the Chapter House, including but not limited to bicycles, skates, skateboards, balls, or frisbees is prohibited.

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- 4.2. Sports equipment must be kept in designated areas or in a Residence Room. Sports equipment may be confiscated if left or used in unauthorized areas.
- 4.3. Chapter House equipment, supplies, and furnishings must not be dismantled or removed from their designated areas. Charges will be assessed for misuse, removal, damage, or theft.

5. Facilities

- 5.1. Unauthorized entry to, or use of the facilities, including buildings and grounds, is prohibited. Use of the Chapter House is limited to the Members or New Members, their escorted guests, and other persons specifically authorized by the Chapter.
- 5.2. The presence of any non-member of the Fraternity not authorized by the Chapter may constitute a trespass. Those trespassing on the premises of the Chapter will be reported and may be arrested under the ordinances and laws of the City of Auburn, Lee County or the State of Alabama.
- 5.3. Individuals are not allowed on roofs and are not allowed to climb up the sides of buildings or to be on the outside ledges of the Chapter House. Nothing is to be placed, stored, or exhibited on the outside ledges of the buildings. Windows are to remain in their tracks. Individuals are not allowed to sit on windowsills or extend any part of their body outside the windowsills. Removal of any window screen is prohibited. Nothing is to be thrown, dropped, or spilled from the roofs, ledges, windows or balcony. Violations of this policy may result in sanctions ranging from fines of \$250 or more to eviction from the Chapter House.
- 5.4. Posting of unapproved signs, running any kind of cabling or wiring, and erecting antennas or any other objects on the exterior of buildings is prohibited.
- 5.5. Chapter or House Corporation Officers may enter a Member's or New Member's room for purposes of maintenance, routine inspections, cleaning, or in response to emergencies.

6. Facility Access

- 6.1. The Member or New Member agrees to allow the Chapter Officers, House Corporation Officers, 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 House Corporation will abuse its right of access. Except in emergencies or where it is impractical, the Chapter and/or the House Corporation will give reasonable notice of its intent to enter; and will do so only at reasonable times. The Member or New 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 Member or New Member waives his right of advance notice.
- 6.2. The Member or New Member further understands that if he abandons his room, he waives all rights of consent and notice prior to entry.

7. Fire Safety

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- 7.1. Members and New Members should become familiar with the alarm and the emergency building evacuation plan. The building evacuation plan for each building is posted or is available and should be reviewed by each person. Every alarm must be treated as an emergency and all persons must evacuate the building immediately.
- 7.2. Exceptions to evacuating will be in the event of fire alarm testing or repair. Notices will be posted prior to testing or repair, except in cases of emergency.
- 7.3. 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 Members and New Members and is prohibited inside the Chapter House.
- 7.4. No common areas, including the basement/pavilion area or mechanical rooms may be used for personal storage. (added 1/4/2009)
- 7.5. No fuel-powered motor vehicles or associated parts are permitted within the Chapter House for use, maintenance, repair, storage or other purposes.
- 7.6. A fine and/or immediate eviction will be imposed for any of the following:
 - 7.6.1. Smoking anywhere in the Chapter House, \$100 fine.
 - 7.6.2. Failure to evacuate the Chapter House during a fire alarm, \$100 fine.
 - 7.6.3. Propping open or defeating the lock mechanism of a fire door or exterior door, \$100 fine.
 - 7.6.4. Activating a false alarm in the Chapter House. \$250 fine.
 - 7.6.5. Creating a fire hazard, determined by the House Corporation.
 - 7.6.6. Intentional 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.), determined by the House Corporation. \$250 fine plus actual cost to return systems to original state.
 - 7.6.7. Tampering with electrical, telecom, plumbing or mechanical systems, determined by the House Corporation. \$250 fine plus actual cost to return systems to original state.

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8. Guests

- 8.1. Members and New Members are accountable for the conduct of their guests while within the Chapter 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 Members' or New Members' explicit invitation and also when the guests are present with the Members' or New Members' acquiescence.
- 8.2. Guests must be accompanied by a Member or New Member at all times.
- 8.3. The costs of repairing any damage to Chapter House or related property caused by guests of a Member or New Member may be charged to that Member or New Member at the discretion of the House Corporation.
- 8.4. Members and New Members may have an overnight guest by obtaining, in advance, the roommate's verbal approval. Visits are limited to six nights per term.
- 8.5. During interim breaks, guest privileges will be limited.
- 8.6. Chapter and House Corporation reserve the right to deny access to any guest whose behavior is deemed inappropriate.
- 8.7. Chapter House policies apply to all guests.

9. Interruptions of Service

- 9.1. Chapter 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 events beyond their control or reasonable anticipation.

10. Keys/Access Cards/Key fobs

- 10.1. All Chapter House keys and access cards/key fobs remain the property of the House Corporation and may not be duplicated.
- 10.2. Members and New Members are not allowed to possess core key(s). (added 1/4/2009)
- 10.3. Members and New Members will be issued one (1) key to their study / sleep room.
- 10.4. Members and New Members are not allowed to loan, sell, or transfer Chapter House keys, access cards, key fobs or lock combinations to any person.
- 10.5. Members and New Members must report lost or stolen keys, access cards or key fobs immediately to the House Manager. A replacement fee of \$50 will be assessed for lost keys/key fobs.

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- 10.6. All assigned keys, access cards and key fobs must be returned at termination of residency. A fine of \$50 will be assessed to the Member's or New Member's Fraternity account if either key or key card is not returned.
- 10.7. Any violation of this key/access card/key fob policy constitutes misuse of Chapter property.

11. Personal Injury or Property Loss Liability

- 11.1. Each Member and New Member understands and agrees that the Chapter and the House Corporation 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 caused by the Chapter's or House Corporation's sole negligence and then only to the extent that Chapter and House Corporation have liability insurance to cover such loss or damage. Chapter is not liable for loss or damage to personal property in Member or New Member rooms, public areas, laundry, or storage rooms. The Chapter and House Corporation recommend that the Member or New Member carry his own appropriate insurance against such injury, loss, or damage.
- 11.2. It is the responsibility of the Member or New Member to keep his room locked at all times. Members or New Members must carry a private insurance policy to cover their property against loss.
- 11.3. Members and New Members are responsible for long distance charges on their room telephones as well as cable or other television charges. Cable, internet and/or telephone wiring may not be shared or split among rooms.

12. Mail and E-mail

- 12.1. Each Member and New Member will be assigned a mailbox. All mail received at the Chapter House will be placed in the Member's or New Member's assigned mailbox. Members and New Members are required to check their mailboxes on a regular basis.
- 12.2. Chapter 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.
- 12.3. Mail service and forwarding of mail may be interrupted during interim and summer breaks.
- 12.4. Each Residence Room has a designated outlet for computer use. It is the responsibility of the Member or New Member to obtain a University e-mail account or outside e-mail account. Each Member or New Member is responsible for forwarding e-mail to his most frequently used account if it is different from his University e-mail account. Each Member or New Member is responsible for all costs associated with his e-mail service.

13. Pets

- 13.1. Pets are not permitted in or about the Chapter House.

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14. Housework

- 14.1. Every Member and New Member shall perform routine and regular cleaning of the Chapter House as assigned by the Executive Council or its delegates. The Member or New Member shall complete these duties as assigned.

15. Care of the Facility

- 15.1. The Pavilion is the designated area for parties or other large gatherings. Bands and large parties inside the Chapter House, including the basement, are prohibited.
- 15.2. Members and New Members agree to uphold reasonable care of their rooms, their furnishings, and to maintain sanitary and safe conditions acceptable to the Chapter and the House Corporation. Members and New Members are responsible for the removal of their own trash and recycling to a centralized trash / recycling collection area outside the Chapter House.
- 15.3. Members and New Members agree not to damage, alter, remove or otherwise change any wall, floor, ceiling, or other structure or fixture of the Chapter 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 House Corporation.
- 15.4. There shall be no alterations to the Chapter House, including Residence Rooms, without the specific written authorization of the House Corporation. This includes painting, as well as the installation of carpet or any other type of flooring. If a Member or New Member makes unauthorized alterations, that Member or New Member will be financially responsible for the removal and repair of such alterations.
- 15.5. Cinder blocks are prohibited. Construction of loft or bunk beds is prohibited. Only bed risers that hold up to 1,200 pounds are allowed.
- 15.6. Each Member and New Member is responsible to restore his room to original condition and configuration prior to checkout. This requires that all components, equipment and furnishings, are in the room and assembled. Members or New Members are financially responsible for any damage to their rooms and furnishings other than normal wear and tear. Any costs to return the room to its original condition will be charged to the appropriate Member or New Member.
- 15.7. Waterbeds are prohibited.
- 15.8. All appliances or electrical devices are required to be compatible with 110 volts 60 cycle voltage and must be UL-approved. Extension cords, multi-plug adapters, and the "piggy backing" of power strips are prohibited. When power strips are used, circuit breakers and reset buttons are required.
- 15.9. 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.
- 15.10. Space heaters are prohibited.

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- 15.11. 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.
- 15.12. Halogen lamps are prohibited.
- 15.13. Ceiling lights and lamps of any type including lava and disco lamps cannot be covered with hats, towels, or any other fabric.
- 15.14. Refrigerators larger than 4 cubic feet are prohibited.
- 15.15. Members and New Members are not permitted to make or contract for painting, repairs, or lighting/electrical/cabling changes; Chapter House will make all repairs / changes. Members and New Members are required to notify the House Manager immediately of any needed repair to their rooms, bathrooms, or common areas.

16. Security

- 16.1. Security is a shared responsibility. Members and New Members are encouraged to take all reasonable steps to ensure their personal safety and security. Individuals who jeopardize the safety or security of other Members or New Members by propping open or disabling exterior doors, or letting unauthorized individuals into the building (intentionally or carelessly) will face disciplinary action.
- 16.2. Propping open the Chapter House entrance doors and fire doors is prohibited. It is the responsibility of Members and New Members to keep their room doors locked.
- 16.3. Members and New Members are prohibited from allowing anyone who is not their guest into the Chapter House and are responsible for reporting suspicious activities to City of Auburn Police Department.
- 16.4. Members and New Members are responsible for making sure that the exterior doors of the Chapter House are locked at night and during breaks.

17. Smoking

- 17.1. The Chapter House is a smoke-free environment. Therefore, no smoking is allowed in the interior of the Chapter House. Smoking is permitted outside Chapter House in areas designated by the Executive Council and the House Corporation. Any such areas must be located at least ten feet away from the buildings.

18. Move-in and Move-out Procedures

- 18.1. ALL MOVE-IN AND MOVE-OUT ACTIVITIES BY THE STUDENT WILL BE DONE VIA THE DESIGNATED STAIRWELL AT THE REAR LEFT OF THE CHAPTER HOUSE (WHEN FACING THE FRONT OF THE HOUSE). THE GRAND STAIR AND THE STAIRWELL ADJACENT TO THE LOUNGE AND PARKING LOT MAY NOT BE USED FOR MOVE-IN PURPOSES. MEMBERS AND NEW MEMBERS WHO VIOLATE THIS POLICY ARE SUBJECT TO FINES, AS DETERMINED BY THE HOUSE CORPORATION.

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- 18.2. To avoid additional charges when moving out, whether vacating the Chapter House or simply transferring to another room, Members and New Members agree to do the following:
 - 18.2.1. Notify House Corporation or its representative at least forty-eight (48) hours prior to moving out of the Chapter House.
 - 18.2.2. Follow the move-out list provided by House Corporation or its representative.
 - 18.2.3. Remove all personal belongings and return all Chapter House keys, key cards and key fobs to House Corporation or its representative .
- 18.3. Members and New Members are responsible for keeping the Chapter and House Corporation informed of their parents' or guardians' current mailing addresses until all liabilities and claims have been met satisfactorily.
- 18.4. Members and New Members who are vacating must be moved out of their rooms by the weekend following the last day of the term to avoid additional room and board charges.
- 18.5. Failure to adhere to cancellation and move-out procedures will result in being charged full room and board on a prorated basis until compliance with the move-out procedures are completed.

19. House Bill Charges

- 19.1. The House Bill amounts and due dates are stated on the House Bill Schedule. Members and New Members may pay their room and board in a lump sum or may have their room and board fees prorated over either ten or twelve months. Likewise, all other fees not related to room and board may be paid either in a lump sum or in ten or twelve monthly installments.
- 19.2. Normally, the House Bill covers one month. Members and New Members moving into the Chapter House must pay a refundable damage deposit equal to one month's rent. This deposit may be used to offset the cost of repairing the leased premises to its original condition, and if the deposit does not cover that cost, the lessee is responsible for any additional charges.
- 19.3. Members and New Members agree to pay for any damages to the Chapter House willfully or negligently caused by the Member or New Member or the Member's or New Member's guests. Members and New Members are responsible for paying for damages to the building and for damaged or missing furniture or equipment. Members and New 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 Chapter House, the Members and New Members will be charged collectively.
- 19.4. A refundable damage deposit, to be determined by the House Corporation, shall be paid in conjunction with the initial move-in term's House Bill. If the individual Member or New Member is not personally responsible for any damage and the Chapter House has not sustained any other damage, then the full amount will be refunded to the

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Member or New Member. If a Member or New Member, or guest of either, is found to be responsible for damage to the Chapter House, then that Member or New Member shall pay for all repair costs, even if it exceeds the damage deposit. If specific damage has occurred to the Chapter House for which a Member, New Member or group is responsible, then the Members and New Members shall collectively and proportionally pay for the repair costs.

- 19.5. If Members or New Members have outstanding balances due, then copies of the invoices on their accounts may be mailed to their parents' mailing addresses.
- 19.6. Payments to the Chapter may only be made through Omega Financial or other House Corporation designee. Payments to Omega Financial may be made via U.S. Mail, telephone and online. The Chapter may not accept payments for room, board, dues, or any other items billed via the Omega Financial system. Members will not receive credit towards their house bills for payments made directly to the Chapter. The Chapter may only collect monies for New Member fees, t-shirts and special events (e.g. New Member fees, initiation fees, philanthropy, sporting events, brotherhood events), as these items will not be billed via the Omega Financial system. The exception to this will be for formals, since they often carry a significant cost per couple.
- 19.7. The House Corporation has the authority to modify charges during the academic year if the cost expectations on which charges are based substantially exceed budgeted estimates.
- 19.8. If any Member or New Member is delinquent on payment of his House Bill, then the Executive Council and/or House Corporation have the authorization to evict, which means the removal of the delinquent individual and his possessions from the Chapter House.
- 19.9. Members or New Members who live in the Chapter House less than a full term will be assessed full room and board charges on a prorated basis in addition to any other required fees
- 19.10. It is the vacated Member's or New Member's responsibility to notify Chapter House and House Corporation of a subsequent withdrawal from the University.
- 19.11. House Bill credits and/or additional charges will be applied to the Member's or New Member's account. Remaining credits will be refunded to the Member or New Member in approximately eight (8) weeks after the academic term is completed.
- 19.12. Unpaid debts: The House Corporation has the authority to evict and to proceed with either legal action or collection procedures. Members and New Members will be responsible for legal fees, court costs, and other costs and charges for collection of any amount of the indebtedness. The rights of the House Corporation in the Lease Agreement prevail over inconsistent provisions of these House Policies.
- 19.13. 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

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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.

- 19.14. 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. Members and New Members have the right to appeal charges made to their accounts by appearing at the next House Corporation meeting.

20. Contract Days and Interim Breaks

- 20.1. If approved by the House Corporation, Members or New Members may stay in the Chapter House during the winter, spring, and summer interim breaks. Members and New Members desiring to stay in the Chapter House during these breaks must notify the Resident Advisor, Treasurer, and House Manager on or before Monday that precedes finals week. Members and New Members must adhere to the Fraternity contract during interim break. Members or New Members who have been found responsible for violating Fraternity Housing Policies may be denied the privilege of staying over the interim break.

SECTION 4 – FOOD SERVICES

1. The Chapter will provide food service in the Chapter 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. All Members and New Members will participate in the meal plan. Exception: New Members who were obligated to a University meal plan prior to joining Theta Chi are exempt from this requirement.
2. Shoes and shirts must be worn at all times in the kitchen and dining areas.
3. Meals are not served during Thanksgiving vacation or during interim breaks.
4. Members and New Members must accompany their guest(s). The Fraternity reserves the right to limit guest access.
5. No food, dishes or utensils shall be taken from the kitchen and dining area. Members and New Members will be fined \$25 for each violation of this rule.
6. Unauthorized use of kitchen equipment and/or unauthorized taking of food from the kitchen are not permitted and may result in disciplinary action by the Executive Council and/or House Corporation, applicable financial fines and/or eviction from the Chapter House. (added 1/4/2009)
7. Disorderly conduct is not permitted and may result in disciplinary action by the Executive Council and/or House Corporation, applicable financial fines and/or eviction from the Chapter House.

SECTION 5 -TERMS AND CONDITIONS

1. Exceptions to the Contract

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- 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 sole discretion of the House Corporation.

2. Graduating Seniors

- 2.1. Seniors who plan to graduate at the end of the Fall semester may request a single semester Lease Agreement. The House Corporation reserves the right to limit the number of single semester leases granted and has sole discretion to decide whether or not to grant any such single semester leases. Single semester Lease Agreements are not available to Members who are not graduating seniors.

3. Joint Signature Member or New Member and their Parent or Guardian

- 3.1. It is the requirement of the House Corporation Board of Directors that a Parent or Guardian jointly sign Lease Agreement. If for some reason this is not acceptable or possible, then the House Corporation must approve of any deviation or waiver of this requirement.

4. Contract Modifications, Breach, and Remedies

- 4.1. Noncompliance with the House Policies or the Lease Agreement may result in disciplinary action, applicable financial obligations, and/or eviction from the Chapter House. The Executive Council or House Corporation may move Members and New Members from one room to another.
- 4.2. The policies may be terminated, changed, modified, or amended by the House Corporation for any of the following reasons or other reasons deemed appropriate by the House Corporation:
 - 4.2.1. When behavior requires inordinate attention from the Executive Council and/or the House Corporation.
 - 4.2.2. When activities of Members, New Members or guests endanger their own health, safety or welfare, or the health, safety or welfare of other Members, New Members or guests.
 - 4.2.3. When disruptive behavior is present.
 - 4.2.4. When student status at the University ceases, regardless of reason.
 - 4.2.5. When the Chapter House Policies or the terms and conditions of the contract have been breached or violated.
 - 4.2.6. When there is a violation of the Code of Student Conduct.

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- 4.3. When there is abuse of the facilities, violators will also be subject to disciplinary action, prosecution, judicial review and legal and/or replacement fees as deemed appropriate by the House Corporation. Members and New Members may also be subject to disciplinary action due to the misconduct of their guests.
- 4.4. 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 Chapter House.

5. Contractual Non-Compliance

- 5.1. Concurrent to, or separate from, any judicial proceedings, the Executive Council and/or the House Corporation may deny or revoke housing privileges to any Member or New Member found in violation of the provisions of these policies or the Lease Agreement.

6. Eviction

- 6.1. If a Member or New Member is evicted for non-payment of the House Bill or student conduct, the cancellation of the contract provision will apply.

7. Cancellation of House Policy Contract and/or Lease Agreement

Members and New Members agree to adhere to the House Policy contract. Those Members and New Members living in the Chapter House agree to complete the entire term of the Lease Agreement.

8. Collection Agency Costs, Attorney's Fees, and Court Costs

- 8.1. If it is necessary to employ legal counsel to enforce the provisions of the Membership Agreement, Lease Agreement, or these House Policies, then the Member or New Member agrees to pay all collection agency costs, attorney fees, and court costs. It is agreed by Member and New Member that the venue for any action to enforce the terms, and conditions of the Lease Agreement or the House Policies shall be Lee County, Alabama.

9. Natural Disaster or Catastrophe

- 9.1. The Membership Agreement and Lease Agreement 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.