

**MEMBERSHIP AGREEMENT  
FOR THE LOUISIANA ALPHA CHAPTER  
OF THE PHI KAPPA PSI FRATERNITY**

By this Membership Agreement (“**Agreement**”), I, the undersigned student (“**Student**”), do hereby agree, and irrevocably bind myself as follows:

**1. Definitions**

When used in this **Agreement**, the following terms shall have the respective meanings set forth below, unless a different meaning is expressly stated:

- a. “**Chapter**” shall mean Phi Kappa Psi Fraternity, Inc. a non-profit corporation registered in the State of Louisiana and the Louisiana Alpha Chapter of the **Fraternity**, along with its officers, members, alumni, employees, agents, contractors, and representatives;
- b. “**Chapter Advisor**” shall be those individuals serving as advisors, counselors, guides, or assistants to the **Chapter** in any area or subject matter, including but not limited to general operations, scholarship, recruitment, social, finance, philanthropy, risk management, etc. In determining who is a Chapter Advisor for purposes of this Agreement, it is of no consequence that an individual is not formally recognized as an advisor by the **University** or **Fraternity** in any capacity, whether “officially” or otherwise;
- c. “**Chapter House**” shall mean the property located at 3970 West Lakeshore Drive, Baton Rouge, Louisiana, and all improvements thereon;
- d. “**Fraternity**” shall mean Phi Kappa Psi Fraternity, Inc., a non-profit corporation registered in the State of Indiana and a national men’s fraternity founded in 1852 at Washington & Jefferson College, in Canonsburg Pennsylvania, along with its officers, employees, agents, contractors, representatives, and any and all affiliated charitable institutions, including but not limited to the The Endowment Fund of the Phi Kappa Psi Fraternity d/b/a Phi Kappa Psi Foundation;
- e. “**House Corporation**” shall mean the Louisiana Alpha Chapter of Phi Kappa Psi Housing Corporation, Inc., a non-profit corporation registered in Louisiana, along with its officers, members, current and former board members, employees, agents, contractors, and representatives, including the House Director and House Mother.
- f. “**Member**” shall mean, individually and collectively, any and all potential new member (formerly known as a “pledge”), prospective member (formerly known as a “rushee”), alumnus, brother, and any initiated or active member of the **Fraternity** or **Chapter**, regardless of his present or past standing with the **Fraternity** or **Chapter**;
- g. “**University**” shall mean Louisiana State University and Agricultural & Mechanical College in Baton Rouge, Louisiana.

## 2. Particular Terms

- a. I will strive for academic excellence and encourage it in the **Members** of the **Chapter**.
- b. I will strive to attend all required **Chapter** meetings and functions and participate in all **Chapter** philanthropic and service projects, except to the extent I may be properly excused in accordance with the **Chapter's** Rules, Policies, and Bylaws.
- c. I will strive to participate and be involved in the larger **University** community to the extent reasonably possible given my academic, personal, familial, **Chapter**, and similar obligations.
- d. I WILL ALWAYS RESPECT OTHERS. I WILL REFRAIN FROM AND I WILL NOT TOLERATE HAZING OR THE INTENTIONAL PHYSICAL, MENTAL, PSYCHOLOGICAL, SEXUAL, OR OTHER ABUSE BY OR TO ANY **MEMBER** OF THE **FRATERNITY**, **MEMBER OF THE CHAPTER**, OR ANY OF THEIR INVITEES, ASSOCIATES, COLLEAGUES, FRIENDS, SIGNIFICANT OTHERS, OR GUESTS.
- e. I will respect other fraternities, sororities, and the larger Greek Community at the **University** and other universities.
- f. I will be respectful and exercise good judgment in my use of social media.
- g. I understand and agree that I will use my best efforts to prevent and avoid the recording, reproduction, or transmission of any **Chapter** or **Fraternity** event or occurrence while present on property owned by, occupied by, controlled by, rented to, or leased to the **Chapter**, **Fraternity**, or **House Corporation**, including the **Chapter House** that would reasonably bring myself, the **Fraternity**, **Chapter**, **House Corporation**, **Chapter Advisor**, or any **Member** into disrepute.
- h. I understand and agree that, as between myself and the **Chapter**, any and all such recordings, photographs, or works I create that would reasonably bring myself, the **Fraternity**, **Chapter**, **House Corporation**, **Chapter Advisor**, or any **Member** into disrepute (which for purposes of this term shall be known as the "**Materials**") shall be deemed to be works-made-for-hire and shall be the property of the **Chapter**. If under any applicable law the fact that the **Materials** are a work-made-for-hire is not effective to place authorship and ownership of the **Materials**, in the **Chapter**, then to the fullest extent allowable and for the full term of protection otherwise accorded to me under applicable law, I hereby grant, assign and transfer to the **Chapter** all the **Materials** and, in connection therewith, any and all right, title, and interest I may possess in the **Materials** and in any other works now or hereafter created containing the **Materials**.
- i. I will strive to keep the **Chapter** strong by actively participating in recruitment.
- j. I will follow and abide by the Constitution, laws, and regulations of the United States

and State of Louisiana as may be applicable and amended from time to time.

- k. I will follow and abide by the rules, regulations, Policy Statements, and Policy Memoranda of the **University**, as may be applicable and amended and solely to the extent they are not inconsistent with the Constitution, laws, or regulations of the United States or the State of Louisiana.
- l. I will follow and abide by the **Fraternity** Constitution; **Chapter** Rules, Policies, By-Laws, and Code of Conduct; and **House Corporation** Rules.
- m. I will follow and abide by the determinations, findings, and decrees of the **Chapter's** Judicial Board.
- n. I WILL NOT ABUSE ALCOHOL, SUPPORT ALCOHOL ABUSE, OR ENCOURAGE OTHERS TO ABUSE ALCOHOL. I WILL NOT POSSESS OR CONSUME ALCOHOL ON PROPERTY OWNED BY, OCCUPIED BY, CONTROLLED BY, RENTED TO, OR LEASED TO THE **CHAPTER, FRATERNITY, OR HOUSE CORPORATION**, INCLUDING THE **CHAPTER HOUSE**, IF SAID POSSESSION OR CONSUMPTION IS CONTRARY TO THE **FRATERNITY CONSTITUTION; CHAPTER RULES, POLICIES, BY-LAWS, AND CODE OF CONDUCT; HOUSE CORPORATION RULES; OR UNIVERSITY POLICY STATEMENT**. I WILL NOT CONSUME ALCOHOL IF I AM BELOW THE LEGAL DRINKING AGE.
- o. I WILL NOT ABUSE ILLEGAL DRUGS, SUPPORT THE ABUSE OF ILLEGAL DRUGS, OR ENCOURAGE OTHERS TO ABUSE ILLEGAL DRUGS. I WILL NOT BE UNDER THE INFLUENCE OF, POSSESS, TRANSPORT, SELL, PURCHASE, OR USE ILLEGAL DRUGS OR DRUG PARAPHERNALIA AT ANY **CHAPTER OR FRATERNITY** EVENT OR WHILE PRESENT ON PROPERTY OWNED BY, OCCUPIED BY, CONTROLLED BY, RENTED TO, OR LEASED TO THE **CHAPTER, FRATERNITY, OR HOUSE CORPORATION**, INCLUDING THE **CHAPTER HOUSE**. I UNDERSTAND AND AGREE THAT THIS RULE APPLIES REGARDLESS OF WHETHER THE DRUGS WERE PURCHASED IN A STATE WHERE THEIR POSSESSION AND/OR CONSUMPTION IS LEGAL UNDER THAT STATE'S LAW.
- p. I will respect my own property and property of the **Fraternity, Chapter, House Corporation, Chapter House**, and every **Member**. I will not tolerate the abuse of property by others. I understand and agree that I will be personally responsible for any and all property damage that I cause, regardless of who may own or possess the property. I further understand and agree that I will be personally responsible for any and all property damaged by my guests and invitees.
- q. I will meet my financial obligations to the **Fraternity, Chapter, House Corporation**, and every **Member** in a timely manner and in no case over thirty days after any such obligation is incurred unless otherwise agreed. To the extent legal process is required to collect any debt or financial obligation I may owe, I agree to

pay all attorneys' fees and costs associated with the collection of the debt or financial obligation. I further agree to pay interest on any such debt or financial obligation at the rate of 12% per annum from the time demand is first made until paid. If this rate of interest is contrary to state law, I agree to pay the maximum rate of interest allowable under state law.

- r. I understand and agree that all dues, fees, assessments, social fees, surcharges, fines, rent, parlor fees, and any and all other sums assessed or charged by the **Fraternity**, **Chapter**, or **House Corporation** are due upon demand and not refundable. Any and all such sums shall be fully earned upon payment.
- s. I understand and agree that I have no property interest in my membership in either the **Chapter** or the **Fraternity**.
- t. I understand and agree that if I have not been initiated into the **Fraternity**, I can be removed from the **Chapter** at the sole discretion of it or the **Chapter Advisor**. I further understand and agree that I have no recourse or claim to any refund of sums paid if I am so removed.
- u. I understand and agree that I can be barred from the **Chapter House** at the sole discretion of the **House Corporation** or the **Chapter Advisor**, regardless of my standing with the **Chapter**, **Fraternity**, or **University**. I further understand and agree that I have no recourse or claim to any refund of sums paid if I am so removed.
- v. I understand and agree that the **Fraternity**, **Chapter**, **House Corporation**, **Chapter Advisor**, and **Members**, along with their officers, board members, employees, agents, contractors, and representatives, are limited in their ability to protect me from myself, crime, accidents, acts of God, negligence, and the intentional and negligent acts of others, including **Members**, **Members'** guests and invitees, and third parties. I further understand and agree that the **Fraternity**, **Chapter**, **House Corporation**, **Chapter Advisor**, and **Members**, along with their officers, board members, employees, agents, contractors, and representatives are not my parents, not my chaperone, and are in no way responsible for my personal safety or security. I understand and agree that I am an adult, capable of managing my own affairs, capable of taking responsibility for myself, and hereby agree to act and comport myself accordingly.
- w. I understand and agree that the **Fraternity**, **Chapter**, **House Corporation**, **Chapter Advisor**, and **Members**, along with their officers, board members, employees, agents, contractors, and representatives, may from time to time, put in place certain educational programs and seminars, institute certain rules, and take other actions intended to educate and guide me, other **Members**, and the **Chapter**. I understand and agree that no such educational requirement, program, seminar, rule, or similar shall constitute the assumption of any duty whatsoever, and the failure to provide educational programming or enforce certain rules shall not be deemed a breach of any duty that may be owed.

- x. WITHOUT QUALIFICATION AND TO THE FULLEST EXTENT ALLOWED BY LOUISIANA LAW, I AGREE TO HOLD THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, AND MEMBERS**, ALONG WITH THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES, HARMLESS. I SPECIFICALLY AND EXPRESSLY AGREE TO HOLD THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, AND MEMBERS**, ALONG WITH THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES, HARMLESS FOR ANY DEATH, INJURY, DAMAGE, DESTRUCTION, OR LOSS I MAY SUFFER, INCLUDING DAMAGE TO PROPERTY, REGARDLESS OF WHETHER THE DEATH, INJURY, DAMAGE, DESTRUCTION, OR LOSS RESULTS FROM THE NEGLIGENCE, INTENTIONAL ACT, OR FAULT OF ME, THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, MEMBERS**, AND/OR THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.
- y. WITHOUT QUALIFICATION AND TO THE FULLEST EXTENT ALLOWED BY LOUISIANA LAW, I AGREE TO DEFEND AND INDEMNIFY THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, AND MEMBERS**, ALONG WITH THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES. I SPECIFICALLY AND EXPRESSLY AGREE TO DEFEND AND INDEMNIFY THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, AND MEMBERS**, ALONG WITH THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, ALLEGATIONS, DEMANDS, CHARGES, SUITS, LOSS, DEATH, DAMAGES, EXPENSES, DESTRUCTION, ATTORNEYS' FEES, COSTS, PENALTIES, OR FINES, REGARDLESS OF HOW BROUGHT OR RAISED. WITHOUT LIMITING THE FOREGOING, I SPECIFICALLY AGREE TO DEFEND AND INDEMNIFY THE CHAPTER, FROM AND AGAINST ANY CLAIMS, ALLEGATIONS, CHARGES, ATTORNEYS' FEES, PENALTIES, FINES, OR SIMILAR RESULTING FROM ANY **UNIVERSITY** DISCIPLINARY ACTION, CHARGES, AND/OR HEARING RESULTING IN WHOLE OR IN PART FROM MY CONDUCT, ACTS OR OMISSIONS. I FURTHER SPECIFICALLY AND EXPRESSLY AGREE THAT THE FORGOING OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WILL APPLY REGARDLESS OF WHETHER THE OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS ARISES OUT OF MY OWN ACT, OMISSION, OR NEGLIGENCE; THE ACTS, OMISSIONS, OR NEGLIGENCE OF MY GUEST OR INVITEE; OR THE ACTS, OMISSIONS, OR NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, AND INTENTIONAL ACTS OF THE **FRATERNITY, CHAPTER, HOUSE CORPORATION, CHAPTER ADVISOR, AND MEMBERS**, ALONG WITH THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.

- z. I understand and agree that no aspect of this **Agreement** shall be considered or deemed a prospective waiver of any right set forth in the Constitution, laws, or regulations of the United States or the State of Louisiana.
- aa. I understand and agree that no aspect of this **Agreement** shall be considered or deemed a prospective waiver of any right to due process or other rights set forth in the rules, regulations, Policy Statements, and Policy Memoranda of the **University**, as may be applicable and amended, but solely to the extent said rights are not inconsistent with the Constitution, laws, or regulations of the United States or the State of Louisiana.
- bb. I understand and agree that this **Agreement** is solely and exclusively for the benefit of the **Members, Fraternity, Chapter, Chapter Advisor, and House Corporation**, along with their officers, board members, alumni, members, employees, agents, contractors, and representatives.
- cc. I understand and agree that the **Chapter, House Corporation, and Chapter Advisor** carry no insurance that benefits me, insures me, or to which I may have any claim. I agree to, at all times, carry, maintain, and keep current sufficient liability and property damage insurance to cover all claims, injuries, or damage I may suffer or sustain; that may arise out of my acts and omissions; that may arise out of my indemnity obligation set forth herein; and/or that may arise out of the acts and omissions of my guests and invitees.
- dd. I agree that the **Chapter's** senior officers and **Chapter Advisor** may obtain and review my **University** grades, and I agree to execute any and all forms and releases necessary to release my grades to the **Chapter Advisor** and senior **Chapter** officers, including the **Chapter's** president and executive counsel.
- ee. I understand and agree that all personal property left at the **Chapter House** outside of a leased room for more than 24 hours becomes the property of the **House Corporation** and may be disposed of or alienated without notice or reimbursement.
- ff. I hereby acknowledge that I am familiar with and have reviewed the **Fraternity's** Risk Management guide; the **Chapter's** Constitution, Rules, and/or By-Laws; the University's Risk Management guide(s), Policy Memoranda, Policy Statements, and Code of Student Conduct. I hereby understand and agree that, while the **Chapter, Fraternity, Chapter Advisor**, or some individual may have provided me with some of the listed materials, they are not collectively or individually obligated to provide me with any materials, and I have individually sought out, obtained, reviewed, and familiarized myself with all of the materials not provided to me.
- gg. I understand and agree that this Agreement forever binds me, my successors, my heirs, and my assigns, if any.

### 3. Capacity

I am at least eighteen (18) years of age or older and legally competent to execute this

agreement. I have never been interdicted, declared incompetent, or declared mentally unfit, and I am not presently under the influence of any mind-altering substance, illegal drug, or alcohol.

#### **4. Non-Reliance**

I hereby acknowledge that I have read this **Agreement**, I understand this **Agreement**, and I agree to the terms and provisions contained in this **Agreement**. I further, acknowledge that I have had an opportunity to consult with counsel of my own choosing before entering into this **Agreement**, and I have entered into this **Agreement** of my own free will and without coercion.

#### **5. Entire Agreement and Amendment**

It is understood and agreed that this **Agreement** contains the entire **Agreement**. Any and all understandings concerning the subject matter of this **Agreement** are incorporated herein or else waived, and as such, this **Agreement** supersedes any and all prior agreements, arrangements, or understandings of whatever nature, if any.

#### **6. Alteration**

This **Agreement** shall not be altered, amended, modified, or changed, except by a subsequent written **Agreement**, acknowledged by the **Chapter** president, **House Corporation** president, and the official **Chapter Advisor**, as recognized by the **Fraternity**.

#### **7. Agreement Cannot Be Construed Against Any Party As Drafter**

This **Agreement** shall be construed as one prepared by the joint efforts of the **Fraternity**, **Chapter**, **Chapter Advisor**, **House Corporation**, **Members**, and the **Student**, and it shall not be construed against any party upon the grounds that it was drafted by such party.

#### **8. Choice of Law**

I understand and agree that the validity and interpretation of this **Agreement** and the rights and obligations detailed in this **Agreement** are made pursuant to and shall be governed by and interpreted according to the laws of the State of Louisiana without regard to its choice of law provisions.

#### **9. Arbitration**

Save the single exception set forth in the next paragraph, I understand and agree that any controversy or claim arising out of, controlled by, or relating to this **Agreement**, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. I further agree that the Arbitration proceedings will be conducted in East Baton Rouge Parish, State of Louisiana.

The foregoing and any other provision of this **Agreement** notwithstanding, claims initiated by the **Chapter**, **Fraternity**, or **House Corporation** for outstanding debts due by **Student**, may be brought against me, the undersigned **Student**, in a court of competent jurisdiction within the

Parish of East Baton Rouge, including the Baton Rouge City Court. I further agree to submit myself to the jurisdiction of said Court for said purposes.

#### **10. Confidentially**

I understand and agree that I will keep any judgment, ruling, or similar determination issued in arbitration and any materials and information exchanged during arbitration strictly confidential. Further, said judgment, ruling or similar determination and any materials, transcripts, evidence, documents, photographs, videotapes, and any other information or materials exchanged, discovered, created, or used in any arbitration proceeding shall remain strictly confidential and may only be released to my counsel or pursuant to a court order. I further agree that should such a court order authorizing the release of said materials and information be sought, I will timely notify the **Fraternity, Chapter** president, the official **Chapter Advisor** as recognized by the **Fraternity**, and **House Corporation** president and allow sufficient opportunity of not less than 90 days to oppose the disclosure, if they so choose.

#### **11. Choice of Forum**

I understand and agree that solely to the extent this **Agreement's** Arbitration provision may be stricken, limited, or otherwise rendered invalid, whether all or in part, I agree to submit to the jurisdiction of the Nineteenth Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, which I agree is a proper forum and venue.

#### **12. Severability**

If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this **Agreement** and all remaining parts of this **Agreement** shall otherwise remain in full force and effect.

#### **13. Waiver**

The failure of the **Fraternity, Chapter, House Corporation, Chapter Advisor**, and **Members**, along with their officers, board members, members, employees, agents, contractors, and representatives, to enforce, at any time, any of the provisions of this Agreement or any risk management policy shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement, nor in any way to affect the validity of this Agreement or any provision thereof or the right to enforce thereafter each and every provision of this Agreement. The remedies contained in this Agreement shall be cumulative and in addition to any other or further remedy provided by law that the **Fraternity, Chapter, House Corporation, Chapter Advisor**, and **Members**, along with their officers, board members, employees, agents, contractors, and representatives may possess.

#### **14. Waiver of Notice**

I expressly waive any statutory or contractual notice to which I might be entitled in the event I breach or become in default of this **Agreement**.



**15. Survival of Agreement Terms**

I understand and agree that, to the extent applicable, the terms and provisions of this **Agreement** will survive my graduation from, resignation from, and/or expulsion from the **University**. In particular, I understand and agree that the defense and indemnity provisions, hold harmless provisions, and financial obligations provisions will survive my graduation from, resignation from, and/or expulsion from the **University**. I further understand and agree that, to the extent applicable, the terms and provisions of this **Agreement** will survive my resignation or expulsion from the **Chapter** and/or **Fraternity** and my assumption of alumni status within the **Chapter** and/or **Fraternity**.

**16. Interpretation of this Agreement**

Unless the context plainly indicates otherwise:

- a. Words importing the singular number shall be deemed to include the plural number (and vice versa), and whenever used, the word “shall” and “will” are each understood to be imperative or mandatory in nature and are interchangeable with each other;
- b. References to the word “include” or “including” are to be construed without limitation;
- c. The pronouns “I”, “me”, “my”, and “myself” refer to the undersigned **Student** and are interchangeable with each other; and
- d. The headings and section titles are a convenience designed to facilitate ready reference to subject matter and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language in this Agreement.

Considering all of the foregoing, I, the undersigned **Student**, have read this nine-page **Agreement** in full and do hereby understand, agree, and irrevocably bind myself to this **Agreement** and all of its terms and conditions, as set forth herein, without reservation or qualification:

**Student’s Signature:** \_\_\_\_\_

**Student’s Printed Name:** \_\_\_\_\_

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