**SAMPLE INDIVIDIUAL DUES AGREEMENTS**

**Disclaimer: This document is a sample. Dues amounts will vary by chapter. Please check with your chapter on what these numbers should be.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHAPTER**

**DELTA UPSILON FRATERNITY**

**CHAPTER STREET ADDRESS**

**CITY, STATE ZIP**

**BROTHERHOOD FINANCIAL RESPONSIBILITY AGREEMENT**

This Brotherhood Financial Responsibility Agreement (“Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2008 by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter of Delta Upsilon Fraternity, an unincorporated organization (“Fraternity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Brother”).

In consideration of my active membership in the Fraternity, Brother agrees as follows:

**1. Dues.** Brother agrees to pay dues as follows:

(a) If Brother has executed a lease to live in the Fraternity house for the school year, Brother shall pay “In-House” Dues. Payment shall be in a lump sum of **$680** for each semester of the school year and must be received by the Fraternity treasurer on or before the first day of classes for the applicable semester. In the alternative, Brother will make payment of $**750** each semester according to the following schedule:

 Payment No. Amount Due Date during Semester

 1 $300 First day of classes

 2 $200 First day of second month

 3 $150 First day of third month

 4 $100 First day of fourth month

(b) If Brother has not executed a lease to live in the Fraternity house for the school year, Brother shall pay “Out-of-House” Dues. Payment shall be in a lump sum of **$880** for each semester of the school year and must be received by the Fraternity treasurer on or before the first day of classes for the applicable semester. In the alternative, Brother will make payment of **$950** each semester according to the following schedule:

Payment No. Amount Due Date during Semester

 1 $350 First day of classes

 2 $250 First day of second month

 3 $200 First day of third month

 4 $150 First day of fourth month

**2. Alumni Dues.** Brother agrees/does not agree (circle one and initial here \_\_\_\_) to pay alumni dues to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Delta Upsilon Alumni Association, Inc. in January of each year after he graduates from the University. The initial amount of dues shall be **$15**, and shall increase each year by **$15** through the tenth year after Brother graduates, at which point dues shall be **$150** per year, and shall continue to be **$150** per year during Brother’s lifetime until Brother reaches the age of 65. Once Brother reaches the age of sixty-five, his obligation to pay alumni dues shall terminate. Should Brother’s active undergraduate membership in the Fraternity terminate before his graduation, Brother shall have no obligation to pay alumni dues.

**3. Security Deposit for “Out-of-House” Brothers.** If Brother has not executed a lease to live in the Fraternity house for the school year, Brother shall deposit **$150** with the Fraternity treasurer on or before the first day of classes of the Fall Semester. Fraternity shall hold this money as security to insure against damage by Brother to the Fraternity house and the faithful performance of the terms of this Agreement including, without limitation, Brother’s obligation to pay any fine or fee to the Fraternity. Should the Fraternity be required to withdraw funds from Brother’s security deposit to pay for any fine, fee, damage or to otherwise fulfill, in whole or in part, any of Brother’s obligations hereunder, Brother shall within five (5) days deposit with the Fraternity’s treasurer a sum equal to the amount so applied by the Fraternity, so that the Fraternity shall have the full security deposit on hand at all times until such funds are to be returned to Brother pursuant to Section 4 hereof.

**4. Late Charges.** Brother shall pay the Fraternity a late charge of five percent (5%) of any payment due under this Agreement that is not received by the Fraternity’s treasurer within five (5) days of its due date.

**5. Return of Security Deposit.** After Brother has paid all amounts due hereunder and performed all other obligations hereunder, and the Fraternity has determined that Brother has caused no damages to the Fraternity house other than reasonable wear and tear, then Fraternity shall, within thirty (30) days after Brother’s graduation or other termination of his active undergraduate membership in the Fraternity, return any remaining amount of the Security Deposit to Brother, together with an itemized list of repairs of the of the items set forth in the list and evidence of payment of same. Security Deposits shall be carried over from semester to semester until qualifying for return under this section.

**6. Right of Fraternity to Raise Dues.** The Fraternity may change the amount charged for dues or security deposits upon thirty (30) days’ written notice to Brother.

**7. Right of Fraternity to Impose Fines.** The Fraternity may impose upon Brother and require Brother to pay such fines as it deems necessary to penalize Brother for misconduct or for Brother’s failure to comply with the terms of this Agreement, any lease between Brother and the Fraternity, any lease between the Fraternity and the Fraternity’s alumni corporation, or any rule or regulation of the Fraternity, the Fraternity’s alumni corporation, the Fraternity’s national organization, or the college/university.

**8. Participation in Work Week.** Brother acknowledges that the Fraternity schedules two partial weeks each year to perform maintenance and upkeep to the Fraternity house and grounds. Brother agrees that, unless excused in advance by the Fraternity President, he shall attend and participate in each day of each work week, for a minimum of five (5) hours of work each day, during the term of this Agreement. Brother agrees that for the first day he fails to participate in work week activities, he will pay a fifty dollar ($50) fine, and for each day thereafter that he fails to participate, he will pay a fifty dollar ($50) fine, each fine payable within five (5) days of the day in question. Token appearances or failure to actively participate in work activities shall be deemed a failure to participate for the purposes of this section.

**9. Participation in Rush Activities.** Brother acknowledges the significance of the recruitment process to the continued existence of the Fraternity. Accordingly, Brother agrees to attend each Rush event scheduled by the Fraternity, unless excused in advance by the Fraternity President or Rush Chair. Brother agrees that for the first event he fails to attend, he will pay a twenty-five dollar ($25) fine, and for each event thereafter that he fails to attend, he will pay a fifty dollar ($50) fine, each fine payable within five (5) days of the missed Rush event. Token appearances, failure to actively participate or partial attendance of a Rush event shall be deemed an absence for the purposes of this section.

**10. Participation in Regular Fraternity House Maintenance.** Brother acknowledges that as an active member of the Fraternity he shares responsibility for the ongoing maintenance of the Fraternity house and grounds. Brother agrees, unless excused in advance by the Fraternity President or House Manager, he shall fulfill all assigned house maintenance duties assigned to him by the Fraternity. Brother agrees that for the first event he fails to attend, he will pay a twenty-five dollar ($25) fine, and for each event thereafter that he fails to attend, he will pay a fifty dollar ($50) fine, each fine payable within five (5) days of the missed Rush event. Token appearances, failure to actively participate or partial attendance of a Rush event shall be deemed an absence for the purposes of this section. In assigning regular house maintenance duties, the Fraternity will ensure that In-House Brothers shall bear more responsibility for such maintenance than Out-of-House Brothers. Any brother that purchases supplies for the Fraternity shall be reimbursed by the Fraternity for excess expenses. A receipt and proof of purchase is required, and shall be given to the treasurer within 48 hours of the purchase, or the re-imbursement is void. The Fraternity will reimburse brothers within 5 days of the receipt being submitted.

**11. Third-Party Beneficiary.** The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Delta Upsilon Alumni Association, Inc., the Fraternity’s alumni corporation, is an intended third-party beneficiary of this Agreement.

**12. Termination and Survival.** This Agreement shall terminate upon Brother’s graduation or other termination of his active undergraduate membership in the Fraternity. All of Brother’s payment obligations to the Fraternity, and the Fraternity’s security deposit obligations in Section 4, shall survive termination.

**13. Miscellaneous Terms.** Brother agrees that he has read and fully understands each and every term of this Agreement. Brother also represents that he is eighteen (18) years of age or older at the time of his execution of this Agreement or, if not, that his Parent or Legal Guardian has co-signed this Agreement as Guarantor. The parties agree that this Agreement may only be modified, altered, extended or amended, in whole or in part, in writing signed by authorized representatives of both parties. This Agreement shall be governed by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without giving effect to its conflict-of-law rules. Any dispute for the enforcement or interpretation of this Agreement may be resolved only by a court of competent jurisdiction in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement contains the complete agreement of the parties with respect to the payment of dues, and there are no other written or oral understandings or agreements other than this Agreement concerning this subject matter.

Brother Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brother Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home (Parents’) Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Home (Parents’) Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parents’ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brother’s Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brother’s Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHAPTER OF DELTA UPSILON FRATERNITY,
an unincorporated organization**

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

 President/Treasurer Signature

Acknowledged:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DELTA UPSILON ALUMNI ASSOCIATION, INC.**

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