

Sigma Tau Gamma Fraternity®

Ritual Manual Release and Agreement

Chapter: _____

Date: _____

Officer Name: _____
Print Name

Address: _____

Office: _____

Email Address: _____

THIS AGREEMENT is made and entered into on the date first above written (the "Agreement") by and between SIGMA TAU GAMMA FRATERNITY, INC., a Missouri corporation (hereinafter referred to as "Fraternity") and the CHAPTER ABOVE IDENTIFIED, a member CHAPTER of Sigma Tau Gamma Fraternity, Inc. (hereinafter referred to as "Chapter").

WITNESSETH:

WHEREAS, the Fraternity is desirous of assisting the Chapter with the facilitation of fraternal activity in pursuit of the fraternal mission of the Fraternity upon the terms and conditions contained herein; and

WHEREAS, the Chapter is desirous of receiving services of the Fraternity upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree:

1. Ownership: That the Sigma Tau Gamma Rituals are the sole property of Sigma Tau Gamma Fraternity, Inc.
2. Access: That access to the Sigma Tau Gamma Rituals is a privilege of membership, and that any violation of this Agreement may result in the Chapter's loss of this privilege and/or the loss of the Chapter's membership in the Fraternity.
3. Term: That Chapter has license to use the Fraternity Rituals continuously and without expiration of term, provided that Chapter is in GOOD STANDING with the Fraternity, as defined by the Fraternity, or until there is an official update, change or revision of the Ritual by the Fraternity, in which case the license to use this Ritual is immediately terminated and Chapter may apply for use of the updated, changed or revised Ritual.
4. Use: That Chapter may use the Sigma Tau Gamma Ritual to induct new associate members and initiate members into Sigma Tau Gamma Fraternity, to recognize advancement in the Fraternity Path of Principles Program, to instruct members about the values and ideals of Sigma Tau Gamma Fraternity, to recognize the transition from collegiate to alumni membership, to honor and remember deceased members, to install new officers, and to facilitate the orderly conduct of Chapter business meetings.
5. Violation of Law: That Chapter may not use the Sigma Tau Gamma Ritual in any activity that violates the Constitution, Laws, or Policies of the Fraternity or the laws of the Federal government or of any state or of any political subdivision of a state.
6. Distribution: That Chapter may not sell, share, release, distribute, copy, or in any other way make available the Sigma Tau Gamma Ritual to any party outside of the membership of the Chapter without the written consent of the Fraternity.
7. Agency: That Chapter is not an agent of the Fraternity, and that it will refrain from representing itself to be an agent of the Fraternity.

8. Indemnification: That Chapter indemnifies the Fraternity against any legal action that may arise from the use of the Ritual in any form that violates this agreement.
9. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by first class mail to the parties hereto.
10. Waiver of Breach/Reformation, Savings Clause: The waiver or non-enforcement by Fraternity or Chapter of a breach of any provisions of this Agreement by Fraternity or Chapter shall not operate or be construed as a waiver of any subsequent breach by Fraternity or Chapter.
11. Assignment: Chapter acknowledges that the services and activities to be rendered by Chapter on behalf of the Fraternity are unique. Accordingly, Chapter may not assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of Fraternity and any such assignment is void.
12. Severability: Every provision of this Agreement is entitled to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
13. Amendments: No alterations, modifications, amendments or changes herein shall be effective or binding upon the parties unless the same shall have been agreed to in writing by all the parties hereto.
14. Section Headings: Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.
15. Counterpart Execution: This agreement may be executed by any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.
16. Missouri Law: It is the intention of the parties that the laws of Missouri, without reference to the choice of law principles thereof, govern the termination and validity of this Agreement, the construction of these terms and the interpretation of the rights and duties of the parties. Any litigation with respect to this Agreement shall commence in the Circuit Court for the County of Johnson, Missouri or in the U. S. District Court for the Western District of Missouri.
17. Rights Cumulative: The rights of Fraternity hereunder shall be cumulative and the enforcement by Fraternity of any right shall not affect in any way the ability of Fraternity to enforce any other right hereunder.
18. Entire Agreement. This instrument contains the entire agreement of the parties and may not be changed orally but only by agreement in writing signed by the party against whom the enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, Fraternity has caused this Agreement to be executed by its duly authorized officer, and Chapter has hereunto caused this Agreement to be executed by its duly authorized officer first above named by his hand as of the day and year first above written.

FRATERNITY
Sigma Tau Gamma Fraternity, Inc.

By _____
William P. Bernier, CAE, Executive Vice President

CHAPTER AUTHORIZED OFFICER SIGNATURE
