

MEMBERSHIP LIST AGREEMENT

By and between: DATE: _____
Sigma Tau Gamma Fraternity, Inc. Name: _____
101 Ming Street / P. O. Box 54 AND Address: _____
Warrensburg, MO 64093 Email Address: _____

In order for us to better evaluate whether your desired usage of the following information is acceptable, please briefly explain your purpose in requesting the membership information.

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 PERSON ABOVE IDENTIFIED, a member of Sigma Tau Gamma Fraternity, Inc. (hereinafter referred to as "Member").

WITNESSETH:

WHEREAS, the Fraternity is desirous of assisting the Member 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 Member 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 membership roster is the sole property of Sigma Tau Gamma Fraternity, Inc.
2. Access: That access to the Sigma Tau Gamma membership file is a privilege, not a right of membership and that any violation of this Agreement may result in the Member's loss of this privilege and/or the loss of the Member's membership in the Fraternity.
3. Use: That the Sigma Tau Gamma membership roster may not be used for any commercial purpose nor may it be used to solicit for any organization, public or private, for profit or non-profit, nor may it be used to solicit for any political purpose.
4. Sale: That the Sigma Tau Gamma membership roster may not be sold or in any way distributed or released to any party inside or outside of the membership of Fraternity without the written consent of the Fraternity.
5. Violation of Law: That Member may not use, for himself or on behalf of any organizational component of the Fraternity (Collegiate Chapter, Chapter Alumni Association, Chapter Housing Corporation, Alumni Chapter) the Sigma Tau Gamma membership roster to promote 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. Agency: That the Member is not an agent of the Fraternity, and that he will refrain from representing himself to be an agent of the Fraternity.
7. Indemnification: That the Member indemnifies the Fraternity against any legal action that may arise from his use of the membership file in any form that violates this agreement.
8. 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 addresses first above written.
9. Waiver of Breach/Reformation, Savings Clause: The waiver or non-enforcement by Fraternity or Member of a breach of any provisions of this Agreement by Fraternity or Member shall not operate or be construed as a waiver of any subsequent breach by Fraternity or Member.
10. Assignment: Member acknowledges that the services to be rendered by him are unique and personal. Accordingly, Member may not assign any of his rights or delegate any of his duties or obligations under this Agreement without prior written consent of Fraternity.
11. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which can not be settled by and among the parties hereto, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof.
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.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES.

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

FRATERNITY
Sigma Tau Gamma Fraternity, Inc.

By _____
Steve Latour, Chief Executive Officer

MEMBER
