

Membership Data Agreement

Alpha Sigma Phi Fraternity

Each year, the Fraternity receives hundreds of requests for member information. While we work to honor as many of those requests as possible, it is important to make sure that those requests are for legitimate purposes. The Fraternity and Educational Foundation have a responsibility to make sure each member's personal information is not misused or sold to third party vendors.

Alpha Sigma Phi will review each request individually. For your part, any new information obtained about our members should be shared with Fraternity Headquarters so that Fraternity and Educational Foundation can keep accurate and up to date records. Please complete this form and return to Fraternity Headquarters. Allow 7 - 10 business days for a response.

This form should be completed by the person who intends to use the information.

- INDIVIDUAL CHAPTER CHAPTER COUNCIL
 ASSOCIATION HOUSE CORPORATION REGIONAL ASSOCIATION

Date ____ / ____ / ____

Name _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone (_____) _____

Purpose for Request _____

REQUEST

- All Alpha Sigma Phi Alumni within _____ mile radius
Zip Code _____ College/Univ. _____
- All _____ (Greek Name) chapter alumni
- All _____ (Greek Name) chapter alumni within _____ mile radius
Zip Code _____ College/Univ. _____

The following is the the standard information provided: First Name, Last Name, Last Known Mailable Address, Preferred Phone Number, Email Address, Chapter, School, Initiation Date, and Roster Number.

Please specify if additional information is needed: _____

AGREEMENT

THIS AGREEMENT is made and entered into by and between ALPHA SIGMA PHI FRATERNITY, INC., a New York corporation (hereinafter referred to as "Fraternity") and the PERSON IDENTIFIED ABOVE, a member of Alpha Sigma Phi Fraternity, Inc. (hereinafter referred to as "Member"). The parties hereto agree:

1. Ownership: That the Alpha Sigma Phi membership roster is the sole property of Alpha Sigma Phi Fraternity, Inc.
2. Access: That the access to the Alpha Sigma Phi 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 Alpha Sigma Phi membership roster may not be used by an individual or a chapter or affiliate organization for any commercial purpose nor may it be used to solicit for any organization other than Alpha Sigma Phi Fraternity or its affiliate organizations, public or private, for profit or non-profit, nor may it be used to solicit for any political purpose.
4. Sale: That the Alpha Sigma Phi 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 written consent of the Fraternity.



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5. Violation of Law: That Member may not use, for himself or on behalf of any organizational component of the Fraternity (Collegiate Chapter, Association, Housing Corporation, Regional Association) the Alpha Sigma Phi membership roster to promote any activity that violates the Constitution, Bylaws, 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 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 constructed 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 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 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. New York Law: It is the intention of the parties that the laws of New York, without reference to the choice of law principles thereof, govern the termination of validity of this Agreement, the construction of these terms and the interpretation of the rights and duties of the parties.
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 signed 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.

Signature _____ Date ____ / ____ / ____

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 written above.

FRATERNITY HEADQUARTERS REPRESENTATIVE

Signature _____ Date ____ / ____ / ____

