

Membership Agreement Template

For Fraternal Organizations

This template is designed for fraternities, sororities, and similar membership organizations. It reflects key themes from the webinar transcript, including clear expectations, policy acknowledgement, anti-hazing commitments, financial responsibilities, dispute resolution, execution practices, and annual reaffirmation. It should be tailored to the organization's governing documents, practices, and jurisdiction, and reviewed by legal counsel before use.

Template Agreement

This Membership Agreement ("Agreement") is entered into by and between **[National Organization Name]** (the "Organization") and **[Member Full Name]** (the "Member") as of **[Effective Date]**. By signing this Agreement, the Member acknowledges that membership is voluntary and agrees to comply with the Organization's governing documents, policies, standards, and procedures, as they may be amended from time to time.

1. Governing Documents and Policy Acknowledgement

The Member acknowledges receipt of, access to, or notice of the Organization's governing documents and policies, including as applicable: constitution, bylaws, fraternity or sorority laws, code of conduct, risk management policy, anti-hazing policy, bystander intervention policy, amnesty policy, social event policies, and any other published membership standards. The Member agrees to review and follow those materials and understands that they are incorporated into this Agreement by reference.

2. Member Obligations

- The Member will uphold the mission, values, and standards of the Organization.
- The Member will comply with all applicable laws and institutional requirements.
- The Member will complete required education, training, onboarding, and other membership requirements.
- The Member will satisfy financial obligations owed to the Organization, the chapter, or affiliated entities, as applicable.
- The Member will conduct themselves in a manner consistent with the Organization's expectations for safety, respect, and accountability.
- The Member will cooperate with legitimate organizational processes, including conduct reviews, investigations, and requests for required documentation.

3. Anti-Hazing, Safety, and Conduct Commitments

The Member acknowledges that hazing is prohibited by the Organization and may be prohibited by federal, state, provincial, local, institutional, or other applicable law. The Member agrees not to engage in, encourage, facilitate, ignore, conceal, or retaliate regarding hazing or other prohibited conduct. The Member further agrees to comply with all risk management and safety policies, including those related to alcohol, drugs, events, new member activities, harassment, violence, and bystander intervention.

The Member agrees to promptly report suspected violations of anti-hazing, safety, conduct, or other organizational policies through the Organization's designated reporting channels. The Member understands that reporting obligations do not replace emergency response obligations, law enforcement reporting, or campus reporting requirements where applicable.



4. Financial Responsibilities

The Member agrees to pay all dues, fees, assessments, housing charges, program fees, fines or other amounts that are validly imposed under the Organization's governing documents and policies. The Member understands that unpaid obligations may result in collections activity, suspension, loss of privileges, discipline, or other action permitted by the Organization's rules and applicable law.

5. Use of Organization Name, Marks, and Member Likeness

The Member acknowledges that the Organization's names, insignia, symbols, trademarks, service marks, and related branding are valuable organizational assets. The Member agrees to use them only as permitted by the Organization's policies. The Member also grants permission for the Organization and its affiliated entities to use the Member's name, image, and likeness in organization-related communications, records, publications, and promotional materials, subject to applicable law and organizational policy.

6. Relationship Between the National Organization and the Chapter

The Member understands and acknowledges that the Organization and any local chapter, colony, or affiliated local entity may have distinct roles and responsibilities. Except to the extent expressly provided in governing documents or applicable law, the Member acknowledges that the local chapter or colony is responsible for its own day-to-day acts and decisions and that membership in a local chapter does not by itself create authority for the Member to act as an agent of the Organization.

7. Education Records and Required Releases

To the extent permitted by applicable law, the Member agrees to execute institution-specific releases or authorizations requested by the Organization to allow the Organization to obtain records relevant to membership eligibility, academic standing, conduct matters, housing status, or risk management concerns. This clause is intended to support future execution of institution-required forms and is not a substitute for school-specific release forms.

8. Discipline, Breach, and Organizational Remedies

If the Member violates this Agreement or any incorporated policy or governing document, the Organization may take action consistent with its rules and applicable law, including education, warnings, loss of privileges, suspension, termination, collections, or other disciplinary or legal remedies. The existence of this Agreement does not limit the Organization's ability to use its internal conduct processes.

9. Indemnification and Reimbursement

To the fullest extent permitted by applicable law, the Member agrees to reimburse and hold harmless the Organization and its affiliated entities from losses, costs, claims, liabilities, and expenses, including reasonable attorneys' fees, arising from the Member's unlawful acts, unauthorized acts, or material violations of this Agreement or incorporated organizational policies. The Organization may choose whether and when to invoke this provision based on the circumstances of a matter.

10. Dispute Resolution

Before filing a lawsuit relating to this Agreement, the parties agree first to attempt to resolve the dispute through good-faith discussion and then, if necessary, mediation in **[City, State/Province]** or by remote means if permitted by the Organization. If the dispute is not resolved through mediation, then any claim arising out of or relating to this Agreement may be submitted to binding arbitration or other dispute-resolution procedures if provided by the Organization's final



approved legal form. **Note:** This section should be customized by counsel for the Organization's jurisdiction, preferred forum, and enforceability requirements.

11. Term, Reaffirmation, and Amendments

This Agreement becomes effective when signed and remains in effect unless and until superseded, revoked in writing by the Organization where permitted, or terminated under the Organization's governing documents. The Organization may require the Member to reaffirm this Agreement annually, each academic term, upon initiation, after substantive revisions, or at other designated times. Failure to complete a reaffirmation may affect the Member's standing or privileges but does not automatically void previously accepted obligations unless the Organization expressly states otherwise.

12. Voluntary Execution

By signing below, the Member confirms that the Member has had an opportunity to read this Agreement, understands its terms, is signing voluntarily, and is not signing under coercion or duress. Optional revocation period: The Member may revoke acceptance of this Agreement by written notice delivered to **[Office/Email/Portal]** within **[14 or 21]** days after signature, unless prohibited by the Organization's governing rules or applicable law.

13. Signatures

Member Name: _____

Signature: _____

Date: _____

Implementation Notes

- *Keep the agreement aligned with the organization's bylaws, policies, and actual practices to avoid conflicts between documents.*
- *Use a reliable electronic signature process that preserves date, time, and other audit information.*
- *Do not collect signatures in settings that could create claims of coercion or duress.*
- *Consider reaffirmation annually or whenever there are substantive changes.*
- *Consider separate execution instructions for chapter officers and volunteers responsible for administering the process.*
- *Keep signed agreements according to the organization's document retention policy and counsel's advice.*
- *Review dispute-resolution, indemnification, venue, and records-release language with counsel in each relevant jurisdiction.*
- *Use this agreement alongside training, attendance records, and policy acknowledgement processes rather than as a substitute for them.*

Holmes Murphy Fraternal Practice prepared this document based on the general information provided by Toby Eveland and Micah Kamrass during the Holmes Murphy webinar on April 14, 2026. Questions regarding the development and implementation of a Membership Agreement specific for your organization should be directed to them or to other qualified legal counsel of your organization's choosing.

View the webinar [HERE](#)

Holmes Murphy offers this educational information to provoke thought and discussion and it should not be viewed as a mandate or requirement.

We view part of our role as an insurance and risk management professional to anticipate your needs and educate you in an effort to complement the organization's loss prevention and control efforts, **not replace the decision-making autonomy of our client organizations.** Our role is to provide guidance and support the policies and decisions made by our client organizations. We hope you find this educational piece to be of value and stand ready to discuss it further with you or any of your constituents.

