

Facilities Agreement

Agreement made this _____ day of _____, 20____ between _____ chapter of _____, a non-profit association ("Chapter"), and _____ ("Contractor").

Day Month Year Chapter Inter/National Organization Vendor Legal Business Name

1. **Facilities.** Contractor hereby rents to the Chapter the _____ Facility Name ("Facilities") for a Chapter function on the following terms:

- a. Date: _____
- b. Hours: _____
- c. Rate or fee: _____
- d. Payment terms: _____

2. **Services.** Contractor hereby agrees to provide to Chapter the following services at the function described above:

- a. Food Service
 - i. Description: _____
 - ii. Rate of Fee: _____
 - iii. Payment Terms: _____
- b. Bar Service
 - i. Description: _____
 - ii. Serving alcohol beverages to cease one hour before scheduled end of function.
 - iii. Rate or Fee: _____
 - iv. Payment Terms: _____
- c. Security Service
 - i. Description: _____
 - ii. Rate of Fee: _____
 - iii. Payment Terms: _____

d. Other

i. Description:

ii. Rate or Fee: _____

iii. Payment Terms: _____

3. **Further Agreements.**

a. Contractor warrants and represents that all personnel provided by Contractor

i. Have received training appropriate to the Chapter function;

ii. Are familiar with all state, local, university and _____
Inter/National Organization
laws, regulations, policies and guidelines ("Rules") applicable to the Chapter function;

iii. Will perform their duties in accordance with the Rules;

iv. Will not consume or use illegal substances or alcoholic beverages while performing their duties; and

v. Will not possess firearms while performing their duties.

b. The Contractor agrees to the following:

i. Will only sell alcohol to individuals over the legal drinking age;

ii. Will not include drink specials for members or guests as part of the rental fee;

iii. Will not include a set amount of free alcohol as a part of the rental fee or otherwise;

iv. Will not require a minimum amount of alcohol sales during the event; and

v. Will not provide free drinks for officers and organizers of the event.

c. The Contractor agrees to mark the guests, members, and new members attending the event who are of legal drinking age by one of the following ways (check one)

i. ___ Wristbands that have been dated and marked for that event

ii. ___ Specific hand stamp that is unique to the event

iii. ___ Other (Describe): _____

d. The Contractor assumes all responsibilities that any other purveyor of alcoholic beverage would assume in the normal course of business, including but not limited to:

i. Checking identification cards upon entry;

ii. Not serving to minors;

iii. Not serving to individuals who appear to be intoxicated;

iv. Maintaining control of ALL alcoholic containers present;

v. Collecting all remaining alcohol at the end of a function (no excess alcohol – opened or opened – is to be given, sold or furnished to the organization); and

vi. Removing all alcohol from the premises.

- e. The Contractor agrees to limit the exit and entrance to the facility to one entrance point (1).
- f. The Contractor shall provide the Chapter with a copy of any appropriate licenses required by local and state authorities.
- g. Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of Chapter, it being intended that Contractor is an independent contractor solely responsible for the actions of Contractor and Contractor's employees and agent.
- h. Contractor represents and warrants that it carries a minimum of \$1,000,000 of general liability insurance covering such indemnity obligation and agrees to provide the chapter with a copy of a certificate of insurance at least naming the Chapter, house corporation, and _____ as additional insured ("additional insureds") at the chapters expense. Contractor's insurance shall provide that, with respect to any other insurance coverage which may be available to any additional insureds, Contractor's coverage shall be primary and not contribute or excess.
- i. This Agreement contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing and signed by both parties.

Chapter Representative:

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of and has the authority to bind _____ Chapter chapter of _____ Inter/National Organization to this Agreement, and acknowledges receipt of a copy of this agreement.

Chapter Representative Signature

Chapter Representative Printed Name

Chapter Representative Officer Position

Date

Facilities Representative:

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of and has the authority to bind _____ Vendor Legal Business Name to this Agreement, and acknowledges receipt of a copy of this agreement.

Facilities Representative Signature

Facilities Representative Printed Name

Facilities Representative Title

Date