



CONTRACT TEMPLATE FOR HIRING THIRD-PARTY VENDORS

(You may request the Third-Party Vendor include your organization as an Additional Insured on their policy.)

The contract template is intended to be used in the absence of the Vendor or Venue presenting a contract to the chapter and requesting it be executed. The template includes the fundamental things a chapter should request of a Third-Party Vendor when retaining the Vendor to provide services for a chapter function held at the chapter facility.

ADDITIONAL INSURED

Please note that if the chapter is hosting a function at a Venue, it is possible and reasonable for the Venue to request proof of General Liability insurance from the chapter as well as request that the chapter includes the Venue as an Additional Insured on the policy, which is documented by providing the Venue a Certificate of Insurance.

The difference between a Certificate of Insurance (COI) and an Additional Insured:

- A Venue requesting to be listed as a certificate holder on the COI is merely being provided proof that there is insurance in force. They have no legal rights under the contract of insurance.
- Listing the party as an additional insured on the COI makes them an “Insured” under the policy creating legal rights under the contract.

To request a COI or Additional Insured, submit the following 30 days in advance of the event:

- A complete copy of the written document making the request
- Complete contact information for the party making the request
- Event details for the event

We encourage you to reach out to your Inter/National organization for a contract review and recommend that all chapters follow the Intern/National Organizations’ event approval/review protocols that are in place. We further recommend that any chapter requesting exceptions deviating from the Vendor/Venue requirements outlined within the attached contract template, such as failure to obtain Additional Insured status from a Vendor/Venue, be fully vetted and reviewed by the Inter/National Organization.

THIRD-PARTY VENDOR CONTRACT

Name of Vendor/Venue: _____

Chapter Name and Inter/National Organization: _____

Date of Event: _____

Beginning/End Time of Event: _____

Address of Event: _____

BY SIGNING THIS AGREEMENT, THE VENDOR/VENUE AGREES TO THE FOLLOWING TERMS:

1. The Vendor is properly licensed by the appropriate local and state authority. This requires both a liquor license and a temporary license to sell on the premises if the function will not be held at the Vendor's normal place of business. (You may request a copy of the license.)
2. The Vendor carries General Liability Insurance with minimum required limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, evidenced by a properly completed Certificate of Insurance prepared by the insurance provider. (Request a copy of the Certificate of Insurance.) The Certificate of Insurance should also show evidence that the Vendor has, as part of its coverage, "Liquor Liability coverage and Hired and Non-Owned Auto Liability coverage." The Certificate of Insurance should name as Additional Insured (at a minimum) the local chapter of the fraternity hiring the Vendor as well as the Inter/National fraternity with whom the local chapter is affiliated.
3. The Vendor/Venue agrees to defend, indemnify and hold the Inter/National Fraternity and the local chapter harmless for loss, damages, expenses, including reasonable attorney fees, arising out of the negligence of the Vendor, its employees, sub-contractors, and agents.
4. The Vendor assumes in writing all the responsibilities that any other purveyor of alcoholic beverages would assume in the normal course of business, including but not limited to:
 - a. Check identification cards upon entry
 - b. Identify those who are of legal age to consume alcohol
 - c. Per-drink sales only during the function
 - d. Refrain from serving minors
 - e. Refrain from serving individuals who appear to be intoxicated
 - f. All alcohol sales are cash/credit per drink to individuals
 - g. Maintain absolute control of ALL alcoholic containers present
 - h. Collect remaining alcohol at the end of a function and remove all alcohol from the premises
 - i. No excess alcohol - opened or unopened - is to be given, sold, or furnished to the chapter

THE CHAPTER AGREES TO COMPLETE THE FOLLOWING:

1. Attach copies of state and local licenses to this checklist
2. Attach a copy of the Certificate of Insurance and highlight required clauses

Chapter Representative's Signature & Date
*(Signing on behalf of the local chapter
for the Inter/National organization)*

Vendor's Signature/Company & Date