|  |
| --- |
| ***TEMPLATE –***  ***Contract/Agreement initiated by a Student Organization for an event involving alcohol (establishment responsible for serving alcohol)***  *Instructions:*  *Please fill in any highlighted section with the appropriate answer and then DELETE the highlight over the section. For example,* **[STUDENT ORGANIZATION,] 🡪 Reveille Fan Club**. *You will repeat this process for all the other sections that are below. You may edit this template however you see fit for your organization and the establishment/facility. Please refer to the Contract Checklist to ensure you have all the necessary sections for basic protection*  *Please note any GREEN highlighted sections are instructions to help guide you in an event that you need them. Once you have the appropriate answer, DELETE the highlighted section.*  *Once this is completed, DELETE the instruction box before turning in your final copy.* |

\_\_\_\_\_\_

**Contract**

**[ESTABLISHMENT/FACILITY]**

**And**

**[STUDENT ORGANIZATION,]**

**A recognized student organization at Texas A&M University**

The items outlined in this letter of agreement between the [ESTABLISHMENT] (hereinafter referred to as “ESTABLISHMENT”) and [STUDENT ORGANIZATION] (hereinafter referred to as “ORGANIZATION”) summarize the understanding of both parties in relation to the event to be held on **Day, Date, Year**.

1. ORGANIZATION agrees to pay $AMOUNT for exclusive use of ESTABLISHMENT from [TIME] to [TIME] **Day, Date, Year**.
   1. Payment is to be made by ORGANIZATION check to [ESTABLISHMENT] on the night of the event at the conclusion of the event. ESTABLISHMENT must fulfill the terms of this agreement before payment will be issued.
   2. This amount represents the total sum payable by ORGANIZATION for services hereunder and any other expenses incidental to this agreement will be the sole responsibility of ESTABLISHMENT, unless otherwise specified in this contract.
   3. Only ORGANIZATION participants and necessary employees of ESTABLISHMENT will be allowed in the establishment during the event.
2. ESTABLISHMENT agrees to provide:
   1. Number (#) door staff to perform ID checks to ensure guests have been invited by ORGANIZATION and to provide wristbands for guests who are 21 years of age or older;
   2. Number (#) bar staff to serve both alcoholic and non-alcoholic beverages;
   3. Number (#) security guards to provide crowd control and to ensure those drinking alcoholic beverages have obtained a wristband;
   4. Number (#) wait staff to provide service to sections;
   5. Number (#) managers on site;
   6. Setup/cleanup and all other services necessary to ensure the safety, comfort, and convenience of ORGANIZATION and invited guests;
   7. Alcohol for ORGANIZATION guests who are 21 years of age or older will be limited to beer and wine, as well as non-alcoholic beverages;
   8. Only a cash bar to ORGANIZATION guests.
3. ESTABLISHMENT will not serve shots of hard alcohol to ORGANIZATION members or guests, nor host any drink specials during the event.
4. It is understood that ESTABLISHMENT staff have been trained and certified as appropriate to the roles and responsibilities of the position they hold.
5. Under no circumstances will ESTABLISHMENT staff serve alcohol to patrons who appear to be intoxicated.
6. ESTABLISHMENT will assume all responsibility for determining proof of legal age of all patrons. It is expressly understood that this event is held under the auspices of ESTABLISHMENT’s alcoholic beverage license and that ORGANIZATION assumes no liability for the enforcement or adherence to license requirements or applicable statutes.
7. ESTABLISHMENT hereby certifies that all facilities used by the attendees of the ORGANIZATION will be in good working order at the time of the event and will meet Texas state fire code safety requirements.
8. Both ESTABLISHMENT and ORGANIZATION understand that Texas A&M University and ORGANIZATION shall assume no liability for personal injury or property damage to any person or property resulting from the terms of this contract nor for any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission of ESTABLISHMENT or its employees, agents, or representatives.
9. ESTABLISHMENT shall hold harmless ORGANIZATION, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of the ESTABLISHMENT or its employees, agents, or representatives.
10. In signing this contract, ORGANIZATION does so as purchaser of the services and not as employer, producer or operator. This agreement shall not establish an employer/employee relationship, partnership, or other form of relationship.
11. ORGANIZATION will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar State/Federal agencies.
12. ESTABLISHMENT hereby warrants that ESTABLISHMENT is covered by insurance at a minimum of $1,000,000.00 general liability and of $10,000.00 accident and medical to cover any claim(s) arising from or as a result of the use of the facility and services in conjunction with the activity.
13. Neither party is required to perform any term, condition, or covenant of this contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome. In the event that the engagement of ESTABLISHMENT/ORGANIZATION should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
14. If a breach by ESTABLISHMENT of any provision of this Agreement for any reason other than a force majeure as set out in Item #13 (update based on whether numbers have changed due to additions or deletions) above results in the agreed engagement not occurring, ESTABLISHMENT agrees to reimburse ORGANIZATION for any and all documented out-of-pocket expenses related to the engagement. Payment will be due in full sixty (60) days from the contracted engagement date.
15. It is understood and agreed that nothing contained in this agreement shall require ORGANIZATION to violate Texas A&M University Regulations, or any state or federal laws or regulations.
16. As a recognized student organization at Texas A&M University, ORGANIZATION may enter into this agreement on behalf of its leadership and membership. ORGANIZATION is not authorized to commit Texas A&M University to any part of any agreement except as is consistent with university rules and regulations.
17. This agreement is subject to all applicable federal, state, and local laws including health and safety codes, alcoholic beverage laws, disability laws, and the like. ORGANIZATION and ESTABLISHMENT agree to cooperate with each other to ensure compliance with such laws.
18. This Agreement contains the entire understanding of the parties and shall be amended or modified on in writing by ESTABLISHMENT and ORGANIZATION on its behalf. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the state of Texas.

Signatories warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: [STUDENT ORGANIZATION] FOR: [ESTABLISHMENT]

A Recognized Student Organization ADDRESS: Address

Texas A&M University Address

Address

Address

F.E.I.N. (if applicable):

Federal Employment Identification Number

BY: BY:

Chief Student Leader, [STUDENT ORGANIZATION]

DATE: DATE:

REVIEWED BY:

Advisor, [STUDENT ORGANIZATION]

DATE: