

DELTA GAMMA FRATERNITY CHAPTER SAMPLE FACILITIES AGREEMENT

AGREEMENT made this _____ day of _____ 20____ between _____ chapter of Delta Gamma Fraternity, a non-profit association ("DG"), and _____ ("Contractor").

1. **Facilities.** Contractor hereby rents to DG the _____

(the "Facilities") for a DG function on the following terms:

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

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

a. Food Service

- 1) Description: _____

- 2) Rate or fee: _____
- 3) Payment terms: _____

b. Bar Service (Optional)

- 1) Description: _____

- 2) Serving of alcoholic beverages to cease one hour before scheduled end of function. There will be minors present and they are not to be served any alcoholic beverages. Members/guests of legal drinking age must show proper ID to be served alcohol. All laws, rules and standards applicable to the sale and service of alcohol will be observed by Contractor.
- 3) Rate or fees: _____

c. Security Services

- 4) Payment terms: _____
- 1) Description: _____

- 2) Rate or fee: _____
- 3) Payment terms: _____

d. Other

- 1) Description: _____

2) Rate or fee: _____

3) Payment terms: _____

3. **Safety.** Contractor hereby agrees to provide a safe facility which meets all required fire and safety Codes as set forth by the state/commonwealth of _____, the county of _____, the city of _____ and the Contractor shall abide by State and local fire codes and the laws of the state/commonwealth of _____, the county of _____, and the city of _____

4. **Cancellation.** DG may cancel this Agreement on at least _____ days written notice to Contractor with no further obligation to Contractor under this Agreement, and in such case any monies previously paid by DG to Contractor shall be immediately refunded.

5. **Insurance.** Attached as Exhibit A and made a part of this Agreement, is Contractor's certificate of Insurance evidencing Contractor's liability insurance to the following limits: _____

6. **Indemnification.** Contractor indemnifies and holds harmless DG from any and all claims or causes of action arising out of the sale or service of alcoholic beverages. Without in any way limiting the foregoing, Contractor indemnifies and holds harmless DG from any claims arising out of Contractor's failure to fulfill any of the obligations assumed by Contractor pursuant to paragraph 2 b.2). Contractor indemnifies and holds harmless DG from any and all damage or destruction, including without limitation, theft or mysterious disappearance, to any and all property, merchandise or equipment owned by or leased to DG and its members and guests.

CONTRACTOR

By: _____
An Authorized Representative

CHAPTER OF DELTA

GAMMA FRATERNITY

By: _____
President

By: _____
vice-president: finance

(IMPORTANT NOTE: Consult state law as special execution requirements may apply for validity—for example, signatures of one or more witnesses and/or notarization.)