

# DELTA GAMMA FRATERNITY CHAPTER 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. Provided From: \_\_\_\_\_
    3. Rate or Fee: \_\_\_\_\_
    4. Payment Terms: \_\_\_\_\_
  - b. Bar Service (Optional):
    1. Description: \_\_\_\_\_
      - a. Serving of alcoholic beverages to cease 30 minutes 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. Cash Bar is required.
    2. Rates or Fees: \_\_\_\_\_
    3. Payment Terms: \_\_\_\_\_
  - c. Security Services:
    1. Duties: \_\_\_\_\_
      - a. Contractor hereby engaged by DG to provide the following services during the DG function:

1. Check identification of DG members and guests;
  2. Ensure that only persons of legal drinking age are allowed to purchase and consume alcoholic beverages;
  3. Take reasonable steps to maintain crowd control, prevent disorderly or offensive conduct and enforce the Rules (as defined below);
  4. Take reasonable steps to prevent substance abuse by members and guests, including:
    - i. preventing an obviously intoxicated individual from purchasing or consuming alcoholic beverages;
    - ii. peaceably and without the use of force, removing disruptive and/or intoxicated individuals from the immediate premises.
  - b. Contractor warrants and represents that all security personnel provided by Contractor:
    1. are trained in security procedures appropriate to the DG function;
    2. are familiar with all state, local, university and Delta Gamma Fraternity laws, regulations, policies and guidelines applicable to the DG function (the "Rules");
    3. will perform their duties in accordance with the Rules;
    4. will not consume or use illegal substances or alcoholic beverages while performing their duties; and
    5. will not possess firearms while performing their duties
  2. Description: \_\_\_\_\_
  3. Number of Security Guards (1 guard per 50 guests): \_\_\_\_\_
  4. Rate or Fee: \_\_\_\_\_
  5. 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 \_\_\_\_\_ 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.** Subject to the other provisions of this Agreement, Contractor shall indemnify and hold DG harmless against and from any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands, and any judgments, damages, losses, costs, expenses and fees (any or all of the foregoing being hereinafter referred to as "Claims"), to which Seller may become subject insofar as such Claims, or actions in respect thereof, arise out of or are based upon the existence of any facts, circumstances, situations or conditions, or the happening of any event, constituting a breach or violation of any of the agreements, obligations, duties or representations and warranties of Contractor contained in this Agreement except to the extent such Claims arise out of the intentional conduct or gross negligence of DG, its agent or invited members.

#### CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
An Authorized Representative

#### CHAPTER OF DELTA GAMMA FRATERNITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
chapter president

By: \_\_\_\_\_ Date: \_\_\_\_\_  
chapter 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.