



RECOMMENDED PROCEDURES

Third-Party Venue Events & Fundraisers

Many National/International organizations allow chapters to host fundraisers, in conjunction and with a social event, at a Third-Party Venue. This resource is available for Holmes Murphy Fraternal Practice clients to assist chapters in safe event planning for a fundraiser in the licensed and insured Third-Party Venue.

We encourage any chapter interested in hosting a fundraiser at a Third-Party Venue to reach out to their National/International organization for policy compliance and specific event planning questions.

Special Events Policy coverage is available through HMFP and might be requested by the National/International organization for a fundraiser.

For any questions, please reach out to Dr. Lori Hart at lhart@holmesmurphy.com.

STEP 1: EVENT DETAILS

- 1. Who is planning the event?

Organization:
Name:
Officer Title:
Email:
Phone:

- 2. Date of event:

- 3. Beginning/end time of event:

- 4. Name/Theme of event:

Event themes should NOT be disrespectful or degrading to any person or population. When selecting a theme, ensure it:

- Does NOT encourage offensive dress or costumes.
- Does NOT stereotype men or women.
- Is NOT sexist. If you're unsure, try interchanging the word/theme with a racial word/theme.
- Is NOT centered on making fun of a particular group of people, culture, or organization.
- Does NOT lend itself to members, new members, or guests taking the theme to a place that is disrespectful or degrading.
- Does NOT rely on the stereotypes of certain groups.

- 5. Location of event:

Name of Venue:
Address:
Phone:
Website:
Contact of person at Venue:

- 6. Which services will be contracted for the event?

Insert name of Vendor and refer to contract resources in this packet to execute all contracts.

- Food caterer:
- Security guards:
- Bus/transportation company:
- Third-Party Vendor:
- University facility:
- Hotel Venue:
- Sports field:
- DJ:
- Band:
- Artist:
- Restroom and Waste Management:
- Other:



Step 2: THIRD-PARTY VENDOR (Hotel, Bar, Restaurant)

Obtain a copy of their Certificate of Insurance and license

Secure a contract using the template below and/or contract provided by the Vendor.

Ensure the Vendor is going to run a closed event and not allow additional people to enter.

What is the maximum occupancy for the Venue? Ticket sales cannot exceed the maximum occupancy.

CONTRACT

A contract that is signed and executed by the fraternity and Vendor is a critical step in event planning. The contract should be signed and dated by both the person authorized by your respective organization (i.e. chapter president, advisor, etc.) and the Vendor. In doing so, both parties understand that only through compliance with these stipulations will the chapter be in compliance with Inter/National fraternity requirements. **Additionally, the contract should be signed in the name of the Chapter, not the Inter/National organization.**

Contained on page 5 of this resource is a "Third Party Vendor Contract Template." The resource 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.

Contractual indemnification language should always be in favor of the chapter or at a minimum it should provide mutual indemnification. (Think of it this way, if you hire a catering company that is responsible to check IDs and serve alcohol, the vendor should defend and indemnify the chapter if they fail to do what they were paid to do, which results in a claim or lawsuit.)

In addition; the contract should NOT include the following:

- Drink specials for members/guests as part of the room rental fee
- A set amount of free alcohol [e.g. 10 free pitchers, 40 free well drinks, two free drinks per member, etc.]
- A minimum amount of alcohol sales during the event
- Free drinks for officers and organizer or drink specials

Additional contract best practices:

- Contract includes a Waiver of Subrogation Clause favoring the Chapter
- Request for the Chapter to be added as an Additional Insured on a primary basis to each Third-Party Vendor's Liability and Auto Policy
- Obtain proof that Workers Compensation coverage is in place for their employees
- Obtain a Certificate of Insurance from Third-Party Vendor confirming coverages and Additional Insured protection is in place

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 include 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:

- Complete copy of written document making the request
- Complete contact information for party making the request
- Event details (page 2) 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 Inter/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 “Third Party Vendor Contract Template” on page 5 (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 TEMPLATE

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 & 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



Step 3: TICKET SALES

- Create process for how you will sell tickets (examples below)
- Only members of the organization should sell tickets
- Ticket sales are limited maximum occupancy of the venue
- If your organization has a guest to member ratio, that should be followed
- It is recommended that ticket sales are cut off 24 hours prior to the beginning of the event
- Market (social media, flyers, etc.) to your campus community when they can PURCHASE tickets for event
- Market to members at other chapters and invite them but also let them know if non-members want to attend they need to purchase an advance ticket
- No ticket sales at the door
- Only guests on the guest list or proof of ticket purchase enter the event
- Create a system and keep it documented so this becomes a process you can edit and perfect

TICKET SALE OPTIONS:

Hard Copy Ticket Sale: Each ticket is numbered and registered to a person when it is purchased. You can purchase more than one ticket but each ticket is attached to a name and that person is the only one admitted at the event.

List of ticket sales would serve as guest list and should be checked at the door by the sponsoring organization.

Example of ticket:

<p>The men/women of _____ invite you to _____</p> <p>DATE START TIME and END TIME LOCATION PRICE OF TICKET</p> <p>Alcohol available for purchase for 21+</p> <p><i>Ticket# 001</i></p>
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Online Ticket Options: Numerous options for online ticket sales exist.

- Eventbrite: <https://www.eventbrite.com/>
- Eventzilla: <https://www.eventzilla.net/us/home>
- Event Smart: <https://eventsmart.com/>

Other options can be found here: <https://financesonline.com/top-10-alternatives-eventbrite-leading-event-management-software-solutions/>



Step 4: EVENT MANAGEMENT

Guest List: Generate an attendance list based on ticket sales.

Verify Age of Guest: All guests should be "carded" at the door [and again at the time of purchase] to verify their age.

Who is handling this at the door?

- The Third-Party Vendor [the recommended method].
- The chapter has hired a security company.
- The chapter is handling the verification of age at the door [not recommended].

Event Monitors and/or Hired Security:

Who will your officer in charge be for the event?

How many event monitors will you have at the event?

What is the system/process for selecting event monitors?

List the names / phone numbers for the assigned event monitors.

How will you identify event monitors during the event so a member/guest could easily recognize them?

What are the responsibilities of the event monitors during the event?

- Check members' and guests' IDs at the door to verify their age
- Manage the guest list at the door
- Mark the guests, members, and new members who are of the legal drinking age [i.e. 21 and over]
- Monitor members' and guests' policy compliance
- Call 911 in case of an emergency?
- Other [Describe]:

CRISIS MANAGEMENT PLAN

Do you have a crisis management plan in place for the event?	Y	N
Will emergency services be readily available at the event?	Y	N

Who is the officer in charge to contact emergency services?

Name:	Title:
Phone:	Email:

In case of a crisis, the officer in charge should contact the following:

- | | |
|---------------------|-------------------------------------|
| Emergency personnel | National/International Headquarters |
| Chapter Advisor | University Officials |

