



## **Rules and Procedures**

It is our goal to provide an atmosphere which is fun and safe for all guests. We are beholden to the laws at the State and Federal level. In the case of an incident things can become very difficult for every involved at best, and destroy lives at worst. These rules and contract stipulations are in place to protect both the caterer and the organizers and guests from harm and litigation. There is absolutely no reason why these simple rules can not be followed, and we can all have a great day.

In Vermont, bartenders receive certification through the state, which essentially makes them deputized agents of the Liquor Control Board, and required to follow and mandate that all rules and laws concerning the sales and distribution of alcohol are followed without exception. The bartenders and service staff are to be respected in all cases, as they are there to not only serve the event guests but also secure the liability and safety of the public. Failure to follow any rules and laws may result in the suspension of service ( see 1.4) or fines and possible loss of licensing mandated by the LCB. See (1.7)

### **1.1 Important Rules and State Laws to Know**

Persons under 21 years of age are prohibited from using alcohol

Only a picture ID can be excepted, which includes State ID, Drivers License, Passports, or Active Military ID

No Expired ID can be excepted

It is illegal to bring outside alcohol onto the premise.

Fire arms, fire works, are prohibited on the property during service hours

Use of illegal drugs is prohibited anywhere on the property during service

It is illegal to serve a guest who has become or shows signs of impairment as a result of alcohol consumption or other substances consumed on or off the premises (see 1.2)

## 1.2 Definition of Impairment

Guests impairment refers to, but is not limited to, the visible impairment and signs of intoxication as observed by service staff on the premise. Signs of impairment include but are not limited to:

1. Slurred, stammering, or incoherent speech
2. Stumbling or general loss of motor skills
3. Listless eye contact. Dilated pupils and/or a lack or inability to focus
4. Sleeping or loss of conciseness for any amount of time
5. Violent behavior of any sort directed at any person

Any observed sign of impairment is grounds for a guest to be cut off and refused service for the remainder of the event. If another guest is found to have provided alcohol to a guest who has been refused service then that guest will also be refused service, and it is also grounds for the event service to be suspended.

## 1.3 Transportation from Event

The number one safety concern when dealing with alcohol is drinking and driving. Before we are able to enter into contract with any party there must be a plan for transportation and/or housing of guests and potentially impaired guests.

It is the responsibility of the event coordinator and primary contacts to have a guest transportation plan and insure the safety of their guests and public. The event organizers hereby confirm that they have read and understand this \_\_\_\_\_

If impaired guests have not been taken care of, or provided safe housing, then they will have to be transported via taxi at the event organizer's expense which will be assessed to the bill.

**If a guest has shown signs of being impaired and attempts to operate a vehicle, it is the duty of the alcohol licensee to report them to the police immediately as a mater of public safety. There are no exceptions**

## **1.4 Consequences and Sanctions**

Southern Smoke Foods LLC reserves the right to refuse service to any patron for any reason, in accordance with the State and Federal laws governing the sale and distribution of alcoholic beverages

If the patrons at an event have become untenable, and the service of alcohol has become too much of a safety liability, Southern Smoke Foods LLC reserves the right to suspend beverage service to the event.

Reasons for suspension may include any or all of the following:

1. Too many guests are visibly intoxicated or impaired either before or during service
2. Outside alcohol has been brought in to the event premise and warnings have been unheeded
3. Violence toward staff or other guests has been witnessed or reported. This includes:
  - Physical violence or altercations
  - Abusive language toward staff
  - Sexual harassment, innuendo, or any advances of unwanted nature
4. Guests have threatened to, or have been witnessed driving or operation machinery impaired
5. A guest has provided alcohol to anyone who has been refused service
6. A guest has provided alcohol to a minor
7. Illegal drugs are observed on premise, or legal drugs known to impair judgment or motor skills

If service has been suspended for any reason the party in question and organizers are responsible and liable for the full price of the event, with no exception for time

## **1.5 Insurance**

The caterer provides liability insurance for the event date during the hours stipulated by the agreement and the terms set by the Vermont Liquor Control Board. Parties looking for proof of insurance can be named to the policy prior to the event by requesting a COI from the caterer. Breaking of rules set out by the caterer and the VT LCB may void insurance coverage, and thereby void catering agreements (see 1.4)

## **1.6 Site Damage and Liability**

The event organizers take full responsibility for the site, its protection, allocation, and maintenance. The Caterers (Southern Smoke Foods LLC) may not be held liable for damages to the site by patrons, guests, or any unrelated parties responsible for damages.

### **1.7 Action by the Liquor Control Board**

If a event party has not followed the laws and the Liquor Control Board becomes involved, the caterer may be fined substantially and have their licensing revoked. If the event organizers and/or event patrons have been contributory in this, the caterer may sue for damages incurred due to the issuance of fines and the resulting liability from having to break contracts with successive events due to loss of license.

### **1.8 Agreement of Terms**

Terms of contract may be altered only under consent of both undersigned parties. Principal party must notify caterer of a cancellation 10 days before the event. Failure to notify will result in loss and liability of 30% of the full cost of the event. Payment for event service is required before the event has started, and is no refundable.

I the under signed have read and understand the terms of all contracts and agree to this invoice as presented:

Principal  
Client \_\_\_\_\_

Represented by \_\_\_\_\_

Signature \_\_\_\_\_

Caterers Southern Smoke Foods LLC \_\_\_\_\_

Represented by Brian Stefan \_\_\_\_\_ Position Chef/Owner