

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 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: _____
 2. 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.
 3. Rate or fees: _____
 4. 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); and
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 and
 - ii. peaceably and without the use of force removing disruptive and/or intoxicated individuals from the immediate premises.

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 _____, 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.** 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 agents, or invited members.
7. **Compliance.** Contractor agrees to provide DG with a valid, signed W-9 upon signing this agreement. Failure to do so may result in DG withholding any final payments due.

CONTRACTOR

By:

Date:

An Authorized Representative

CHAPTER OF DELTA GAMMA FRATERNITY

By:

Date:

president

By:

Date:

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.*