



Delta Gamma

1873

TIPS Professional Independent Contractor Agreement

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

1.) Duties

- a.) Contractor hereby engaged by DG to provide the following services during the DG function described in this Agreement (1.) check identification of DG members; (2.) ensure that only persons of legal drinking age are allowed to submit/receive alcoholic beverages; (3.) notate on the punch card the type and amount of alcohol submitted; (4.) check punch card name against individual ID each time a member receives a new beverage; (5.) punch members punch card each time a new beverage is received; (6.) ensure empty container is turned in before receiving new beverage; (7.) take reasonable steps to prevent an obviously intoxicated individual from receiving alcoholic beverages and (8.) peaceably request support from security for disruptive and/or intoxicated individuals.

- b.) Contractor hereby engaged by DG has understanding of the following guidelines associated with the DG function described in this Agreement: (1.) no hard liquor permitted at function; (2.) the following types of alcohol/containers are permitted at the BYOB function (i) twelve ounce cans of beer (ii) twelve ounce bottles of beer (iii) twelve ounce wine coolers (iv) twelve ounce malt beverages. A 4 or 6 pack is permitted but shall not exceed 6. All beverages must be in original packaging.

c.) Contractor warrants and represents that TIPS Professional (1.) certificate is valid and current; (2.) is familiar with procedures appropriate to the DG BYOB function described in this Agreement; (2.) is familiar with all state, local and university laws; (3.) will perform duties in accordance with Delta Gamma guidelines as listed in this Agreement; (4.) will not consume or use illegal substances or alcoholic beverages while performing duties.

d.) Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of DG, it being intended that Contractor is an independent contractor solely responsible for the actions of Contractor.

2.) Compensation.

Contractor will be paid upon a per-job basis in accordance with Exhibit A.

3.) Indemnification

Contractor shall indemnify and hold harmless DG, Delta Gamma Fraternity and their members, officers, employees and agents liable for any claim arising out of injuries or damages caused by an act or omission of the Contractor. In the event the Contractor carries liability insurance, they shall provide a certificate of insurance in the form of Exhibit B unless waived by DG in writing. With respect to any other insurance coverage which may be available to DG, Contractor's insurance shall be primary and not contributory or excess.

4.) Miscellaneous

This agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions or qualifications may be made or will be binding unless made in writing and signed by both parties.

IN WITNESS WHEREOF, DG and Contractor have signed this Agreement to be effective as of the date set forth above.

- 1. TIPS Certificate Submitted:** _____
- 2. Date of event:** _____
- 3. Hours on duty:** _____
- 4. Rate or fee:** _____
- 5. Payment terms:** _____

