

## **Student Group Fundraiser Off-Campus Event Contract**

Northwestern University has a proud tradition of maintaining high quality events with a minimum of concerns. We do this by requiring both the organization and the host site to follow a few guidelines that are outlined in this packet. Please read over this policy in detail before beginning the process of planning an off campus fundraising event.

Highlighted for your information are some of the key components of the policy, including the indemnification statement, the contract process, your organization advisor's responsibilities, and naming Northwestern as an additional insured.

This packet was created with the student organization's needs in mind, but if you find you have additional questions, please do not hesitate to contact your organization's advisor or the Center for Student Involvement.

### **Things to Remember:**

- If a host site sells alcohol, it is required to enforce state law regarding minimum drinking age. The Illinois Liquor Control Commission (<http://www.state.il.us/lcc>) is the state's lead agency involved in the establishment and enforcement of state law regarding the minimum drinking age. In Illinois this age is 21 years.
- If a host site sells alcohol, Northwestern University must be named as an additional insured on the liquor liability Certificate of Insurance.
- The venue must be within reasonable walking distance of the Evanston campus as agreed to by the Director of the Center for Student Involvement or his/her designee.
- If a host site sells alcohol, the host site must be willing to contractually assume all responsibility for the purchase, sale and distribution of alcohol.
- Any vendor who wishes to do business with the University must comply with the University's indemnification and insurance standards.
- Off-campus fundraising events should center around food and/or activities, even when located at a host site that sells alcohol.

### **Contracts for off campus student events must contain the following language:**

#### ***Indemnification***

The host site hereby indemnifies, defends and holds harmless Northwestern University, its officers, employees, and agents, of and from any cost, loss, or expense (including reasonable attorney's fees) incurred as a consequence of damage to property, personal injury or death arising or alleged to have arisen out of the performance of this agreement, together with any legal and related expenses which may be incurred by Northwestern University in defending such claims unless such loss results solely from the negligent act or omission of Northwestern University. Any proposed deviation from this language

must be approved by the University's Offices of General Counsel and Risk Management.

***Insurance***

The host site shall furnish the University with an original Certificates of Insurance, with Northwestern University, its officers, agents, and employees named as an additional insured, showing the following minimum coverage with an insurance company acceptable to the Director of Risk Management. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Northwestern University.

**Commercial General Liability**—\$3,000,000 per occurrence/combined single limit  
**Liquor Liability**—\$3,000,000 per occurrence (unless the host site does not sell alcohol)

The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Northwestern University.

**Special points of interest:**

- The student organization is required to follow the contract timeline*
- Off campus publicity of the event is prohibited. All on campus advertising must emphasize the fundraising purpose of the event and not be labeled "Bar Night."*
- Organizers are prohibited from consuming alcoholic beverages prior to or during the event.*

**The timeline of a contract for an event with alcohol**

**Six weeks:** The student organization contacts the host site and a time and date is selected for the event.

**Five weeks:** The student organization submits two original copies of the contract to the host site to be signed. This contract will contain the indemnification agreement and will outline the understanding between the host site and Northwestern University.

**Four weeks:** The host site contacts its insurance agency to name Northwestern University as an additional insured.

**Three weeks:** The student organization submits the two original contracts to its advisor to be processed. The contract is reviewed by the appropriate advisor and submitted to the Center for Student Involvement for review. The Office of General Counsel reviews the contract and submits it to the Vice President of Student Affairs to be signed.

**Two weeks:** Contract is returned to the student organization and advertising for the event may begin.

**The organization's advisor his or her role in this process**

Every recognized student organization at Northwestern University has an advisor to assist you with program planning; organizational development, leadership transition and policy

follow through. The advisor also serves as the liaison to the Office of the General Counsel and the Office of Risk Management. The main contact with these offices is through the group advisor. The organization's advisor is there to help the group through this process, if the group is experiencing difficulties, let him or her know as soon as possible so he or she can assist.

**What are the responsibilities of the host site?**

The host site is **required** to enter into and sign a contract with Northwestern University which clearly indicates the host site's responsibilities. When the student organization is negotiating the contract with the host site, there are some key points that must be covered in the contract.

The host site **must comply** with the university's indemnification and insurance standards.

**If it sells alcohol, the host site must purchase, contain, sell and distribute all alcoholic beverages.**

If it sells alcohol, the host site must check for identification and clearly mark those of legal drinking age, and must enforce state law regarding minimum drinking age.

If it sells alcohol, the host site **must distribute** all alcoholic beverages on a per drink basis with a cash exchange. This means that **drinks cannot be included in the cost of tickets.**

**What are the responsibilities of the student organization?**

The student organization is responsible for **coordinating the arrangements** for the event. As applicable, they are expected to **adhere to the guidelines listed in the Alcohol at Off Campus Events policy.**

The **event organizers** will be the host site's **main contact** in planning the event. If the host site has **any questions, the event organizers should be the first contact.**

Event organizers are required to **submit two original copies of the contract** for the event to their advisor at least **three weeks prior to the event.**

The student organization is also responsible for all of the **advertising of the event, advertising off-campus is prohibited.**

**Policy Regarding Alcohol at Off Campus Events Sponsored by  
Recognized Student Organizations, Residence Halls, and Residential  
Colleges**

1. The possession, use and/or consumption of alcoholic beverages, while at an event organized by a Northwestern University recognized Student Organization, Residence Hall, or Residential College must be in compliance with all applicable local ordinances and laws of the State of Illinois and policies of Northwestern University.
2. No alcoholic beverages may be purchased using University Funds (SOFO or NUFS).
3. The contract needs to list the individual students' names, addresses, and telephone numbers who will serve as the official event organizers. A minimum of one event organizer is required per 200 guests with a maximum of 5 organizers required. These individual students will be designated as the official organizers of the event on behalf of the sponsoring organization.
4. Organizers and student organizations are prohibited from purchasing, selling, or distributing alcoholic beverages.
5. Alcohol must be sold on per drink basis. Alcohol cannot be included in the ticket price of admission or given away. Drink tickets are never permitted. A third party vendor utilizing a cash bar will run all events.
6. Organizers and student organizations are prohibited from co-sponsoring an event with an alcohol distributor, charitable organization or tavern (tavern defined as an establishment generating more than half of annual gross sales from alcohol) where alcohol is given away or provided free-of-charge by the distributor.
7. "Drinking games" are prohibited.
8. Off-campus advertising of events located at host sites that serve alcohol is prohibited. On-campus advertising must emphasize the fundraising purpose of the event and not be labeled "Bar Night."
9. Organizers and student organizations are prohibited from receiving payment for alcohol.
10. Off-campus fundraising events should center around food and/or activities, even when located at a host site that sells alcohol.
11. The number of people in the event at any given time cannot exceed the fire capacity for the venue.
- 12. Organizers are prohibited from consuming alcoholic beverages prior to or during the event. The organizers, by signing the event registration form, agree to this provision.**

13. All individuals consuming alcohol must be of legal drinking age in compliance with state and federal laws.

Organizers and Student Organizations are required to:

1. Limit events sponsored by student organizations on the Evanston campus to host sites located within walking distance of the Northwestern University campus in the City of Evanston.
2. Obtain two (2) copies of the Student Group Fundraiser Contract, with original signatures, as well as a certificate of insurance listing Northwestern University as an additional insured for the particular event. Faxed or Xeroxed copies are not acceptable. Naming Northwestern University as a “certificate holder” does not meet this requirement. Northwestern University must be named as an “additional insured” and the certificate must be reviewed, and approved by the Director of Risk Management in advance of the event. The certificate of insurance should also list the name of the event and the date.

Host Sites/Vendors/Caterers are required to:

1. Enter into and sign a Student Group Fundraiser Contract which clearly indicates the Vendor’s/Caterer’s responsibilities and adherence to this Policy.
2. Provide Northwestern University with a Certificate of Insurance in accordance with the University's insurance standards.
3. Check identification and serve alcohol in conformance with all applicable local ordinances and laws of the State of Illinois.

**Student Group Fundraiser - Off-Campus Event Contract**

**The undersigned Organizers and Host Site agree to the following terms and conditions for the engagement herein described below:**

1). Event Name:

2). Event Date:

3). Sponsoring Student Organization:

4). Organizer(s) from the Sponsoring Student Organization

	Name	Phone Number	Email Address
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a)

b)

c)

d)

e)

5). Event Location/Host Site:

6). Host Site Contact Information

	Name	Phone Number	Email Address	Address
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a) Manager -

b) Night Manager -

7). Expected attendance at event \_\_\_\_\_.

***We certify and agree that both parties have read and agree to adhere to the entire Off-Campus Events policy Sponsored by Student Organizations, Residence Halls and Residential Colleges, including the Policy Regarding Alcohol at Off-Campus Events, if applicable. In particular, we state that we understand the following key points from that document:***

**The Host Site Agrees:**

•That the student group will be paid a minimum of 5% of total food sales. No drink tickets may be included with the price of admission.

- That prior to execution of this agreement, the host site will procure at its own expense and deliver to Northwestern University a certificate of insurance naming Northwestern University as an additional insured in the amount of \$3,000,000.00 per occurrence for general liability and liquor liability (if applicable).
- That the host site will provide all security and bar staff. If the host site sells alcohol, it takes full responsibility for checking identification, for ensuring that alcohol is not served to participants under age 21 and for carrying a minimum of \$3,000,000.00 in general liability insurance and state required dram shop insurance.
- If the host site sells alcohol, drink specials may not be part of the contracted agreement. The host site agrees to sell alcoholic beverages at no less than the published price open to all establishment patrons.
- The host site hereby indemnifies, defends and holds harmless Northwestern University, its officers, employees, and agents, of and from any cost, loss, or expense (including reasonable attorney's fees) incurred as a consequence of damage to property, personal injury or death arising or alleged to have arisen out of the performance of this agreement, together with any legal and related expenses which may be incurred by Northwestern University in defending such claims unless such loss results solely from the negligent act or omission of Northwestern University.

**The Organizers and the Sponsoring Student Organization Agree:**

- On campus advertising must emphasize the fundraising purpose of the event and not be labeled "Bar Night." Sponsoring groups must submit samples of their print advertising with their event registration packet and also include the campus activities or residential life general email addresses with all listserv messages.
- Organizers will not consume alcohol either before or during the event.
- Organizer will turn in this form, along with copy of a certificate of insurance naming Northwestern University as an additional insured for the specific event in question, in accordance with the published Center for Student Involvement contract review timeline.

**Please note:** Naming Northwestern University as a “certificate holder” but not as an additional insured for the event is not acceptable. All certificates of insurance must clearly identify Northwestern University as additional insured and must be reviewed and approved by the Director of Risk Management.

For \_\_\_\_\_  
Sponsoring Student Organization

For \_\_\_\_\_  
Host Site

\_\_\_\_\_  
For Northwestern University  
Vice President for Student Affairs