

## *Third Party Vendor Guidelines*

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Your chapter will be in compliance with your inter/national policies if you hire a “third party vendor” to serve alcohol at your functions when you can document the following checklist items. Be sure to check with your Inter/National organization to make sure this checklist will be in compliance with your Inter/National Risk Management policy. Further, each chapter is expected to adhere to the laws of the Commonwealth of Virginia, Virginia Alcohol Beverage Control, City of Richmond, and Virginia Commonwealth University as they pertain to the consumption of alcohol and other substances as well as building and fire safety codes.

### **THE VENDOR MUST:**

\_\_\_\_\_ 1. Be properly licensed by the appropriate local and state authority. They might involve both a liquor license and a temporary license to sell on the premises where the function is to be held.

#### **ATTACH COPIES OF STATE AND LOCAL LICENSES TO THIS CHECKLIST.**

\_\_\_\_\_ 2. Be properly insured with a minimum of \$1,000,000 of general liability insurance, evidenced by a properly completed certificate of insurance prepared by the insurance provider.

The above “certificate of insurance” must also show evidence that the vendor has, as part of his/her coverage, “off premise liquor liability coverage and non-owned and hired auto coverage.”

The certificate of insurance must name as additional insured (at a minimum) the local chapter of the fraternity hiring the vendor as well as the national fraternity with whom the local chapter is affiliated.

#### **ATTACH A COPY OF THE CERTIFICATE OF INSURANCE AND HIGHLIGHT REQUIRED CLAUSES**

\_\_\_\_\_ 3. Agree in writing to cash sales only, collected by the vendor, during the function. (If Third Party Vendor Program Agreement is filled out properly, then requirements #3 and #4 will have been fulfilled.)

\_\_\_\_\_ 4. Agree 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. Checking identification cards upon entry;
- B. Not serving minors;
- C. Not serving individuals whom appear to be intoxicated;
- D. Maintaining absolute control of ALL alcoholic containers present;
- E. Collecting all remaining alcohol at the end of a function (no excess alcohol, opened or unopened, is to be given, sold, or furnished to the chapter)
- F. Removing alcohol from premises

#### **ATTACH A WRITTEN AGREEMENT SIGNED AND DATED BY THE CHAPTER PRESIDENT AND THE VENDOR STIMULATING AGREEMENT TO THE ITEMS REQUIRED IN #3 AND #4 ABOVE.**

This checklist must also be signed and dated by both the chapter president and the vendor. In doing so, both parties understand that only through compliance with these stipulations will the chapter be in compliance with their risk management policy.

\_\_\_\_\_  
Chapter President’s Signature and Date

\_\_\_\_\_  
Vendor’s Signature and Date

## *Third Party Vendor Agreement*

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(Name of Vendor ) \_\_\_\_\_ will be operating as a “third party vendor” to serve alcohol at a social function on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Location). Both the vendor and the chapter or chapters involved agree to the salary of \$ \_\_\_\_\_ to be paid in full prior to the social function in question. This salary is designed to cover the costs involved with the hiring of \_\_\_\_\_ security persons and \_\_\_\_\_ bartenders and permit costs totaling \$ \_\_\_\_\_. The aforementioned vendor agrees to cash sales only that will be collected by the vendor’s employees only, during the function. The predetermined amount of beverages will be \$ \_\_\_\_\_ well drinks, to be served in \_\_\_\_\_ oz. cups, and \$ \_\_\_\_\_ drafts, to be served in \_\_\_\_\_ oz. cups.

The aforementioned vendor also agrees to comply with the following risk management guidelines for third party vendors:

- check identification upon entry
- to serve alcohol only to persons of legal drinking age
- not to serve individuals who appear to be intoxicated
- to maintain absolute control of all alcoholic containers present
- to collect all remaining alcohol at the end of the function
- and to remove all alcohol from the premises

This form must be signed and dated by both the authorized chapter representative(s) and the authorized vendor representative. In doing so, all parties involved understand that only through compliance with these stipulations, and the additional requirements and rules of the CPC Risk Management Guidelines, will the chapter(s) be in compliance with risk management requirements.

\_\_\_\_\_  
Chapter Name

\_\_\_\_\_  
Chapter President’s Signature and Date

\_\_\_\_\_  
Chapter Risk Management’s Signature and Date

\_\_\_\_\_  
Chapter Social Chair’s Signature and Date

\_\_\_\_\_  
Authorized Vendor Representative’s Signature and Date

\_\_\_\_\_  
Governing Council Vice President Signature and Date