PURDUE UNIVERSITY

Internal Operating Procedures for the
Possession, Consumption, Distribution and Sale
of Alcoholic Beverages

Northwest Campus

I. General

A. The possession, consumption, distribution and sale of alcoholic beverages on the property of Purdue University-Northwest (PNW) is regulated by State statute and must comply with all University policies and regulations. Alcohol service will only be authorized in the context of a closed, catered event, as defined in this document, and where the consumption of alcoholic beverages is not the primary purpose of the event.

II. Approved Providers

A. These procedures authorize only trained and licensed staff of approved, non-university vendors to distribute or sell alcoholic beverages at approved events on the PNW campus. PNW reserves the right of approval on any logos, advertising or other commercial messages brought to an event on campus by an approved vendor.

B. To be an approved vendor, the following items must be provided in advance to the PNW Procurement Department:

1. Copy of a valid Indiana Alcohol and Tobacco Commission (ATC) permit(s);

2. Certificate of insurance including Worker's Compensation, general liability, and liquor liability of at least $1 million, naming Purdue Northwest and The Trustees of Purdue University as additional insured;

3. Written assurance on company letterhead that no PNW employee (non-student) either on-duty or off duty, will be employed by the vendor to serve alcohol at a campus event.

4. Written assurance that all servers of alcoholic beverages assigned to PNW events will have successfully completed an Excise Police-approved training program for the responsible service of alcohol prior to serving alcohol.

C. The Procurement Department shall be responsible for approving or denying vendors seeking to distribute or sell alcoholic beverages at PNW. Names of approved vendors are available upon request. Vendors wishing to continue the relationship with PNW must provide an updated insurance certificate each year, a copy of an updated Indiana Alcohol and Tobacco Commission (ATC) permit(s) whenever renewed, and an annual letter stating that all servers of alcohol have completed Excise-approved training.
III. Approved Locations

A. Approved campus locations for alcohol service are listed in Attachment A. Additions to these locations require written administrative approval and must be submitted to the Director of the Purdue Memorial Union or designee, as requested by the Associate Vice Chancellor for Finance and Administration.

B. The service of alcohol in the private residence of a University official is not covered by this policy unless said service is connected with University business, in which case the University official should ensure that there is an appropriate source of funding for the purchase of alcoholic beverages, that no alcoholic beverages are offered for purchase, and that the event is only for invited guests (i.e., not open to the public). In such cases, the University official must either contract for the service through a licensed alcohol vendor who carries appropriate liability insurance, or ensure in advance through the University’s risk management office that adequate insurance coverage exists to support the service of alcohol.

IV. Approved Service

A. All alcoholic beverages distributed or sold at approved events on PNW property must be purchased by the approved vendor from a licensed wholesaler in accordance with ATC regulations. Approved vendors are responsible for receiving catering authority from the local Excise Police for each approved event and posting such authority onsite at the event. No individual may bring his/her own alcohol into an event. No alcoholic beverages may be distributed or sold which have been donated by individuals, sponsors, distributors, or others.

V. Approval Procedures

A. Every event must have a university sponsor. For university department events, this individual must be the Dean, Director, or Department Head (or designee) of the department sponsoring the event. For non-university events, the sponsor is the person administratively responsible for the facility in which the event will take place.

B. Every event must also have a single, specific “Person Responsible for the Event,” designated by the event sponsor. This individual must be in attendance at all times when alcohol is served, and will act on behalf of the event sponsor. Before an event can be approved for distribution or sale of alcoholic beverages, the event sponsor must meet the following requirements:

1. Obtain approval in writing at least 4 weeks in advance of the event from the Vice Chancellor for Finance and Administration or designee

2. Be an official representative of a valid and recognized University unit/organization

3. Agree that the Person Responsible for the Event will be in attendance at all times when alcoholic beverages are served, working with the event sponsor and the approved alcoholic beverage vendor to ensure compliance with all State statues and University regulations
4. Certify that the proposed activity is a "closed, catered event" in the sense that it is not open to the general public, and that each person in attendance has either been personally invited in advance, has purchased tickets or has made advance reservations for the event.

5. Certify that a majority of attendees at the event will be 21 years of age or older.

6. Agree to provide or make available food and non-alcoholic beverages during the time when alcoholic beverages are served.

7. Identify a source of funding and obtain the appropriate approvals that will support the possession, consumption, distribution, or sale of alcoholic beverages. For those on or off-campus events sponsored by University departments, student organizations and student government: University general funds, student organization funds, and student service fee funds may not be used for the purchase of alcoholic beverages or related services (e.g., bar setup fees, bar minimums, alcohol gratuities, etc.). Eligible funding sources include University funds that have been collected as a registration or ticket fee for a particular event; school or departmental discretionary funds held in the Purdue Research Foundation; and fees paid by participants through cash bars.

8. Agree to refrain from using the name of any alcoholic product, manufacturer or distributor in announcing, marketing or promoting the event, and refrain from the use of any term or phrase which might convey that the consumption of alcohol is the primary focus of the event.

9. Agree to comply with all State statutes and University policies governing the use of alcohol, and agree to bear the cost of personnel necessary to ensure compliance with all statutes and policies.

10. Agree to pay all deposits, minimums, and other charges as agreed upon with the approved vendor providing, serving, or selling the alcoholic beverages. Such charges must be similar to those found in the local marketplace.

11. Agree that security may be required for any event where alcohol is served, with financial responsibility for such security to be negotiated between the involved parties.

VI. Responsibilities

A. Responsibility for implementation and enforcement of these procedures lies with the Vice Chancellor for Finance and Administration, department or unit heads of facilities in which functions may be held, and the sponsors of those functions, each within their respective areas of jurisdiction.

B. The Person Responsible for the Event must be present at all times alcohol beverages are being served and is charged to work with the approved alcoholic beverage vendor, security or University Police to take whatever actions are necessary to ensure general security and compliance with state statute and University policy, including but not limited to the following:

1. Discontinuing the provision or sale of alcoholic beverages at any time if compliance with State statute and University policy is compromised, a shared responsibility with
the alcoholic beverage vendor

2. Closing an event if the security of persons or property cannot readily be maintained, a shared responsibility with event security and/or University Police

3. Requiring that event attendees keep beverages within the physical confines of the event, a shared responsibility with the alcoholic beverage vendor

4. Directing any individual who is determined to be intoxicated to leave the event, a shared responsibility with event security and/or University Police

C. In addition to shared responsibilities stated in Items 1 and 2 above, responsibilities of the Approved Alcohol Vendor include:

1. Receiving catering authority from the local Excise Police enabling the vendor to provide alcohol service for each approved event, and posting written documentation of such authority at each event

2. Requiring identification sufficient to determine the age of individuals who request alcoholic beverages

3. Refusing service of alcoholic beverages to anyone who is underage, to anyone who cannot provide adequate identification, to anyone who provides alcoholic beverages to an underage guest, and to anyone who, in the opinion of the staff providing the service, is intoxicated

4. Requiring that event attendees keep all beverages served within the physical confines of that event, a shared responsibility with the Person Responsible for the Event

VII. Miscellaneous Provisions, Exceptions and Exemptions

A. Permission is granted to The Restaurant at Purdue Northwest to serve alcoholic beverages, under state permit, as part of the White Lodging School of Hospitality & Management. Funds generated through the sale of food and alcoholic beverages under state permit may be used to purchase alcohol as long as they are segregated from any General Fees or other prohibited sources of funds.

B. In the event that service of alcoholic beverages at an approved event must be discontinued prematurely, the event-sponsoring unit will be responsible for any and all costs (including labor) associated with all food or beverages that were planned to be served. Any food or beverage remaining when an event closes becomes the property of the vendor, and may not be removed by or given to the customer.

C. In addition to regulations noted in these procedures, events involving the service of alcoholic beverages must comply with all other requirements for use of space and facilities at Purdue University Northwest. The space and/or facility necessary to support an event must be secured before a request for provision or sale of alcoholic beverages will be considered.

D. PNW reserves the right to limit quantities of alcoholic beverages served at an approved event, to limit the hours and dates when such service may occur, and to withhold approval of possession, consumption, provision or sale of alcoholic beverages to any organization,
group or individual at any time and for any reason deemed appropriate by the University and its agents. That decision is discretionary and lies wholly with the University, subject to its best interests as it determines them.

E. Written requests for exception to these procedures will be considered on a case-by-case basis by the Director of the Purdue Memorial Union or designee, as requested by the Associate Vice Chancellor for Finance and Administration.

F. Under some circumstances it may be appropriate for non-university entities leasing property from the University to be exempted from compliance with these procedures. To request an exemption, an authorized representative of the entity should sign an Alcohol Policy Exemption Agreement (see attachment) and provide the signed agreement to the Treasurer and Chief Financial Officer, West Lafayette Campus, or designee. Said officer or designee may grant the request for an exemption by signing and returning a copy of said agreement, if he or she is satisfied that granting an exemption is in the best interest of the University.

Attachments

Approved:  

Date: 12/3/9

For the Treasurer and Chief Financial Officer
ATTACHMENT A

Alcohol service is allowed, with prior approval, for reservable spaces in the following campus locations:

**Westville Campus**
- Reservable space within the Dworkin Student Services and Activities Complex
- Community Meeting Room (Room 144 in the Library-Student-Faculty Building)
- Assembly Hall (Room 2 in the Library-Student-Faculty Building)
- Dining Room (Room 170A in the Library-Student-Faculty Building)

**Hammond Campus**
- Reservable space within the Commercialization and Manufacturing Excellence Center (CMEC)
- Purdue Creative Arts Gallery (leased facility on Kennedy Avenue)
- Reservable space within the White Lodging Center of Hospitality & Tourism Management (Conference Center Complex)
- Reservable space within the Student Union and Library Building (Student-Faculty-Library Center)

**Portage Meeting Facility**
- Reservable space leased by PNW at 6100 Southport Road

**Gabis Auditorium**
- The Side Track, an outdoor fenced-in grassy area with a covered stage
- The Pavilion, an outdoor stone structure with open sides and a fireplace
- The Celebration Pavilion, an open-sided gazebo-type structure
- The Depot, an indoor venue

Approved: [Signature]
For the Treasurer and Chief Financial Officer

Date: 10/3/9
ATTACHMENT B

Alcohol Policy Exemption Agreement

This Alcohol Policy Exemption Agreement ("Agreement") is made as of the ___ day of __________, 20___ by and between The Trustees Of Purdue University, a public university with its principal offices in West Lafayette, Indiana ("Purdue"), on behalf of Purdue University Northwest (collectively, "PNW") and [insert entity name, address and corporate description].

WHEREAS, PNW has in place certain operating procedures with respect to the possession, consumption, distribution and sale of alcoholic beverages on PNW property (the "Procedures"); and

WHEREAS, [entity name] leases certain property on the PNW campus and would like to be granted an exemption from the Procedures (the "Exemption"); and

WHEREAS, PNW is willing to grant an Exemption to [entity name] on the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth below, the parties agree as follows:

1. Purdue hereby grants [entity name] an Exemption from complying with the Procedures. [Entity name] acknowledges and agrees that Purdue may revoke this Exemption at any time in its sole discretion upon providing written notice.

2. In consideration for receiving the Exemption, [entity name] promises and agrees, as follows:

   a. [Entity name] will comply at all times with all applicable federal, state and local laws, rules and regulations relating in any way to the possession, consumption, distribution and/or sale of alcoholic beverages.

   b. [Entity name], on behalf of itself and its representatives, officers, employees, agents, successors, assigns, insurers and any other person or entity claiming by, through or under any of the foregoing (singly, a "Releasing Party" and collectively, "Releasing Parties"), waives and releases any and all claims for losses, liabilities, damages (whether incidental, consequential, direct, or representing economic loss, and whether compensatory, punitive, exemplary or of any other type), injuries, costs and/or expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether known or unknown (collectively, "Losses"), against Purdue University, the Trustees of Purdue University, and/or its or their departments, affiliates, officers, employees, agents, or insurers, at any campus or other location (singly, a "Released Party" and collectively, "Released Parties"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, (i) any breach by [entity name] of this Agreement, (ii) the granting of the Exemption, or (iii) any action or omission by any person or entity permitted by or occurring in whole or in part because of the granting of the Exemption, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party.

   c. [Entity name] will indemnify and hold harmless the Released
Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that any Releasing Party, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, (i) any breach by [entity name] of this Agreement, (ii) the granting of the Exemption, or (iii) any action or omission by any person or entity permitted by or occurring in whole or in part because of the granting of the Exemption, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

[Entity name]                                                                                             The Trustees Of Purdue University
                                                                                                             on behalf of Purdue University – Northwest (PNW)

By:                                                                                                             By:  

Its:                                                                                                             Its: 

Date:                                                                                                             Date: 