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

General
The possession, consumption, distribution, or sale of alcoholic beverages on the property of Indiana University-Purdue University Fort Wayne is regulated by State statute and University policy, and will only be approved in the context of a closed, catered event, in specific approved campus locations, as defined in this document, and where the consumption of alcoholic beverages is not the primary purpose of the event.

All alcoholic beverages distributed or sold at approved events on Indiana University-Purdue University Fort Wayne property must be purchased by the approved vendor, as defined in this document. No alcoholic beverages may be distributed or sold which have been donated by individuals, sponsors, distributors, or others; except in situations that are approved in advance, in writing, by both the University and the Indiana Alcohol and Tobacco Commission (ATC). No individual may bring his/her own alcohol into an event.

These procedures provide for the possession, consumption, distribution or sale of alcoholic beverages as specifically authorized and approved in advance, in accordance with “Regulations Governing the Use and Assignment of University Facilities at Indiana University-Purdue University Fort Wayne”, Chancellor’s Memorandum 3-07/08 (and subsequent revisions) and the Code of Student Rights, Responsibilities, and Conduct.

Approved Locations
Possession, consumption, distribution, or sale of alcoholic beverages are permitted, with advance approval, in the following locations which have been designated by the University, and subject to compliance with all University regulations and applicable Indiana state laws:

1. Reservable spaces within the Walb Student Union Building;
2. Reservable spaces within Williams Theatre;
3. McKay Farm property;
4. SCAN Children’s Garden;
5. Patio area between Williams Theatre and Visual Arts Building;
6. Specific conference rooms in Kettler Hall (Room 167, 178 and 154/156);
7. Grass area west of the Walb Student Union Building (including the Friend’s Pavilion);
8. PIT Studio Theater in Kettler Hall;
9. Reservable spaces in the Rhinehart Music Center (excluding classrooms);

10. The IPFW Student Art Gallery (downtown);

11. The IPFW Alumni Center;

12. Reservable spaces in the Student Services Complex (excluding classrooms).

Approved Service of Alcoholic Beverages

These procedures authorize only trained and licensed staff of approved non-university vendors to distribute or sell alcoholic beverages at approved events on the Fort Wayne campus. The names of approved vendors are available from the Comptroller’s Office. IPFW reserves the right of approval on any logos, advertising, or other commercial messages brought to an event on campus by an approved vendor.

To be an approved vendor, the following items must be provided in advance to the IPFW Comptroller’s Office:

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

2. Certificate of insurance including Worker’s Compensation, general liability, and liquor liability;

3. Written assurance that no IPFW employee, 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 IPFW events have successfully completed TIPS or National Restaurant Associate (NRA) Bar Code training programs.

The Vice Chancellor for Financial Affairs or his designee shall be responsible for approving or denying vendors seeking to distribute or sell alcoholic beverages at Indiana University-Purdue University Fort Wayne.

Approval Procedures

Every event must have a university sponsor. For university department events, this individual should be the Dean, Director or Department Head of the department sponsoring the event. For non-university events, the sponsor must be the manager of the facility where the event is located. All non-university events will also be required to have an approved and assigned University Alcohol Liaison and a University Police presence. For non-university events, the sponsor will be responsible for all labor costs associated with these assignments. For university sponsored events, an Alcohol Liaison is not required, but can be requested, and the labor cost will be the responsibility of the sponsor. The University Police Chief will determine if a University Police presence is required for a university sponsored event, but if so, the labor cost will be the responsibility of the University. Every event must also have a single, specific, “Person Responsible for the Event”. Before an event can be approved for distribution or sale of alcoholic beverages, the event sponsor (individual), working in conjunction with the Person Responsible for the Event, must satisfy the following requirements:
1. Obtain written approval for serving alcohol four weeks in advance of the event from the Vice Chancellor for Financial Affairs or his/her 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 Alcohol Liaison and the approved alcoholic beverage vendor to ensure compliance with all State statute 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 invited in advance, or has purchased tickets in advance for the event, or has made advance reservations for the event. For events that meet all requirements except the strict definition of a “closed, catered event,” requests for exception will be considered on a case-by-case basis. However, only those requests demonstrating that the consumption of alcoholic beverages is clearly subordinate to the primary purpose of the event will be considered;

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 an appropriate source of funding that will support the possession, consumption, distribution, or sale of alcoholic beverages at the proposed event. For those on- or off-campus events sponsored by University departments, student organizations, and student government, University general and restricted-funds, student activity/athletic (2407) funds may NOT be used for the purchase of alcoholic beverages and expenses coincident to their purchase or consumption, e.g. bartenders, alcohol liaisons, and security officers. Venue rental fees are, however, allowable from the aforementioned sources. Allowable funding sources for alcohol and related expenses include: (a) University funds that have been collected as a registration or ticket fee through the Continuing Studies department for a particular event, (b) school or departmental discretionary funds held in the Indiana Purdue Fort Wayne Foundation or the Indiana University Foundation, and (c) fees paid by participants through cash bars. For non-university sponsored events, the funding source must either be a host-funded or a cash bar;

8. Agree to refrain from using the name of any alcohol product, manufacturer or distributor in announcing or promoting the event, and must 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 (university-assigned Alcohol Liaison and/or security staff) necessary to ensure compliance with all statutes and policies;

10. Non-university groups must also agree to pay all deposits, minimums, and other charges as may be assessed by the approved vendor providing, serving, or selling the alcoholic beverages.
Responsibilities
Responsibility for implementation and enforcement of these procedures lies with the Vice Chancellor for Financial Affairs in conjunction with the Vice Chancellor for Student Affairs, the Vice Chancellor for Academic Affairs, 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.

The Person Responsible for the Event must be present at all times alcoholic beverages are being served and is charged, together with the Alcohol Liaison, with the responsibility 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 either security or 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 the alcoholic beverage vendor;

3. Requiring that event attendees keep beverages within 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, and arranging for that person’s safe transportation from the event.

In addition to those stated above, responsibilities of the approved alcohol vendor at events where alcoholic beverages are to be served include:

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

2. 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;

3. 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 and the Alcohol Liaison.

Miscellaneous Provisions, Exceptions and Exemptions
In the event that provision 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.

In addition to regulations noted in these procedures, events involving the provision for alcoholic beverages must comply with all other requirements for use of space and facilities at Indiana University-Purdue University Fort Wayne. 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.
Indiana University-Purdue University Fort Wayne 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.

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 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. If a licensed alcohol vendor is not utilized, it is recommended that any individual who dispenses alcoholic beverages in such situations should have an individual employee permit from the Alcohol and Tobacco Commission and be trained in the responsible service of alcohol (e.g., TIPS or Bar Code certification).

Written requests for exception to these procedures will be considered on a case-by-case basis by the Executive Vice President and Treasurer or his/her designee. Such requests must include signature approval of the dean, director or department head sponsoring the event, the director or administrator of the facility in which the event is to be held, the vice president or vice chancellor responsible for administering the alcohol policy, and for regional campuses, the chancellor.

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 Executive Vice President and Treasurer or Chancellor, or either’s 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.

**Attachment**

Revised August 26, 2010
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, on behalf of Indiana University-Purdue University Fort Wayne (collectively, "IPFW") and [insert entity name, address and corporate description].

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

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

WHEREAS, IPFW is willing to grant and 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. IPFW hereby grants [entity name] an Exemption from complying with the Procedures. [Entity name] acknowledges and agrees that IPFW 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 attorney’s fees and other litigation costs and expenses, and whether known or unknown (collectively, “Losses”), against Purdue University, the Trustees of Purdue University, IPFW 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 Indiana University-
                                         Purdue University Fort Wayne

By: ________________________________  By: ________________________________
    ______________________________________________________________

Its: ________________________________  Its: ________________________________
    ______________________________________________________________

Date: ______________________________  Date: ______________________________