

APPENDIX IV

FACILITY SERVICES

Sample Document Only

FACILITIES AGREEMENT

AGREEMENT made this ____ day of _____, 20____ between _____ Chapter of Phi Delta Theta Fraternity (“PDT”), a non-profit association, and _____ (“Contractor”).

1. **Facilities.** Contractor hereby rents to PDT the _____

_____ (the “Facilities”) for a PDT function on the following terms:

A. Date: _____

B. Hours: _____

C. Rate or fee: _____

D. Payment terms: _____

2. **Services.** Contractor hereby agrees to provide to PDT the following services at the function described above:

A. Food Service

1) Description: _____

2) Rate or fee: _____

3) Payment terms: _____

B. Bar Service

1) Description: _____

2) Serving of alcoholic beverages to cease one hour before scheduled end of function.

3) Rate or fee: _____

4) Payment terms: _____

C. Security Service

- 1) Description: _____
- 2) Rate or fee: _____
- 3) Payment terms: _____

D. Other

- 1) Description: _____
- 2) Rate or fee: _____
- 3) Payment terms: _____

3. Further Agreements.

- A.** Contractor warrants and represents that all personnel provided by Contractor (1) have received training appropriate to the PDT function, (2) are familiar with all state, local, university and Phi Delta Theta Fraternity laws, regulations, policies and guidelines applicable to the PDT function (the "Rules"), (3) will perform their duties in accordance with the Rules, (4) will not consume or use illegal substances or alcoholic beverages while performing their duties and (5) will not possess firearms while performing their duties.
- B.** Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of PDT, it being intended that Contractor is an independent contractor solely responsible for the actions of Contractor and Contractor's employees and agent.
- C.** Contractor shall indemnify and hold harmless PDT, Phi Delta Theta Fraternity and their members, officers and agents from liability for any claim arising out of injuries or damages caused by any act or omission of the Contractor or Contractor's employees or agents. Contractor represents and warrants that it carries liability insurance covering such indemnity obligation and agrees to provide a certificate of insurance. Contractor's insurance shall provide that, with respect to any other insurance coverage which may be available to PDT, Contractor's coverage shall be primary and not contributor or excess.
- D.** This Agreement 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 signed by both parties.

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

Contractor

_____ Chapter
Phi Delta Theta Fraternity

By _____
Title _____

By _____
Title _____