



AGREEMENT TO SERVE ALCOHOL PART II

This Agreement to Serve Alcohol Part II (“Agreement”) is between the Maricopa County Community College District (“MCCCD”) and [REDACTED] (“Contractor”).

BACKGROUND

- A. The MCCCD Chancellor has approved the service of wine and beer at [REDACTED], an event sponsored by MCCCD (“Event”), under the limited authority granted to MCCCD under the laws of the State of Arizona, and to the Chancellor through applicable MCCCD administrative regulations.
- B. Contractor will provide the wine and beer for the Event and, if qualified, either serve the wine and beer itself or engage a qualified beverage server to provide that service (“Licensed Server”).
- C. The sole purpose of this Agreement is to set forth the terms under which MCCCD will permit Contractor to serve wine and beer at the Event.

AGREEMENT

The parties agree as follows:

- 1. **Description of Work.** Contractor or Licensed Server agrees to provide licensed beverage service at the Event specified in Paragraph 2 (“Services”). Only beer and wine will be served at the Event.
- 2. **Event.**
 - a. **Date of Event:** [REDACTED]
 - b. **Name of Event:** [REDACTED]
 - c. **Start Time:** [REDACTED] **End Time:** [REDACTED] (times must be between 12:00 p.m. and 10:00 p.m.)
 - d. **Location** (address, building name, and room number): [REDACTED]
 - e. **Estimated Attendance:** [REDACTED] (attendance may not exceed 300.)

Contractor and, if applicable, its Licensed Server shall strictly adhere to the service start and end times, and shall provide only enough wine and beer to serve the expected attendance within the limits specified in this Paragraph 2.
- 3. **Closed Event.** Contractor shall ensure that the Event is open only to those who have been invited, and not to the general public.
- 4. **Service Limits.** Contractor and, if applicable, its Licensed Server understands and acknowledges that the law permits only the service of 24 ounces of beer per person, and 6 ounces of wine per person. Contractor and, if applicable, its Licensed Server shall be solely responsible for ensuring that the Event complies with this requirement.
- 5. **No Sale.** Contractor and, if applicable, its Licensed Server may not charge Event attendees any fee for the wine or beer.
- 6. **Liquor License Required.** Contractor understands and acknowledges that either the Contractor or its Licensed Server must have a liquor license under this Agreement. Contractor’s Arizona Liquor License, if applicable, is attached and is Number [REDACTED]. If Contractor is not licensed in the State of Arizona to serve liquor, it shall subcontract the requirements of this Agreement to a Licensed Server. The Licensed Server under this Agreement is:

Name: [REDACTED]
Address: [REDACTED]
Liquor License Number (also attach copy of license): [REDACTED]
Phone: [REDACTED]

Licensed Server is a: Corporation LLC Partnership Sole Proprietorship (an individual)

7. **Server Certification.** Even though the beer and wine to be served under this Agreement will not be sold, MCCCC requires that the person serving the beer and wine under this Agreement be certified in on-sale basic training, Serve Safe or equivalent training through a program approved by the Arizona Department of Liquor Licenses and Control. Contractor or its Licensed Server confirms that the person(s) serving the wine and beer under this Agreement shall have current certification in good standing.
8. **No Claims Against MCCCC.** Contractor understands, in signing this Agreement, that MCCCC, as a public entity, is prohibited from paying for the beer or wine or for the services of someone to serve it (including Licensed Server). MCCCC shall have no obligation to pay Contractor for the beer, wine, services, or any other expense under this Agreement, and Contractor shall have no claim of any kind against MCCCC relating to the service of beer and wine at the Event. The Maricopa Community Colleges Foundation or, as applicable, other third party identified to Contractor is responsible for paying for the beer or wine and for the services of someone to serve the beer or wine.
9. **Indemnification.** To the fullest extent permitted by law, Contractor and, if applicable, its Licensed Server will defend, indemnify, and hold harmless MCCCC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, its Licensed Server, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor or its Licensed Server will also indemnify, defend, and hold harmless MCCCC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor and, if applicable, its Licensed Server as described in this Agreement, are the sole responsibility of the Contractor and its Licensed Server and this indemnification provision shall apply.
10. **Insurance.** Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to the College/District contact.

The insurance policies, except Worker's Compensation, must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds¹ with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College

¹ Insurance for any agreements with Scottsdale Community College should include the Salt River Pima-Maricopa Indian Community as additional insured.

Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- **Commercial General Liability (CGL) – Occurrence Form**
Policy shall include bodily injury, property damage, liquor liability and broad form contractual liability coverage, including, but not limited to, the liability assumed under the indemnification provisions of this Agreement.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$50,000²
 - Liquor Liability \$1,000,000
 - Each Occurrence \$1,000,000
- **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's and, if applicable, the sub-contractor's owned, hired, and non-owned vehicles.
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Signature page follows.

² limit can change depending on type of risk

MCCCD

Signature: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

Signature: _____
Name: _____
Title: _____
Date: _____



ACKNOWLEDGED, IF APPLICABLE,
BY LICENSED SERVER

Signature: _____
Date: _____