

University of Idaho
ALCOHOL and FOOD SERVICE PROVIDER Alcohol Permit Agreement
and Request for Certificate of Insurance

_____ ← **DBA NAME OF COMBINED SERVICE PROVIDER**

_____ ← **FULL LEGAL NAME OF COMBINED SERVICE PROVIDER**

("ALCOHOL & FOOD SERVICE PROVIDER"), will be supplying and serving food, non-alcoholic beverages, and alcoholic beverages in conjunction with Alcohol Permits granted and on file with the University of Idaho, AVP Auxiliary Services ("UNIVERSITY"). PROVIDER provides food, non-alcoholic beverages, and alcoholic beverages service to designated Sponsors per alcohol permit applications on file with UNIVERSITY.

ALCOHOL & FOOD SERVICE PROVIDER is subject to the terms of this Alcohol Permit Agreement. Relying on the information submitted in various Sponsors' Alcohol Permit Applications and attachments to such Applications, UNIVERSITY has granted Alcohol Permits to Sponsors for whom PROVIDER has agreed to provide food, non-alcoholic beverages, and alcoholic beverage services ("services"). In consideration of the granting of this Alcohol Permit, PROVIDER has agreed that they will abide by all applicable State of Idaho and local jurisdiction laws governing the consumption, sale and distribution of alcohol, and that PROVIDER has read, understands, and will abide by the applicable policies, rules, and guidelines of the Board of Regents of the University of Idaho and State Board of Education "Board" and the University of Idaho.

INDEMNITY

ALCOHOL & FOOD SERVICE PROVIDER shall indemnify, defend and hold the State of Idaho, the Board of Regents of the University of Idaho and State Board of Education, the University of Idaho and its employees, agents, and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any claim, arising from any breach or default in the performance of any obligation on PROVIDER's part to be performed under the terms of this Agreement, or arising wholly or in part from any act, negligence or the failure to act of PROVIDER, or any of its agents, contractors, employees, invitees or guests. This provision survives the term of this agreement.

INSURANCE

General Requirements

1. ALCOHOL & FOOD SERVICE PROVIDER is required to carry the types and limits of insurance shown in this insurance clause, and to provide UNIVERSITY with a Certificate of Insurance. Certificates shall be provided (30) thirty days prior to SPONSOR'S use of UNIVERSITY premises.
2. Copies of the Liquor Legal Liability declarations page, and additional insured endorsement referenced herein are required and must accompany the Alcohol Permit Application. Additionally and at its option, UNIVERSITY may request certified copies of other required policies and endorsements. Such copies shall be provided within (10) ten days of the UNIVERSITY'S request.
3. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of premises, ALCOHOL AND FOOD SERVICE PROVIDER shall furnish UNIVERSITY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage UNIVERSITY may choose to maintain.
4. All certificates shall provide for thirty (30) days' written notice to UNIVERSITY prior to cancellation or material change of any insurance referred to therein.
5. All policies shall name State of Idaho and the Board of Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: P.O. Box 443162, Moscow, ID 83844-3162, Attn: Risk Management. A copy or copies of Additional Insured endorsements must be supplied to UNIVERSITY.
6. All policies shall contain waiver of subrogation coverage or endorsements.

7. Failure of UNIVERSITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of UNIVERSITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of ALCOHOL AND FOOD SERVICE PROVIDER's obligations to maintain such insurance.
8. Failure to maintain the required insurance may result in termination of this Agreement at UNIVERSITY's option.
9. No Representation of Coverage Adequacy. By requiring insurance herein, UNIVERSITY does not represent that coverage and limits will necessarily be adequate to protect ALCOHOL & FOOD SERVICE PROVIDER, and such coverage and limits shall not be deemed as a limitation on ALCOHOL & FOOD SERVICE PROVIDER's liability under the indemnities granted to UNIVERSITY in this Lease.

Required Insurance Coverage

ALCOHOL & FOOD SERVICE PROVIDER shall obtain insurance of the types and in the amounts described below.

1. Commercial General and Umbrella Liability Insurance. ALCOHOL & FOOD SERVICE PROVIDER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Demised Premises and shall not be less than \$1,000,000.
2. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, FOOD-BORNE ILLNESS AND CONTAMINATION, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
3. Commercial Auto Insurance. ALCOHOL & FOOD SERVICE PROVIDER shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.
4. Liquor Legal Liability is required, at a limit of \$1,000,000. The State of Idaho, the State Board of Education, and the Regents of the University of Idaho are named as an additional insureds on the Liquor Legal Liability policy. A copy of the declaration page of the Liquor Legal Liability policy must be supplied to UNIVERSITY.
5. Personal property. ALCOHOL & FOOD SERVICE PROVIDER shall purchase insurance to cover ALCOHOL & FOOD SERVICE PROVIDER's personal property. In no event shall UNIVERSITY be liable for any damage to or loss of personal property sustained by ALCOHOL AND FOOD SERVICE PROVIDER, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.
6. Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.

TERM

This permit is valid for a period not exceeding one year from the date of the UNIVERSITY'S signature. University may terminate this Agreement by giving ALCOHOL & FOOD SERVICE PROVIDER written notice fifteen (15) days in advance of its desired termination date. Upon such termination, neither party shall have any further rights or obligations under this Agreement, except for those provisions that survive the term of this Agreement.

FOR ALCOHOL & FOOD SERVICE PROVIDER	FOR UNIVERSITY OF IDAHO
Signature:	Signature:
Print Name:	Nancy Spink, Risk Management
Date:	Date: