

FACILITIES AGREEMENT

AGREEMENT made this _____ day of _____, 20__ between
_____ Zeta of Lambda Chi Alpha Fraternity, a non-profit association
("Chapter"), and _____ ("Contractor").

1. **Facilities.** Contractor hereby rents to Chapter the _____
_____ ("Facilities") for a Chapter function on the
following terms:

- a. Date: _____
- b. Hours: _____
- c. Rate or fee: _____
- d. Payment terms: _____

2. **Services.** Contractor hereby agrees to provide to Chapter 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 alcohol beverages to cease one hour before scheduled end of function.
 - 3) Rate or Fees: _____
 - 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 Chapter function,
 - (2) are familiar with all state, local, university and Lambda Chi Alpha Fraternity laws, regulations, policies and guidelines ("Rules") applicable to the Chapter function,
 - (3) will perform their duties in accordance with the Rules,

3. **Further Agreements (continued).**

- (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 Chapter, 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 Chapter, house corporation, Lambda Chi Alpha Fraternity and their members, officers and agents from liability for any claim arising out of injuries or damages caused by an 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 at least naming the Chapter, house corporation, and Lambda Chi Alpha Fraternity, Incorporated as additional insured ("additional insureds"). Contractor's insurance shall provide that, with respect to any other insurance coverage which may be available to any additional insureds, Contractor's coverage shall be primary and not contributory 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, Chapter and Contractor have signed this Agreement to be effective as of the date set forth above.

Contractor

By _____
Title _____

Zeta of
Lambda Chi Alpha Fraternity, Inc.

By _____
Title _____