

**Private Event
Facility Alcohol Use Agreement
(Complimentary Service at Fundraising Activity
By Charitable Organization or Political Committee)**

Applicant/Event Name: _____/_____

Address of Responsible Party: _____

Phone: _____

Email: _____

Event Date: _____

Rental Hours: _____ to _____

Event Description: _____

Expected Attendance: _____

Event Location: _____

The following rules and regulations apply to any event reservation at The Hubbard Arts Center (“Hubbard”) that includes the serving of alcoholic beverages and/or cereal malt beverages (together “alcoholic beverages” herein) as part of a fundraising activity by a charitable organization or a political committee, without a licensed caterer and where a state alcohol license is not required pursuant to K.S.A. 41-104:

1. The service of “alcoholic beverages” at Facility without a state alcohol license pursuant to K.S.A. 41-104 applies only to fundraising activities of either
 - (a) charitable organizations as defined by K.S.A. 17-1760 and amendments thereto, and as qualified pursuant to 26 U.S.C. 501(c),

OR

 - (b) committees formed pursuant to K.S.A. 25-4142 *et seq.*, and amendments thereto.
2. The service of “alcoholic beverages” at Facility without a state alcohol license pursuant to K.S.A. 41-104 is only permitted at an official fundraising event of the qualified charitable organization or political committee and must take place under the direct supervision or management of the qualified charitable organization or political committee.
3. The service of alcoholic beverages at the fundraising event must be complimentary and there cannot be any correlation between whether a person is served alcoholic beverages or the number of beverages served to each person and the amount of their contribution.
4. The qualified charitable organization or political committee must obtain the alcoholic beverages to be served at the event from a legal source.
5. Renter is responsible to monitor and control the serving of alcoholic beverages at the event. Renter must be present at all times during the event.
6. Alcoholic beverages cannot be served to minors. Renter assumes all responsibility and liability for serving alcoholic beverages and is responsible for age verification.

7. Alcoholic beverages may not be taken outside of the designated rental space and cannot be available to the general public.
8. Facility staff and/or law enforcement have the right to enter the event and to monitor the event and the service and consumption of alcoholic beverages.
9. Renter is responsible for compliance with all city, state and federal laws and regulations governing the service, distribution and consumption of alcoholic beverages at the event.
10. Renter is responsible for compliance with the terms of Renter's Rental Agreement, Booking Form, Facility Use Guidelines, and this Agreement at all times during the event.
11. Renter hereby agrees to defend, indemnify and hold harmless the Derby Recreation Commission, the City of Derby, and their departments, elected officials, officers, employees and agents, from and against liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), to the extent related to use of the facility by Renter or Renter's guests, licensees, or invitees, including causes of action related to Renter's service of alcoholic beverages at The Hubbard Arts Center.

Nothing herein shall be construed to act as a waiver or limitation of any and all defenses, limitations of liability, damage limitations, or immunities available to the Derby Recreation Commission or the City of Derby, including any such protections available pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

I have received, read, and reviewed the Alcohol Use Agreement related to use of The Hubbard Arts Center. I understand the conditions and regulations and hereby agree to the above conditions and regulations. I further acknowledge and agree that, if I do not meet all of the above conditions and limitations related to service and consumption of alcohol, I will not serve alcohol upon The Hubbard Art Center premises.

RENTER(S):

Name Date

Name Date