

STANDARD ADMINISTRATIVE PROCEDURE

- 34.03.99.M0.01 Alcoholic Beverages**
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Standard Administrative Procedure (SAP) Statement

Related to System Policy 34.03, *Alcoholic Beverages*, this SAP provides guidance on processes, responsibilities, what information is required to host an event involving alcohol, and how this information should be submitted for approval.

Official Procedure/Responsibilities

1. GENERAL

Possession or consumption of alcoholic beverages on property under the control of the university is not permitted except in special use buildings and facilities as designated by the president, approved by the chancellor, and subsequently reported to The Texas A&M University System Board of Regents on an annual basis. A listing of locations approved for possession or use of alcohol can be found [here](#).

Approved, non-restricted locations are not subject to approvals or contracted vendor requirements. These approved locations include private residences and/or leased facilities. See the [approved list](#) of locations for more details.

The University prohibits the use or possession of alcoholic beverages on campus by any individual under the age of 21.

2. PURCHASES

All purchases of alcoholic beverages by any TAMU unit must comply with the following:

2.1 [System Regulation 21.01.03, Disbursement of Funds.](#)

2.2 Authorized Source of Funds

2.2.1 The President hereby delegates the authority to the Provost and Executive Vice President, Chief of Staff to the President, Vice President for Finance and CFO, Vice President for Enrollment and Academic Services, Associate Vice President for Finance and Controller, , Director of Athletics, and the Vice President for Student Affairs to approve specific accounts for the purchases of alcoholic beverages consistent with state law. Approvals must be in writing, and copies must be provided to the Associate Vice President for Finance and Controller. Vice Presidents will notify units under their purview of authorized accounts.

2.2.2 Additional guidelines are provided in section 2 of [System Policy 34.03, Alcohol Beverages.](#)

2.3 With the exception of funds under the control of the Athletic Department, funds on deposit at the Texas A&M Foundation, Texas A&M University Research Foundation, the Association of Former Students, and other supporting or affiliated entities may be used to make purchases of alcoholic beverages, in accordance with the respective policies of those entities, for the benefit of TAMU.

2.4 Authorized Use of Funds for TAMUQ purchases

2.4.1 All purchases of alcoholic beverages by TAMUQ must comply with the following:

2.4.1.1 Purchases may not be excessive, must be reasonable and prudent, and must be approved in advance by the TAMU Provost and Executive Vice President for any off campus activities.

2.4.1.2 Reimbursements or purchases may not be made from the TAMUQ Management fee or funds provided by under agreements with the Qatar Foundation.

3. REQUESTS FOR APPROVAL

All events involving alcohol, held on property under the control of the university, must be approved in advance by the Vice President (or designee) or Dean with oversight of the event. The department will submit a Request for Alcoholic Beverage Service at TAMU Form (Appendix I) for approval.

3.1 Blanket approval request may be submitted in advance to the Vice President (or Designee) or Dean with oversight of the event utilizing the Request for Alcoholic Beverage Service at TAMU Event Form. Requirements for multiple event blanket requests must meet the following:

1. Event must be held at the same location, for the same purposes, utilizing the same vendor with the same expected number and mix of event guests.
2. Blanket approval is designed to provide a streamlined approval process for identical events which may occur multiple times in a single year.
3. No blanket approval may be extended beyond one year.
4. Each blanket approval must be reviewed via a new authorization request on a yearly basis.

5. Should the nature of the event change in any way, a single event authorization request for the changed event must be submitted for consideration.

Blanket approvals are limited to event approvals. All other requirements must be followed as specified in this SAP.

- 3.2 The Texas Alcoholic Beverage Commission (TABC) may charge an expeditious fee if the request for a catering certificate is not received at least 10 business days prior to an event. Therefore, work with the caterer to ensure there is adequate time to get University approval so that the caterer can then submit the catering certificate request prior to the 10 business day deadline. If each of the following apply to the event, there is not a requirement to meet the 10 business day deadline:
 - a) the event is private and not open to the public,
 - b) attendance at the event is less than 500 people,
 - c) wholesale alcohol sales are under \$10,000,
 - d) the property owner of the location has granted permission for alcohol to be sold on the premises, and
 - e) there are no sponsorships for the event from an upper tier member of the industry.

4. SERVING ALCOHOL

A licensed contracted vendor must be used to serve alcohol at events.

Service of alcoholic beverages at the TAMU Qatar campus is prohibited.

5. CONTRACTED VENDORS AND AGREEMENTS

Departments that contract with licensed vendors for alcohol purchases or service are required to execute a written contract between the TAMU department hosting the event and licensed vendor. Departments must use and submit the Vendor Services Agreement (Appendix II) to the Office of Contract Administration and the Dean for approval in advance of the event.

TAMU currently has a master contract with Chartwells and Levy's, so departments using either of these vendors are not required to use the Vendor Services Agreement for alcohol purchases or services.

6. SECURITY

The event approver (see Section 3) may require security during event(s) in which alcohol is served. The approving party is encouraged to consult with UPD for advice on when and how much security is advisable. Requests for UPD security should be submitted no less than 2 weeks prior to the event date. See <https://upd.tamu.edu/Pages/Scheduling-Security.aspx> for details.

Events held in off-campus, short-term leased facilities such as a hotel or private event facility shall meet the security requirements of the leaser and applicable city or county ordinances.

7. ADVERTISEMENT

Sponsorships or underwriting of University events shall exclude promotion of alcoholic beverages. The Vice President for Finance and CFO has the delegated authority to authorize exceptions in any case where an event producer has pre-existing contractual sponsorship

agreements and where failure to honor such would prohibit the event from being produced upon the University campus. In such cases, event publicity or staging may acknowledge sponsorship of the event by an alcoholic beverage promoter. Agreements with promoters must distinguish between acknowledgement of event sponsorship and product promotion. Acknowledgement of sponsorship is permissible while product promotion is not permissible. This provision extends to commercial products and publications bearing the University insignia. The Battalion is exempt from this provision. (Also see University Rule [21.99.09.M1, Access to University Property for Sales and Solicitation Purposes.](#))

Related Statutes, Policies, or Requirements

Supplements [System Policy 34.03](#) and [System Regulation 21.01.03](#)

[Appendix VIII: Texas A&M University Alcohol Rules That Apply to Student Organizations, and Others](#)

Contact Office

Office of Risk, Ethics, and Compliance



Request for Alcoholic Beverage Service at TAMU Event Form

Single Event Request: _____ Blanket Request-Multiple Occurrence Same Event _____
Current Date: _____ Event Name: _____
Event Date: _____ Approved Site: _____
Event type: _____ Reception _____ Tailgate _____ Banquet _____ Other (specify) _____
TAMU Department: _____ Contact Person: _____
Phone: _____ Cell Phone: _____ E-mail: _____
Billing Address: _____

Alcoholic Beverage Service Information

Alcohol Provider:
_____ Chartwells; _____ Luke's Bartending Svc; _____ Veritas; _____ Hilton; or _____ Other (list vendor): _____
Service Type: _____ Open Bar _____ Cash Bar _____ Other (specify) _____
Service Level: _____ Beer & Wine _____ Beer/Wine/Call Liquor _____ Beer/Wine/Premium Liquor
Time Bar Open: _____ Time Bar Closes: _____
Total guests: _____ Total guests under 21: _____ Total guests 21 and over: _____
List how guests under 21 will be identified in order to restrict alcohol consumption (e.g. wristbands, show id, or other):

Food Service Information

Caterer: _____ Contact Name: _____ Phone: _____

By signing below, I certify that all the information I provided is correct to the best of my knowledge and have verified that this location has been approved by the Chancellor as an approved site for alcohol service.

Requested By (name): _____
Signature _____ Date: _____
Facility Manager (name): _____
Signature _____ Date: _____

By signing below, I am allowing alcohol to be served at this event:
Name: _____
Vice President (or designee) or Dean – overseeing event
Signature: _____ Date: _____

This form must be received NO LATER THAN THREE WEEKS PRIOR TO THE EVENT.

Vendor Services Agreement by and between
TEXAS A&M UNIVERSITY
And
[VENDOR NAME]

This Vendor Services Agreement ("Agreement"), when signed by all parties, shall constitute a contract by and between Texas A&M University, on behalf of its Department of _____, a member of the Texas A&M University System, an agency of the State of Texas ("Texas A&M"), and [VENDOR NAME] ("Vendor").

Texas A&M and Vendor hereby agree as follows:

1. Vendor will cater alcoholic beverages at the _____ ("Event") on the campus of Texas A&M on _____, 20____.
2. Texas A&M agrees to pay Vendor _____ Dollars (\$_____) for the services provided by Vendor as specified herein. This amount represents the total sum payable by Texas A&M for Vendor's services.
3. Vendor shall only provide servers properly licensed by the Texas Alcoholic Beverage Commission (TABC) and will provide proof of such license for each server 5 days prior to the Event. Should there not be a TABC license on file with Texas A&M for the server, such server will not be permitted to serve alcohol at the Event. All licenses must be current on the date of the Event.
4. Vendor and its servers will abide by all TABC regulations and guidelines.
5. Groups that have approved reservations at the [Department procuring the service] may request a beverage service from your establishment. Please verify with the [Department procuring the service] (position within the department procuring the service) that the group is authorized to enter into an alcoholic beverage service agreement/contract.
6. The Texas A&M staff representative for the Event is _____, who may be reached at (979) ____ - _____ or _____@tam.u.edu. Arrangements must be made with the staff representative at least 3 weeks in advance regarding setup and takedown times, delivery options, security, bar setup, and other issues related to Vendor's services. Texas A&M will provide bars and tables for Vendor's use and will bill the client for this equipment as published in the list of charges.
7. Vendor will provide staff that meet the regulations and guidelines established by the State of Texas and TABC to serve/provide alcoholic beverages, arrive by the specified date/time of the Event, are professional, courteous, and respect the policies and regulations of Texas A&M.
8. Texas A&M does not provide free parking for any event held on the Texas A&M campus. On special event weekends, such as football games, parking may be difficult to obtain. Texas A&M will provide a drop off point for the beverages. However, staffing may need to utilize the shuttle service provided by Texas A&M Transportation Services if parking cannot be secured in campus garages at an additional charge.
9. Vendor is responsible for checking ID's for individual's purchasing/receiving alcohol to confirm all those served are of legal drinking age.
10. Vendor will discuss the procedure for tipping with Texas A&M. If tips are pre-paid, Texas A&M may opt not to have a tip jar present at the Event.

11. Vendor is responsible for denying service to any individual who appears to be impaired or who is not of legal drinking age.
12. Texas A&M is committed to re-cycling. All efforts need to be made to recycle bottles and any other products.
13. This Agreement may be terminated without penalty by Texas A&M without cause by giving 30 days written notice of such termination to Vendor. In no event shall such termination by Texas A&M as provided for herein give rise to any liability on the part of Texas A&M, including but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.
14. State Contracting Requirements:
 - A. Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M. By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation.

| <u>Coverage</u> | <u>Limit</u> |
|--|---|
| 1. <u>Worker's Compensation</u> | |
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | \$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

3. **Commercial General Liability**

| | |
|---------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$300,000 |
| Medical Payments | \$5,000 |

The required commercial general liability policy will be issued on a form that insures Vendor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Liquor Liability Insurance**, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by

Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.

Additional Endorsements

The Automobile Liability, Liquor Liability, and Commercial General Liability Policies will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Vendor.

The Automobile Liability, Liquor Liability, and Commercial General Liability Policies will be endorsed to provide primary and non-contributory coverage.

The Commercial General Liability Policy endorsement will include on-going and completed operations.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University.

No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Vendor will deliver to Texas A&M:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Any deductible or self-insured retention must be declared to and approved by Texas A&M prior to the performance of any services by Vendor under this Agreement. Vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M contact:

Name: _____
Address: _____

Fax Number: _____
Email Address: _____

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M in writing.

- B. Vendor agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Vendor's negligent or intentional acts or omissions in performance under this Agreement.
- C. Vendor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.
- D. Vendor shall be an independent contractor, and neither Vendor nor any employee of Vendor shall be deemed to be an agent or employee of Texas A&M. As an independent contractor, Vendor will be solely responsible for determining the means and methods for performing the services described. Vendor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.
- E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- F. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or

construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County

- G. If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.
- H. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Vendor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M: _____

ATTN: _____
Telephone: _____
Fax: _____
Email: _____

With a copy to: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
ATTN: Executive Director
Telephone: (979) 845-0099
Fax: (979) 862-7130
Email: contracts@tamu.edu

Vendor: _____

ATTN: _____
Telephone: _____
Fax: _____
Email: _____

- H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Vendor who conducts business pursuant to this Agreement on the campus of Texas A&M.
- I. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- J. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Vendor agrees that any payments owing to Vendor under this Agreement may be applied directly toward certain debts or delinquencies that Vendor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- K. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- L. Pursuant to Chapter 2270, *Texas Government Code*, Vendor certifies Vendor (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- M. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- N. Vendor expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- O. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Vendor and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the control of Texas A&M.
- P. Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- Q. Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
- R. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.
- S. By executing and/or accepting this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. Vendor acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M's written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, "public information" has the meaning assigned Section

552.002, *Texas Government Code*, but only includes information to which Texas A&M has a right of access. Vendor acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

U. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable. IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY

VENDOR

Signature

Signature

Name

Name

Title

Title

Date

Date