

PURDUE UNIVERSITY

Internal Operating Procedures Possession, Consumption, Distribution and Sale of Alcoholic Beverages West Lafayette Campus

I. General

- A. The possession, consumption, distribution and sale of alcoholic beverages on the property of Purdue University are regulated by State statute and must comply with all University policies and regulations. University policy allows for the retail sale of alcoholic beverages to the general public in the Purdue Memorial Union (PMU), Union Club Hotel (UCH), Lambert Green, and at the Birck Boilermaker Golf Complex (BBGC). Otherwise, the distribution or sale of alcoholic beverages will only be authorized in the context of a closed, catered event, as defined in this document, and where the consumption of alcoholic beverages is not the primary purpose of the event.

II. Approved Providers

- A. Possession, consumption, distribution and sale of alcoholic beverages are permitted, with advance approval, in certain areas which have been designated by the University and which are under the supervision of Aramark Education Services, LLC (Aramark); White Lodging Services Corporation (White Lodging); the School of Hospitality and Tourism Management (HTM); the Birck Boilermaker Golf Course (BBGC); and Intercollegiate Athletics (ICA), all through state permit, subject to compliance with all University regulations and applicable Indiana state laws.
- B. HTM, exclusively, may serve alcohol at Marriott Hall only in conjunction with for-credit academic courses. BBGC (or the ICA third party contractor), exclusively, may serve alcohol at the golf course, under the administrative supervision of ICA. ICA may only allow service of alcohol through its contracted food and beverage vendor in designated facilities and grounds of ICA. White Lodging, exclusively, may serve alcohol through its contractually designated spaces within the PMU and UCH. Aramark will be the sole and exclusive provider of alcohol to the remainder of the West Lafayette Campus.
- C. Aramark is responsible for receiving catering authority from the local Excise Police for each off-site, approved event and for posting such authority at the event.

III. Approved Locations

- A. Approved campus locations for alcohol service are listed in Attachment A. Additions to those locations require administrative approval and must be

submitted to the Senior Director of the Purdue Memorial Union (Auxiliary Services) or designee for review.

- B. The service of alcohol in the private residence of a University official is not covered by this policy unless said service is connected with University business, in which case the University official should follow the normal approval procedures outlined below, ensuring that there is an appropriate source of funding for the purchase of alcoholic beverages, that no alcoholic beverages are offered for purchase, and that the event is only for invited guests (i.e., not open to the public). In such cases, the University official must either contract for the service through a licensed alcohol vendor who carries appropriate liability insurance, or ensure in advance through the University's risk management office that adequate insurance coverage exists to support the service of alcohol.

IV. Approved Service of Alcoholic Beverages

- A. Distribution and sale of alcoholic beverages at Purdue University are carried out in accordance with alcoholic beverage permits issued by the Indiana ATC. All alcoholic beverages distributed or sold at approved events on Purdue University property must be purchased through an approved, licensed wholesaler. No alcoholic beverages may be distributed or sold which have been donated by individuals, sponsors, distributors or others. No individual may bring his/her own alcohol into an event at Purdue University.
- B. These procedures authorize only trained and licensed staff of Aramark, White Lodging, HTM, BBGC, or the ICA third party contractor to distribute or sell alcoholic beverages at designated locations and/or at approved events on the Purdue University, West Lafayette campus.
- C. To support such distribution and sale of alcoholic beverages as described above, only designated individuals from the entities listed above are authorized to order such beverages from vendors approved by Purdue University and the Indiana Alcohol and Tobacco Commission (ATC). Funds generated through the sale of food and alcoholic beverages under state permit may be used to purchase alcohol as long as they are segregated from any General Fees or other prohibited sources of funds.
- D. The Treasurer and Chief Financial Officer or designee shall be responsible for obtaining and renewing permits, licenses and any insurance necessary to support the distribution and sale of alcoholic beverages at Purdue University, as well as for submitting any reports or documentation necessary to maintain said licenses or insurance. The cost of licenses and insurance shall be allocated as deemed appropriate by the Treasurer and Chief Financial Officer or designee.

V. Approval Procedures

- A. Retail alcohol service at the PMU, UCH, Lambert Green, and the BBGC have blanket University approval. Every other event where alcohol is served must have

a university sponsor and be approved, in advance, on a case-by-case basis. For university departmental events, the request shall be from the Dean, Director or Department Head (or designees) of the department sponsoring an event. For non-university events, the sponsor must be Aramark, White Lodging, HTM, BBGC, or ICA.

- B. Every event must have a single, specific "Person Responsible for the Event." Before an event can be approved for distribution or sale of alcoholic beverages, the event sponsor (individual representative) must satisfy the following requirements:
1. Obtain approval in writing 30 days in advance of the event from the Treasurer and Chief Financial Officer or designee
 2. Be an official representative of a valid and recognized University unit/organization
 3. Agree that the "Person Responsible for the Event" will be in attendance at all times when alcoholic beverages are served, working with Aramark, White Lodging, HTM, BBGC, or ICA (third party vendor) staff to ensure compliance with all State statute and University regulations
 4. Certify that the proposed activity is a "closed, catered event" in the sense that it is not open to the general public, and that each person in attendance has either been personally invited in advance, has purchased tickets or has made advance reservations for the event
 5. Certify that a majority of attendees at the event will be 21 years of age or older
 6. Agree to provide or make available food and non-alcoholic beverages during the time when alcoholic beverages are served
 7. Identify a source of funding and obtain the appropriate approvals that will support the purchase of alcoholic beverages. University general funds and student organizational funds may not be used for the purchase of alcoholic beverages. Eligible funding sources include University funds that have been collected as a registration or ticket fee through Purdue Conferences for a particular event; school or departmental discretionary and institutional funds (SDIP) held in the Purdue Research Foundation; Purdue for Life Foundation funds; or fees paid by participants through cash bars
 8. Agree to refrain from using the name of any alcohol product, manufacturer or distributor in announcing, marketing or promoting the event, and refrain from the use of any term or phrase that might convey that the consumption of alcohol is the primary focus of the event

9. Agree to comply with all State statutes and University policies governing the use of alcohol, and agree to bear the cost of personnel necessary to ensure compliance with all statutes and policies
 10. Agree to pay all deposits, minimums, and other charges as may be assessed in policies relating to the sale of alcoholic beverages at Purdue University. Such policies and charges will be similar to those found in the local marketplace
 11. Agree that security may be required for any event where alcohol is served, with the financial responsibility of such security to be borne by the customer/client
- C. The approval process, including all provisions noted above, will be administered by BBGC (or the ICA third party vendor) for any non-retail alcohol service at BBGC, by HTM for service at Marriott Hall, by ICA or its contracted food and beverage vendor for service in Athletic facilities and grounds, by White Lodging for contracted spaces within the PMU and UCH, and by Aramark for all other West Lafayette campus service.

VI. Responsibilities

- A. Responsibility for implementation and enforcement of these procedures lies with the Treasurer and Chief Financial Officer, the Head of the School of Hospitality and Tourism Management, the Director of Intercollegiate Athletics, the Senior Director of the Purdue Memorial Union (Auxiliary Services), the department or unit heads of facilities in which functions may be held, and the sponsors of those functions, each within their respective areas of jurisdiction and responsibility.
- B. The individual staff members charged with the responsibility for provision or sale of alcoholic beverages at approved locations or events are authorized to take whatever actions are necessary to ensure general security and compliance with State statute and University policy, including but not limited to the following:
 1. requiring identification sufficient to determine the age of individuals who request alcoholic beverages
 2. refusing service of alcoholic beverages to anyone who is underage, to anyone who cannot provide adequate identification, to anyone who provides alcoholic beverages to an underage guest, and to anyone who, in the opinion of the staff providing the service, is intoxicated
 3. requiring that event attendees keep all beverages served within the physical confines of that event
 4. requiring the event sponsor to direct any individual who is determined to be intoxicated to leave the event

5. discontinuing the provision or sale of alcoholic beverages at any time if either security or compliance with State statute and University policy is compromised
6. closing an event if the security of persons or property cannot readily be maintained

VII. Miscellaneous Provisions, Exceptions and Exemptions

- A. In the event that provision of alcoholic beverages at an approved event must be discontinued prematurely, the event sponsor will be responsible for any and all costs (including labor) associated with all food or beverages that were planned to be served. Any food or beverage remaining when an event closes becomes the property of Aramark, White Lodging, HTM, BBGC or the contracted food and beverage vendor of ICA.
- B. In addition to regulations noted in these procedures, events involving the provision or sale of alcoholic beverages must comply with all other requirements for use of space and facilities at Purdue University. The space and/or facility necessary to support an event must be secured before a request for provision or sale of alcoholic beverages will be considered.
- C. Purdue University reserves the right to limit quantities of alcoholic beverages served at an approved event, to limit the hours and dates when such service may occur, and to withhold approval of possession, consumption, provision and sale of alcoholic beverages to any organization, group or individual at any time and for any reason deemed appropriate by the University and its agents. That decision is discretionary and lies wholly with Purdue University, subject to its best interests as it determines them.
- D. Possession, consumption or distribution of alcoholic beverages as part of authorized research or teaching activities may be allowed subject to the approval of the Treasurer and Chief Financial Officer or designee. Each request must be made in writing and must include the approving signatures of the appropriate department head and dean. Letters of Authority may be granted by the University for those who periodically distribute (with ATC approval) alcoholic beverages as part of their educational mission (e.g., designated Food Science and Horticulture faculty, members of the Purdue Wine Grape Team, etc.) These Letters of Authority would follow and mirror the annual approvals granted by the ATC, and they would also require proof of insurance coverage by Purdue's Risk Management department. For example, under an approved Letter of Authority, each Purdue University Wine Grape Team event must receive advance written approval from the ATC and may only occur in pre-approved and pre-scheduled campus venues including: Phil Nelson Hall of Food Science, Class of 1950s Building, Horticulture Building, Beck Agricultural Center, Dauch Alumni Center, Krannert Drawing Room, Purdue Memorial Union, Deans' Auditorium in Pfendlar Hall, Voinoff Gold Pavilion and the John F. Wright Forestry Center. These events must not be open to the

public and attendees must be 21 years of age or older. The events may take place prior to or after University alcohol service at a given location, but may not coincide/overlap with such service. Oversight responsibility for these wine tasting educational events lies with the Director of the Purdue Wine Grape Team. Exceptions to these requirements, including approval for alcohol service at any other campus venues or for "open to the public" alcohol events, must be granted by the Associate Vice President for Administrative Operations (Auxiliary Services), with delegated authority from the Treasurer and Chief Financial Officer.

- E. Written requests for exception to these procedures will be considered on a case-by-case basis by the Senior Director of the Purdue Memorial Union (Auxiliary Services) or designee.
- F. Under some circumstances it may be appropriate for non-university entities leasing property from the University to be exempted from compliance with these procedures. To request an exemption, an authorized representative of the entity should sign an Alcohol Policy Exemption Agreement (see attachment) and provide the signed agreement to the Treasurer and Chief Operating Officer or designee. Said officer or designee may grant the request for an exemption by signing and returning a copy of said agreement, if satisfied that granting an exemption is in the best interest of the University.

Attachments

Approved: **Mr. Chris Ruhl, Treasurer and Chief Financial Officer – 10/26/21**
ATTACHMENT A

Approved Locations for Alcohol Service

Alcohol service is allowed, with prior approval, for reservable spaces in the following campus locations:

1. Purdue Memorial Union, the Union Club Hotel and Stewart Center
2. Stone Hall and the John Purdue Room
3. Marriott Hall
4. Designated facilities and grounds of the Intercollegiate Athletic Department
5. Krannert Center and the Krannert Drawing Room
6. Rawls Hall
7. Elliott Hall of Music
8. Dick and Sandy Dauch Alumni Center
9. Burton D. Morgan Entrepreneurial Center
10. John F. Wright Forestry Center

11. Yue-Kong Pao Hall for Visual and Performing Arts, limited to the two Dance Studios, the Patti and Rusty Rueff Gallery, the Carole and Gordon Mallett Theatre, the Nancy T. Hansen Theatre, and the Wilson Green Room
12. Neil Armstrong Hall of Engineering
13. Lawson Computer Science Building
14. Beck Agricultural Center
15. Mann Hall
16. Hall for Discovery and Learning
17. Bailey Hall
18. Birck Nanotechnology Center
19. Drug Discovery Building
20. Hovde Hall
21. Grissom Hall
22. Herrick Labs
23. Lily Hall of Science
24. Lyles Porter Hall
25. Nelson Hall
26. Pfendler Hall
27. Presidents Council Tent (behind Ford Dining Court)
28. 2550 Northwestern Avenue Facility

Approved: **Mr. Chris Ruhl, Treasurer and Chief Financial Officer – 10/26/21**
ATTACHMENT B

Alcohol Policy Exemption Agreement

This Alcohol Policy Exemption Agreement ("Agreement") is made as of the ___ day of _____, 20__ by and between The Trustees of Purdue University, a public university with its principal offices in West Lafayette, Indiana ("Purdue") and [insert entity name, address and corporate description].

WHEREAS, Purdue has in place certain operating procedures with respect to the possession, consumption, distribution and sale of alcoholic beverages on Purdue property (the "Procedures"); and

WHEREAS, [entity name] leases certain property on the [insert campus name] of Purdue and would like to be granted an exemption from the Procedures (the "Exemption"); and

WHEREAS, Purdue is willing to grant an Exemption to [entity name] on the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth below, the parties agree as follows:

1. Purdue hereby grants [entity name] an Exemption from complying with the Procedures. [Entity name] acknowledges and agrees that Purdue may revoke this Exemption at any time in its sole discretion upon providing written notice.
2. In consideration for receiving the Exemption, [entity name] promises and agrees, as follows:
 - a. [Entity name] will comply at all times with all applicable federal, state and local laws, rules and regulations relating in any way to the possession, consumption, distribution and/or sale of alcoholic beverages.
 - b. [Entity name], on behalf of itself and its representatives, officers, employees, agents, successors, assigns, insurers and any other person or entity claiming by, through or under any of the foregoing (singly, a "Releasing Party" and collectively, "Releasing Parties"), waives and releases any and all claims for losses, liabilities, damages (whether incidental, consequential, direct, or representing economic loss, and whether compensatory, punitive, exemplary or of any other type), injuries, costs and/or expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether known or unknown (collectively, "Losses"), against Purdue University, the Trustees of Purdue University, and/or its or their departments, affiliates, officers, employees, agents, or insurers, at any campus or other location (singly, a "Released Party" and collectively, "Released Parties"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, (i) any breach by [entity name] of this Agreement, (ii) the granting of the Exemption, or (iii) any action or omission by any person or entity permitted by or occurring in whole or in part because of the granting of the Exemption, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party.
 - c. [Entity name] will indemnify and hold harmless the Released Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that any Releasing Party, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, (i) any breach by [entity name] of this Agreement, (ii) the granting of the Exemption, or (iii) any action or omission by any person or entity permitted by or occurring in whole or in

part because of the granting of the Exemption, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

[Entity name]

The Trustees of Purdue University

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____