

# North Idaho College Alcohol Permit Packet

*This packet consists of General Information/Guidelines, Alcohol Permit Application and Alcohol Permit Agreement*

*Please read all sections.*

## GENERAL INFORMATION

### **Purpose:**

- **A North Idaho College Alcoholic Beverage Permit must be issued** to allow for the sale or consumption of alcoholic beverages at specifically designated activities or events on grounds operated by NIC.

### **Where can I get the application and is there an application fee?**

Application packets are available when you reserve your event location in the Auxiliary Services offices. There is a \$100 application fee payable upon submission of the completed Alcohol Permit Application.

### **What are the guidelines for the event?**

- For the purposes of this procedure, the term “**alcoholic beverage**” shall include any beverage containing alcoholic liquor as defined in *Idaho Statute Section 23-105*.
- For the purposes of this procedure, the term “**Permitted Event**” shall include a specifically designated event or activity that has been defined by purpose, location, hours of operation and authorized by the President of NIC.
- Any alcoholic beverage at a Permitted Event must be provided and served through a vendor approved by NIC Auxiliary Services. NIC Auxiliary Services reserve the right to apply a fee, surcharge, or percentage of sales cost to the selected vendor servicing the Permitted Event.
- Security for the Permitted Event must be approved by the NIC Auxiliary Service Director and the NIC Director of Campus Safety and the cost for said security will be the responsibility of the Applicant.

### **What information is necessary on the Alcoholic Beverage Permit application?**

- An accurate description of the area or location where the activity/event will take place which must be a strictly defined and restricted space suitable for properly controlling the sale and consumption of alcoholic beverages.
- The time period for the activity/event must be a single contiguous time period not to exceed three (3) consecutive days (*Idaho Statute Section 23-934A.2*).
- Complete Vendor information
- Complete Insurance information
- Vendor Authorization signed by NIC Director of Auxiliary Services
- Security Authorization signed by Director of Campus Safety
- Written authorization by the President of NIC

**What is the application process and who approves the application?**

1. Secure, complete, and return Permit Application to Auxiliary Services office not less than **thirty (30) business days** prior to the event.
2. Permit Application is then reviewed by Director of Auxiliary Services for complete information regarding proposed event or activity.
3. Permit Application is then forwarded to the Office of the President for final approval.
4. Written notice of approval or denial is then sent to address of record found on Permit Application.

**How much time should I allow for the approval process?**

A fully completed application form and all required documents (including all insurance certificates) need to be delivered to Auxiliary Services. We cannot consider incomplete applications or applications submitted less than **thirty (30) business days prior to the event**. Within fifteen (15) business days of the receipt of the completed application a written approval or denial will be sent to the address of record found upon the Alcoholic Beverage Permit application.

**If I have questions, where can I get help?**

Questions are welcome.

Call- Lanny Stein at (208) 769-3361

*North Idaho College appreciates your interest in our facilities.*

*Thank you for your citizenship in requiring your patrons to drink responsibly.*

**NORTH IDAHO COLLEGE  
ALCOHOL PERMIT APPLICATION**

<b>Complete and Send to:</b> <b>Lanny Stein</b> <b>Director of Auxiliary Services</b> <b>North Idaho College</b> <b>1000 West Garden Ave.</b> <b>Coeur d'Alene, ID 83814</b>		
Name of event:		
Purpose of event:		
Date of event:	Start time:	End time:
Total number of attendees:	Food Service:    Yes    No	
Location of event:		
(Attach map if outdoors)		Security Authorization:
<b>APPLICANT</b>		
Legal name of sponsoring organization:		
Legal Representative:	Contact Person's Title:	
Email:	Phone:	Fax:
Mailing address:		

**CHECKLIST FOR APPLICANT - Please initial blanks as confirmation and check as requested.**

<b>Yes</b>	<b>No</b>	<b>North Idaho College sponsored event.</b>
<i>Initial here</i>		I have made contact with Food Service office. (208-769-7771)
<i>Initial here</i>		I have read application packet and agree to abide by all terms, including Permit Guidelines.
<i>Initial here</i>		Copy of insurance policy included with this application.
<b>Hosted</b>	<b>No-Host</b>	Choose beverage service format.
<b>Beer / Wine</b>	<b>Liquor</b>	Choose types of alcoholic beverages to be served in addition required to non-alcoholic beverages.

**LIQUOR SERVICE VENDOR / FOOD SERVICE VENDOR**

Legal name of Vendor/ Business		
Contact Person:		Contact Person's Title:
Email:	Phone:	Fax:
Description of food service and NON-alcoholic beverages:		
Applicant Signature		Manager Food Service                      Date
Print name:	Director of Auxiliaries	Date

Post the approved Alcohol Permit, any required local catering permits, and liquor licenses in a conspicuous space during event

# NORTH IDAHO COLLEGE

## ALCOHOL PERMIT AGREEMENT And Request for Certificate of Insurance

This Agreement is required only for events which are NOT sponsored by North Idaho College

\_\_\_\_\_ “APPLICANT” has applied for an Alcohol Permit. APPLICANT is subject to the terms of this Alcohol Permit Agreement. Relying on the information submitted in APPLICANT’S Alcohol Permit Application and attachments to the Application, North Idaho College (“NIC”) has granted an Alcohol Permit. In consideration of the granting of this Alcohol Permit, APPLICANT 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 APPLICANT has read, understands, and will abide by the applicable policies, rules, and guidelines of the Board of Trustees for North Idaho College.

### INDEMNITY

APPLICANT shall indemnify, defend and hold the Board of Trustees for North Idaho College, North Idaho College 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 APPLICANT '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 APPLICANT, or any of its agents, contractors, employees, invitees or guests. This provision survives the termination of this Agreement.

### INSURANCE

#### General Requirements

- 1) APPLICANT is required to carry the types and limits of insurance shown in this insurance clause, and to provide NIC with a Certificate of Insurance. Certificates shall be provided (30) thirty business days prior to APPLICANT’S use of NIC premises.
- 2) Copies of the LIQUOR SERVICE VENDOR’S 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, NIC may request certified copies of other required policies and endorsements. Such copies shall be provided within (10) ten days of NIC’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, APPLICANT shall furnish NIC 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 NIC may choose to maintain.
- 4) All certificates shall provide for thirty (30) business days written notice to NIC prior to cancellation or material change of any insurance referred to therein.

- 5) All policies shall name North Idaho College and the Board of Trustees for North Idaho College as an additional insured. A copy or copies of Additional Insured endorsements must be supplied to NIC.
- 6) All policies shall contain waiver of subrogation coverage or endorsements.
- 7) Failure of NIC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NIC to identify a deficiency from evidence that is provided shall not be construed as a waiver of APPLICANT and LIQUOR SERVICE VENDOR obligations to maintain such insurance.
- 8) Failure to maintain the required insurance may result in termination of this Agreement at NIC's option.

## **REQUIRED INSURANCE COVERAGE**

- 1) APPLICANT shall obtain insurance of the types and in the amounts described below.
- 2) Commercial General and Umbrella Liability Insurance. APPLICANT 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**.
- 3) 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, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- 4) Commercial Auto Insurance. If applicable, APPLICANT 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.
- 5) Liquor Legal Liability is required, at a limit of **\$1,000,000**. It is acceptable to have this provided by the LIQUOR SERVICE VENDOR, as long as State of Idaho and the Board of Trustees for North Idaho College are named as an additional insured's on the Liquor Legal Liability policy. A copy of the declaration page of the Liquor Legal Liability policy must be supplied to NIC.
- 6) Personal property. APPLICANT shall purchase insurance to cover APPLICANT'S personal property. In no event shall NIC be liable for any damage to or loss of personal property sustained by SPONSOR, whether or not insured, even if such loss is caused by the negligence of NIC, its employees, officers or agents.
- 7) Workers' Compensation. Where required by law, APPLICANT shall maintain all statutorily required coverage's and shall include Employer's Liability at limits of **\$100,000 / \$500,000 / \$100,000**.
- 8) No Representation of Coverage Adequacy. By requiring insurance herein, NIC does not represent that coverage and limits will necessarily be adequate to protect APPLICANT and such coverage and limits shall not be deemed as a limitation on APPLICANT'S liability under the indemnities granted to NIC in this Agreement.

**TERM**

North Idaho College may terminate this Agreement by giving APPLICANT written notice seven (7) 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.

**APPLICANT**

**NORTH IDAHO COLLEGE**

**Signature**\_\_\_\_\_

**Signature**\_\_\_\_\_

**Print name**\_\_\_\_\_

**Print Name**\_\_\_\_\_

**Date**\_\_\_\_\_

**Date**\_\_\_\_\_

## PROCEDURE

### Narrative

North Idaho College generally prohibits the possession or consumption of alcoholic beverages on campus grounds or within facilities and property owned or leased by NIC. The President of North Idaho College (NIC), or designee, is hereby authorized to waive the prohibition against possession of alcoholic beverages only as permitted by and in conjunction with policy 6.07. The application process for obtaining an Alcohol Beverage Permit shall be as follows:

- 1.) Secure an Alcohol Beverage Permit packet from office of Auxiliary Services
- 2.) Complete Alcohol Permit Application form
- 3.) Return completed application to office of Auxiliary Services not less than thirty (30) business days prior to desired event
- 4.) Application will be reviewed by Director of Auxiliary Services, Director of Campus Safety and the President of North Idaho College
- 5.) Applicant will be notified of approval or denial in writing within fifteen (15) working days of the date of receipt of completed application form.