

Northwestern University Undergraduate Events with Alcohol Rider

Note: *This page contains instructions for use of the Rider, and should not be included with contract documents for review, signature, or approval. Include only the pages below, amended as needed.*

When and How to Use the Rider:

1. This rider should be used whenever an RSO Supplier Agreement, or other contract, is signed to procure a facility and the service of licensed and insured pourers for an event with alcohol at which undergraduate students will be present.
2. In many cases, the facility's own staff will serve as the licensed and insured pourer(s), as would be the case with most bars, restaurants, and hotels. For such arrangements, only one Rider needs to be included with the RSO Supplier Agreement, or other contract.
3. However, if the facility, and the licensed and insured pourer(s), are contracted as separate entities, then the RSO Supplier Agreement (or other contract) for each party must include the use of the Rider.
4. The Rider does not need to be utilized for on-campus events that make use of Compass Catering as the licensed and insured pourer. Compass Catering already meets the Rider's requirements as a part of its overarching contract with Northwestern.

Remember: Contracts can be challenging. If you have *any uncertainty* about this process, please promptly seek guidance from OFSL, SOA, or DOS. You may also seek help from the [Northwestern Risk Management](#) office, by reaching out to Director of Risk & Insurance [Angela Piersanti](#). Do so early, so that any issues can be resolved while timelines are relaxed and problems are small!

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In addition to the terms and conditions set forth in the agreement/contract between Northwestern University and _____ (hotel/vendor/caterer), hereby agrees:

Prior to the event that is the subject of this agreement, the hotel/vendor/caterer will procure at its own expense the following insurance:

- 1) **Comprehensive General Liability** for operations of the companies in a form providing not less than that of standard Commercial General Liability Insurance policy (“Occurrence Form”), including independent contractors, Contractual Liability, bodily injury (including death), personal & advertising injury, broad form property damage and the allegation of professional malfeasance in the arrangement of insurance coverage pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence. Northwestern University, and its affiliates, officers, directors, trustees, volunteers, and employees shall be included as additional insured on a primary non-contributory basis. Subrogation must be waived in favor of the Northwestern University.
- 2) **Liquor Liability** when alcohol will be served at the Event, liquor liability or dram shop insurance in an amount of not less than \$1,000,000 per occurrence for any contracted company manufacturing, selling, serving, or facilitating the use or purchase of alcohol. Northwestern University, and its affiliates, officers, directors, trustees, volunteers, and employees shall be included as additional insured.
- 3) **Umbrella/Excess Liability**, in the amount of \$2,000,000 excess of the underlying insurance policies, which include General Liability and Liquor Liability. Northwestern University, and its affiliates, officers, directors, trustees, volunteers, and employees shall be included as additional insured on a primary non-contributory basis. Subrogation must be waived in favor of Northwestern University

Hotel/vendor/caterer shall furnish Northwestern with a certificate of insurance outlining the coverages above. All insurance shall be placed with reputable insurers with a Best’s rating of A- or better. The insurance limits required in this Section are to be considered as minimum requirements and shall in no way limit the liability of hotel/vendor/caterer hereunder.

The hotel/vendor/caterer hereby indemnifies and holds harmless Northwestern University, its officers, employees, and agents, of and from any cost, loss, or expense incurred as a consequence of damage to property, personal injury or death arising or alleged to have arisen out of the provision of alcohol or catering services in connection with the event that is the subject of this agreement, together with any legal and related expenses which may be incurred by Northwestern University in defending such claims unless such loss results solely from the negligent act or omission of Northwestern University.

To the extent that the terms of this Rider conflict with the terms and conditions set forth in the agreement/contract with Northwestern University, the terms of this Rider shall govern.

HOTEL/VENDOR/CATERER

By: _____

Printed Name: _____

Date: _____

Next page for signatures

NORTHWESTERN UNIVERSITY

By: _____

Printed Name: _____

Date: _____