



Defiance College Alcohol Policy for External Group Use

To comply with the Drug Free Schools and Communities Act of 1989 (DFSCA) and subsequent amendments, students and employees of Defiance College are informed that strictly enforced policies are in place which prohibit the possession, use or distribution of any illicit drugs, including alcohol, on College property or as part of any College -sponsored activity unless event-specific permission is given for of-age students to consume alcohol moderately. Campus guests are also subject to all applicable legal sanctions under local, state and federal law for any offenses involving illicit drugs on College property or at College-sponsored activities.

Defiance College affirms that illegal drug use is unlawful and harmful. The use of illegal drugs and alcohol abuse by students and employees could result in cognitive deficits, loss of productivity, and other health risks. These risks include an increased risk of accidents, which may result in death or permanent injury. Free, confidential counseling for alcohol and other drug abuse issues is available to students and employees through the College Counseling Services and the employee assistance program. Other resources may include assessment, individual counseling, educational programs, materials, and referral and case management through community agencies, all of which might include a fee.

Guests exhibiting signs of excessive alcohol consumption will be transported via Emergency Medical Services (EMS) at the guest's expense for medical attention. Refusal to cooperate with EMS personnel may result in arrest by local police in order to ensure the guest's health and safety and/or a conduct complaint for disorderly conduct and/or failure to comply.

College alcohol policy expressly forbids possession and/or consumption of alcohol by students, employees or guests who are under the minimum legal drinking age of 21 years. Possession of drug paraphernalia and the use, manufacture, sale, or distribution of illegal drugs, whether on or off campus, by any student is also prohibited.

(A). The legal possession and consumption of alcoholic beverages on campus is allowed subject to the following conditions:

- Possession and consumption of alcohol by person under the age of 21 is not permitted by Ohio Law or Defiance College policy.
- The Vice-President for Student Affairs and Dean of Students must approve all such gatherings on campus at which alcohol will be present in advance.
- This requirement of VP approval includes student-sponsored events, other on-campus events including those sponsored by College offices, and special events such as Homecoming or a "tailgate" at an athlete event.
- Only beer, wine, malt beverages and other alcoholic products that are less than 15% alcohol by volume are permitted on campus.
- Such VP-approved events may serve beer and wine. If other alcoholic beverages are to be provided, they must be made available from a third-party vendor.
- No open containers of alcohol (bottles, cans, cups or glasses) are permitted outside of rented facility including on the campus grounds.
- No large quantity or common source containers of alcohol, including beer kegs or party balls, are permitted on campus.

- The availability of alcohol at an event shall not be mentioned in on-campus or off-campus advertisements for the event, other than individually addressed invitations.
- The hosts of a VP-approved event at which alcohol is available are responsible to know that everyone present is 21 or older, or that under-aged persons are not served and do not use alcohol at the event.

(B). For rented campus facilities, if your group is serving alcohol during any scheduled event, the following mandatory requirements must be followed:

- The VP of the College must give approval for any off-campus group requesting alcohol when renting campus facilities.
- Notification must be given to the Conferences and Events Office at least two weeks prior to the event for approval. Registration of Intent to serve alcoholic beverages at Defiance College will be sent and must be completed at that time.
- Upon approval, group requesting alcohol must follow stated Defiance College Alcohol Policy as to the kind of beverages allowed.
- Current contracted food service for the college holds all rights to catering services and it is their discretion to decline or accept the scheduled group. If declined, an outside catering service may be hired along with their bartending services.
- It is the responsibility of the party requesting alcohol to purchase the beverages and deliver them to the campus food service for serving. The current college food service (Hallmark) does not hold a liquor license to purchase designated beverages. Food Service employees will handle all serving of beverages and no outside bartender is permitted.
- Food Service reserves the right to decline alcohol without the proper ID.
- Food Service reserves the right to decline alcohol to anyone appearing intoxicated. Should this attendee become verbally or physically abusive and the situation becomes unmanageable, even with the assistance of the person responsible for the event, a call may be placed to the police department.
- After conclusion of event, it is said party's responsibility to remove and/or arrange for picking up unused alcoholic beverages the next day. Alcohol inventory after the scheduled event is not the responsibility of Food Service.
- Cash bars, tip jars, and individual drink tickets are not permitted.
- Alcohol will not be allowed on a "Bring Your Own Bottle" basis.
- Alcohol will not be permitted in residence facilities by external guests or organizations.
- Drinks must be kept within the confines of the scheduled facilities.
- As stated on Contract for Use of Campus Facilities, damage and/or additional cleaning cost for this type of event will be said party's responsibility.
- **Required:** Registration of Intent To Serve Alcoholic Beverages at Defiance College;
- **Required:** Signed Contract for use of Campus Facilities;
- **Required:** A Certificate of Liability Insurance for \$2,000,000.00. Certificate Holder (Defiance College) is an Additional Insured for the scheduled date/dates of the event.
- **Required:** A non-refundable room deposit.



**REGISTRATION OF INTENT TO SERVE ALCOHOLIC BEVERAGES
AT DEFIANCE COLLEGE**

Organization/Name:			
Contact Person:			
Address:			
City/State/Zip			
Phone		Email:	
Nature of Event			
Facilities Reserved			
Catering service Name:			
Number of Attendees			

LIABILITY, DAMAGE, AND CLEAN-UP AGREEMENT

I have read the Defiance College Alcohol Policy and Mandatory Requirements concerning the serving and consuming of alcohol in Defiance College facilities and understand that I must accept responsibility and liability for complying with these policies and Ohio statutes. I understand that by signing this form I may be held responsible and/or liable for the actions of all participants both during and after the event. I agree that I will pay for any damages or abnormal cleaning costs caused by our use of the facility. I also understand that failure to comply with or enforce these policies may result in revocation of current and/or future alcohol privileges.

It is understood and acknowledged that these are guidelines of expectations from Defiance College and the College will not control the particular activities which are planned. The sponsor acknowledges and agrees that Defiance College has no responsibility for the activities conducted pursuant to this registration. The sponsor will contact its own legal counsel or insurance carrier to determine the scope of its liability.

Further and in consideration of the sponsor being permitted by Defiance College to serve alcoholic beverages at meetings or events taking place at Defiance College, the undersigned promises to take due care during such activities and hereby releases and discharges Defiance College members and affiliates of its governing board, officers, agents, employees, and any other persons or entities (additional parties) who may be directly or indirectly liable, and the successors and assigns for any and all of the aforementioned persons and entities, against all claims, demands, causes of action whatsoever either in law or in equity, relating to injury, disability, death, or other harm, to person or property or both, arising from my participation and/or presence related to the activities of Defiance College and/or additional parties.

The sponsor acknowledges that it understands, accepts, and assumes the hazards and risks involved and waives all claims against Defiance College and/or additional parties. The sponsor understands that it is solely responsible for any costs through their participation in normal or unusual acts associated with the above-named activities.

Date _____ Signature _____