Sample language to be included in a food/alcohol vendor contract

a. "\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**vendor**) shall indemnify, defend and save harmless Indiana University and its agents and employees, from and against all loss, liability or damage for injuries to or death of persons or damage to property, real or personal, arising or related to vendor’s service of food and/or alcohol."

b. The contract will provide that the **vendor** carry insurance which protects the university, in approximately the following form: "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**vendor**) shall maintain a policy of General Liability insurance. Such policy of insurance is to be of the "occurrence" type. Said policy shall include dram shop operations, if applicable, or, alternatively, a separate policy of insurance, subject to all provisions of this paragraph, shall be purchased to provide coverage for dram shop operations, if applicable."

c. If alcohol is served, the amount of coverage of each policy of General Liability insurance shall be three million dollars ($3,000,000), either through one policy or through primary and excess policies. The amount of coverage for dram shop operations shall be three million dollars ($3,000,000), either as a part of the General Liability policy or under a separate policy.

d. If only food is served, coverage shall be a minimum of one million dollars ($1,000,000).

e. The Trustees of Indiana University shall be named as an additional insured on the General Liability policy and the Dram Shop policy, if one is obtained.

f. In the event of suit arising from an occurrence or accident arising from the **vendor’s** occupancy or use of the university facilities and not resulting in any part from negligence on the part of university, and such suit names university as a party to the suit, the **vendor** agrees to assume defense of said suit on behalf of university at the university's request.

g. Such policies of insurance shall be issued by an insurance company approved by INLOCC.

h. If the **vendor** is pre-approved then the requirement to obtain a certificate of insurance is waived. Otherwise, a certificate of insurance showing the required coverages and naming the Trustees of Indiana University shall be delivered to INLOCC at least three business days prior to the event being catered. At the request of INLOCC, a complete copy of these policies shall be delivered to INLOCC no later than three business days prior to the event to be catered on the University property.