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| Alcohol Exceptions Procedure | Procedure Number | 5.4P |
| | Effective Date | March 29, 2013 |

1.0 PURPOSE

In accordance with Board of Trustees *Campus Alcohol Policy* 5.4, the purpose of this procedure is to explain the process of exceptions that may be requested and considered for the serving and consumption of alcohol and College-sponsored events and/or activities.

2.0 REVISION HISTORY

Adopted on: 3/29/13
 Revised on: 10/27/17

3.0 PERSONS AFFECTED

This procedure applies to all students, faculty, staff, administrators, facility rental customers and other entities affiliated with Laramie County Community College.

4.0 DEFINITIONS

A. *Business Days* – Monday through Friday of any given calendar week with the exception of any weekday that the College is formally closed and not conducting regular business

5.0 PROCEDURE

For off-campus or on-campus events and activities for which an exception to the *Campus Alcohol Policy* is desired, a written request must be submitted to President’s Cabinet for consideration and approval. Campus or community groups or individuals seeking this exemption must submit the “Request for Authorization to Serve Alcoholic Beverages” application at the end of this procedure to the Office of the President for consideration by President’s Cabinet.

A. Off-Campus Events


Events may include the service and consumption of alcoholic beverages in accordance with the following conditions:

- 1) **College or LCCC Foundation Events** for the College’s employees or for other non-student groups
 - a. Alcoholic beverages may be served and/or sold to persons who are of legal age.
 - b. Employees (or other non-student group members) who are also students may be served and/or sold alcoholic beverages if they are of legal age.
 - c. The application must be submitted to the Office of the President to be considered by President’s Cabinet at least 14 days prior to the start of the event.
 - d. Food and non-alcoholic beverages shall be provided. Water must be one of the non-alcoholic beverages provided.

B. On-Campus Events

Events may include the service and consumption of alcoholic beverages in accordance with the following conditions:

- 1) **College or LCCC Foundation events for the College's** employees or for other non-student groups
 - a. Alcoholic beverages may be served and/or sold to persons who are of legal age.
 - b. Employees (or other non-student group members) who are also students may be served and/or sold alcoholic beverages if they are of legal age.
 - c. The application must be submitted to the Office of the President to be considered by President's Cabinet at least fourteen (14) days prior to the start of the event.
 - d. Food and non-alcoholic beverages shall be provided. Water must be one of the non-alcoholic beverages provided.
- 2) **Community groups and/or private individual** events for public or private groups
 - a. An "Application for Authorization to Serve Alcoholic Beverages" must be submitted to the Office of the President for consideration by President's Cabinet no less than fourteen (14) days prior to the start of the event. *Laramie County Community College reserves the right to deny an "Alcohol Exception" in its sole discretion.*
 - b. If approved, alcoholic beverages may be served and/or sold by an alcohol vendor with a current alcohol retail or resort license.
 - c. The vendor must provide the College with a current "Certificate of Liability Insurance" naming Laramie Community College as the "Certificate Holder" or Additional Insured" five business days prior to the start of the event.
 - d. Alcohol sales and/or service must be in connection with a substantive event, such as a banquet, official entertainment or reception scheduled in designated spaces at Laramie County Community College. Designated spaces include but are not limited to the Clay Pathfinder Leadership Center, the Center for Conferences & Institutes Centennial room, the Training Center Room 120/121 and the College Community Center dining room. Alcohol must remain in the designated space.
 - e. Alcoholic beverages may be served and/or sold to persons who are of legal age.
 - f. Employees (or other non-student group members) who are also students may be served and/or sold alcoholic beverages if they are of legal age.
 - g. Food and non-alcoholic beverages will be provided. Water must be one of the non-alcoholic beverages provided.
 - h. Publicity mentioning Laramie County Community College facilities may not include mention of sponsorship or advertising by alcoholic beverage companies or as a promotion for consuming alcohol beverages.

| REQUIRED APPROVALS | NAME/SIGNATURE | DATE |
|-----------------------------------|---|---------|
| Originator(s) Name(s) | Lisa Murphy, Institutional Advancement Associate Vice President | 2/12/13 |
| Approval by President's Cabinet | | 3/26/13 |
| Ratified by College Council | Kari Brown-Herbst, College Council Co-chair | 3/29/13 |
| Approval by President (Signature) |  | 3/29/13 |

**REQUEST FOR AUTHORIZATION TO SERVE ALCOHOLIC BEVERAGES
BY A
COLLEGE ORGANIZATION**

The "Request for Authorization to Serve Alcoholic Beverages" form **MUST** be provided to the Office of the President at least fourteen (14) business days prior to the event.

Name of Requestor: _____

Date of Event: _____

Name of Event: _____

Location of Event: _____

Department, Division, or Unit: _____

Purpose of Event: _____

Number of Guests: _____

How many guests will be under the age of 21? _____

Plan to Prevent Underage Drinking:

Name of College-Approved Third Party Vendor: _____

Contact Facilities and Events 778-1291 or 778-1322 for approved vendors.

Source of Funding for Alcoholic Beverages: _____

NOTE: Payments to liquor vendors for an event setup fee are to be made by the Foundation. Please contact the Foundation Office at Ext. 1600 or 432-1600 to arrange for payment of the fee to the liquor vendor and reimbursement of the fee to the Foundation. No General Fund monies are to be used to pay for any costs incurred from a liquor vendor.

Estimated Cost: _____

| SIGNATURES | |
|-----------------------------------|--------------------|
| Requestor: _____ | Date: _____ |
| President's Cabinet Member: _____ | |
| Date Approved: _____ | Date Denied: _____ |

**REQUEST FOR AUTHORIZATION TO SERVE ALCOHOLIC BEVERAGES
BY A
COMMUNITY ORGANIZATION OR INDIVIDUAL**

The “*Application for Authorization to Serve Alcoholic Beverages*” form **MUST** be provided to the Facilities & Events office at least fourteen (14) business days prior to the event (30 days prior is advised). The application will be submitted to the Office of the President for consideration by President’s Cabinet. Laramie County Community College reserves the right to deny the alcohol exception in its sole discretion.

Name of Requestor: _____

Date of Event: _____

Name of Event: _____

Location of Event: _____

Name of Individual Sponsor or Community Organization: _____

Purpose of Event: _____

Number of Guests: _____

How many guests will be under the age of 21? _____

Plan to Prevent Underage Drinking:

Name of College-Approved Third Party Vendor: _____

Contact Facilities and Events 778-1291 or 778-1322 for approved vendors.

NOTE: Payments for event setup by a liquor vendor must be made directly to the liquor vendor by the community organization or individual.

| SIGNATURES | |
|-----------------------------------|--------------------|
| Requestor: _____ | Date: _____ |
| President’s Cabinet Member: _____ | |
| Date Approved: _____ | Date Denied: _____ |

ALCOHOL SERVICE TERMS AND CONDITIONS

1. Alcohol consumption shall be in connection with a substantive event, such as a banquet, official entertainment, reception.
2. Alcohol may be sold or served by an approved third party vendor.
3. Alcoholic beverages may be served and/or sold to persons who are of legal age.
4. Employees (or other non-student group members) who are also students may be served and/or sold alcoholic beverages if they are of legal age.
5. Food and non-alcoholic beverages must be provided. Water must be one of the non-alcoholic beverages provided.
6. Community groups and individuals are responsible for signing and returning a *Facility Rental/Use Agreement* and abiding by the terms and conditions of the *Facility Rental/Use Agreement* to include providing additional liability insurance as is applicable, paying facility rental, equipment and catering fees as described in the *Facility Rental/Use Agreement* payment terms.
7. Payment for private events scheduled by individuals or groups.
 - A. Equipment and facility rental fees are due the last business day prior to the start of the event.
 - B. A percentage of the catering fee estimate is due on the last business day prior to the start of the event.
 - C. The balance of catering fees will be billed by the Facilities & Events office. Catering fees more than \$50 are subject to an administrative fee.
8. Alcohol services are restricted to individual events scheduled in permitted Laramie County Community College facilities. Permitted facilities include but are not limited to the Clay Pathfinder Leadership Center, the Center for Conferences & Institutes Centennial room, the Training Center room 120/121 and the College Community Center dining room. Alcohol must remain in the facility.
9. Depending upon the type of event and attendee numbers, adequate security acceptable to Laramie County Community College may be required. Acceptable security services are to contract with off-duty law enforcement officers.
10. Publicity mentioning Laramie County Community College facilities may not include mention of sponsorship or advertising by alcoholic beverage companies or as a promotion for consuming alcohol beverages.
11. The vendor must provide the College with a current "Certificate of Liability Insurance" naming Laramie County Community College as the "Certificate Holder" or "Additional Insured" five (5) business days prior to the start of the event.

I have carefully read the foregoing and acknowledge that I understand and agree to all of the above conditions for serving alcohol at an individual event. I have had the opportunity to ask any and all questions regarding this Agreement. I understand that violations of the above terms and conditions may result in refusal or revocation of facility use scheduling privileges at the College.

Requestor: _____ Date: _____

| SIGNATURES |
|---|
| President's Cabinet Member: _____ |
| Date Approved: _____ Date Denied: _____ |

**FACILITY RENTAL/USE AGREEMENT
LARAMIE COUNTY COMMUNITY COLLEGE
1400 East College Drive
Cheyenne, Wyoming 82007**

| | |
|-------------------------|--------------|
| Date of Reservation: | |
| Date to Client: | Initials: |
| Date Received Back: | Setup Sheet: |
| Entered in 25Live/ R25: | |
| Send Copies To: | |

Event Reference # _____

| CONTACT: | | | | | Phone: | | |
|---------------|------|-----------|------------|----------|-------------------|-----------|-------|
| ADDRESS: | | | | | Cell Phone: | | |
| CSZ: | | | | | Email: | | |
| ORGANIZATION: | | | | | Fax: | | |
| EVENT TITLE: | | | | | Number of People: | | |
| DAY | DATE | OPEN TIME | START TIME | ACTIVITY | END TIME | LOCK TIME | HOURS |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Additional Dates: _____

Note: All catering orders over \$50 will have a 12% admin fee added. Admin fees collected fund wages for LCCC Facilities & Events staff handling the billing. Catering fees billed by LCCC do not have the standard 15- 20% gratuity added and sales tax does not apply.

| FACILITY | ROOM # | SET-UP, REQUESTS, AND NOTES | | |
|--|--------|-----------------------------|-------------------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| EQUIPMENT | | CHARGES | X NUMBER OF DAYS OR HRS | TOTAL |
| RENTABLE EQUIPMENT | | | | |
| Flip Chart Stand w/Paper Pad | | \$10/day | | |
| Easel Stand | | No Charge | | |
| AV Podium, Projector, Screen, Sound System w/Mics and Elmo in CCI 129/130, TC 120/121 and PF Leadership Center | | \$30/half-day or \$60/day | | |
| AV Podium, Projector, Screen in TC 112, 123, 120, 121, CCI 121, 123 or 124 | | \$15/day | | |
| TECH SUPPORT | | | | |
| Digital Recording | | \$35/hr | | |
| AV Tech Support | | \$35/hr | | |
| Computer Tech Support | | \$35/hr | | |
| OTHER | | | | |
| TOTAL | | | | |

| SERVICES | YES | NO | CHARGES | TOTAL |
|---|-----|----|--------------------------|-------|
| Room Charges | | | | |
| A/V Equipment | | | | |
| Additional Custodial | | | | |
| Additional Security | | | | |
| Building Attendant | | | | |
| Maintenance & Operations Fee | | | | |
| Insurance Certificate | | | | |
| Other | | | | |
| Note: All catering orders over \$50 will have a 12% admin fee added. | | | | |
| Catering Fees | | | Sodexo (See No. 5 below) | |
| Catering Admin Fee 12% | | | | |
| Subtotal of Fees | | | | |
| Sponsorship Level __ (when applicable). Discount/waived fees = | | | | |
| TOTAL FEE ESTIMATE (Does not include catering fees) | | | | |

Facility Use Terms and Conditions

- 1) Use or possession of alcoholic beverages and/or drugs is expressly prohibited on the Laramie County Community College campus. Smoking is expressly prohibited in LCCC facilities or within thirty feet of facility entrance
 - a. According to Policy 5.4 and Procedure 5.4P customers may apply for an "Alcohol Exception". If exception is approved, alcoholic beverages may be served and/or sold by a licensed vendor at an event. To receive approval an application must be submitted to the Facilities & Events office for consideration by the Laramie County Community College President's Cabinet.
- 2) Priorities for the use of campus facilities are: (1) LCCC instructional programs; (2) LCCC sponsored activities; (3) Individuals/groups not directly affiliated or associated with the college. Facilities at LCCC are scheduled on a first-come, first-service basis. *If a college or college sponsored event/activity requires the use of the facilities scheduled for the event/activity referenced in this contract, the event/activity may be moved or bumped. If possible, an alternate college facility will be scheduled. If no alternate college facility is available the facility use customers referenced in this contract will be responsible for finding off-campus facilities at no expense to the college. Every effort will be made to avoid moving or bumping the event or activity scheduled in this contract.*
- 3) Facility use customers may be required, prior to using the facilities, to provide the College with a current Certificate of Liability Insurance" naming the College as the "Certificate Holder" or "Additional Insured" and showing evidence of pre-approved general liability insurance coverage; or be required to sign an agreement indemnifying the College and holding the College, its Board of Trustees, Administration, faculty and staff harmless from all claims for any losses, damages, or injuries related to their activities on campus; or be covered under the College's "Tenant Users Liability Insurance Policy" (TULIP).
- 4) Facility use customers shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. Facility use customers shall be solely responsible for the cost of any such auxiliary aids and services. Facility use customers to hold harmless LCCC, its officers, directors, employees and agents from and against any claims resulting from the group or individual responsible failures to comply with ADA standards for access to its program and services.
- 5) You may not sell or distribute food or beverage. Sodexo America, LLC is the contracted food service provider at LCCC and has **RIGHTS OF FIRST REFUSAL** for all food service at LCCC. If you are considering or planning to distribute or sell food for your event, please go to www.lccc.catertrax.com; or call the Catering Manager at 307-778-1339; or email Sodexo at: catering@lccc.wy.edu. Wyoming Beverages Inc. (Pepsi-Cola) has **EXCLUSIVE** rights for beverage sales and service on the LCCC campus.
- 6) Renter Responsibilities include:
 - a. **Children:** Children up to fourteen years of age must be accompanied by a responsible adult at all times. Unless engaged in supervised activities, children are not allowed to run in the hallways, facilities, parking area, or the grounds of the College.
 - b. **Noise:** Facility use customers are required to keep noise to a minimum.

- c. **Clean-up:** Facility use customers are required to clean up trash and deposit in appropriate trash receptacles. Additional trash receptacles and trash bags are available upon request. Facility use customers are required to wash items such as coffee pots and water pitchers and return them to their place of origin. Do not put food, trash, or coffee grounds in sinks.
 - d. **Cooking:** No cooking facilities are available at LCCC. With prior approval by Facilities and Events office staff, grills are allowed outdoors. Coffee pots, tea pots, crock pots, and food warmers are allowed in the Center for Conferences & Institutes and Training Center. Frying of food is not allowed, due to improper ventilation.
 - e. **Electrical Use:** Electricity is limited. The electrical load of appliances is required to be approved by the Facilities & Events office staff prior to use. (Electrical circuit layouts are available for some of the larger facilities.)
 - f. **Decoration:** Do not use glitter or confetti decorations, no burning candles, and do not tack or nail signs, posters, banners, or decorations to the walls or ceilings. A magnet system is available upon request to hang decorations from the ceilings. Facility usage customers are required to remove signs or balloons.
 - g. **Cleaning Fee:** A minimum cleaning fee of \$50 will be assessed if facilities are left in poor condition.
 - h. **Staffing Fees:** Applicable in the specialized facilities.
 - i. **Property Damage:** The Renter is at all times responsible and shall reimburse LCCC for any theft, damage, loss, injury or other liability of any nature whatsoever to people or property incurred by LCCC as a result of Renter's use of the facilities. Renter is responsible for damages to the building, furniture and equipment caused by their participants or anyone associated with Renter's use of LCCC facilities.
- 7) LCCC does not waive Governmental/Sovereign Immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws. LCCC fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign/governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign/governmental immunity shall be construed in favor of sovereign/governmental immunity.
- 8) Should Renter be found in violation of the terms and conditions of this Agreement or fail to pay the prescribed rental fees, LCCC shall have the option in its sole discretion, to terminate this Agreement.
- 9) The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the state of Wyoming and LCCC Policy Governance. The Courts of the state of Wyoming shall have jurisdiction over this Agreement and the parties, and the Venue shall be the First Judicial District, Laramie County, Wyoming.
- 10) To the fullest extent permitted by law, the Responsible Party (Renter) agrees to indemnify and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees and volunteers from any and all lawsuits, losses, liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with its use of the above named facility/rooms for the dates named above.

This agreement must be signed and returned to the LCCC Facilities & Events office. Reservations are confirmed upon receipt of the signed agreement. It is the responsibility of the contact person to notify the LCCC Facilities & Events Office of any changes and/or cancellation of the reservation. A 48-hour notice is required for cancellations or changes. If less than 48-hour notice is given, you will be billed in full.

I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Agreement. I understand that violations of the above terms and conditions may result in refusal or revocation of facility use scheduling privileges at the College.

Printed Name of Responsible Party **Date**

Signature of Responsible Party **Date**

FACILITIES & EVENTS CONTACTS
 Arlene Lester 307-778-1291 alester@lccc.wy.edu
 Melissa Gallant 307-778-1322 mgallant@lccc.wy.edu
 Kim Adams 307-778-1382 kadams@lccc.wy.edu
 Fax - 307-778-1269