



**Addendum to Event Occupancy Agreement for the Use of Parish Facilities
Permitting Alcohol on Premises**

A. Permission. Under the terms and conditions of this addendum, Occupant may serve alcohol on the Premises during the term of the agreement to which this addendum is attached (Event Occupancy Agreement).

B. Agreement and Warranty. Occupant promises and warrants that:

- (1) any and all alcohol service and consumption on the Premises will comply with all applicable laws and regulations;
- (2) alcohol will be served only to Occupant’s invited guests and no other;
- (3) no employee of Parish will be permitted to serve alcohol;
- (4) persons serving alcohol shall not consume any alcohol;
- (5) alcohol may be served only during the following times: _____;
- (6) alcohol will not be served by or to any person under 21;
- (7) alcohol service and consumption will be limited to the following area(s): _____
_____ and that Occupant will prohibit the service and consumption of alcohol in other areas;
- (8) Occupant will not permit others to bring alcohol onto the Premises or surrounding Parish property and that the event shall not be a “BYOB” (Bring Your Own Bottle) event;
- (9) Occupant shall not permit alcohol by or to anyone who appears to be intoxicated; and
- (10) only the following alcoholic beverages may be served: wine beer other (describe): _____

C. Fees. Occupant will will not charge an entrance fee to persons entering the Premises during the term of the Occupancy Agreement. Occupant will will not charge a per-drink fee or other fees for servings of alcohol.

D. TABC Permits.

- (1) If any fee is charged under Paragraph C, a license issued by the Texas Alcoholic and Beverage Commission (TABC) is required and must be displayed at all times as the law requires.
 - (a) Occupant shall obtain a temporary license from TABC to serve and charge for alcoholic beverages at the event.
 - (b) Occupant shall retain a TABC-licensed third-party retailer to serve and charge for alcoholic beverages at the event.
 - (c) This Paragraph D does not apply because Occupant shall not sell or charge for alcoholic beverages.
- (2) Not later than 90 days before the date the Occupancy Agreement begins, Occupant shall provide Parish evidence that Occupant or Occupant’s third-party retailer maintains or has been issued a permit from TABC to sell and serve alcohol at the event during the term of the Occupancy Agreement. If Occupant uses a third-party retailer, Occupant shall, when evidence of the permit is presented, also provide Parish the retailer’s certificate of insurance of liquor liability insurance with limits of at least \$1 million that lists the Parish and the Diocese as additional insured.

Notice: Texas law requires a permit from the TABC if any charge or fee (per-drink or entrance fee) for alcohol is charged. Occupant may contact TABC for further information and procedures for obtaining any required permit.

- E. **Indemnity.** Occupant shall indemnify and hold harmless Parish and the Catholic Diocese of Austin, as well as their members, clergy, volunteers, officers, directors, agents, employees, and contractors for any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol related to the Occupancy Agreement or any failure to comply with the provisions of this addendum.

- F. **Strict Compliance.** Occupant's failure to strictly comply with this addendum entitles Parish to withdraw its permission for alcohol on the Premises.

OCCUPANT

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Desired coverage dates (including setup and teardown):

MM/DD/YYYY

MM/DD/YYYY

Provide Attendance Information:

Number of consecutive event days (not including set-up or tear-down): _____

Estimated daily attendance of this event: _____

Are overnight accommodations part of the event? Yes No

Is there a live musical performance at this event? Yes No

Alcoholic beverages are (select one):

- Not available at the event
- Furnished without a charge
- Sold
- Both sold and furnished without a charge

Is the insured required to obtain a liquor license/permit? Yes No

Does the insured event have any concessionaires, exhibitors or vendors? Yes No

Does the event have any of the following activities? Yes No

- Rides, mechanical amusement devices, inflatable recreational devices, dunk tanks, bungee operations/equipment
- Petting zoos or animals owned, rented or hired by the insured
- Fireworks/pyrotechnics

These activities are not covered by this program and resulting claims will be denied. You may continue to purchase coverage with the understanding that these activities are excluded. If any of these activities are provided by a third party, you should require evidence of liability coverage (certificate of insurance) from the entity/organization naming you as an Additional Insured.

- Accept & continue Decline