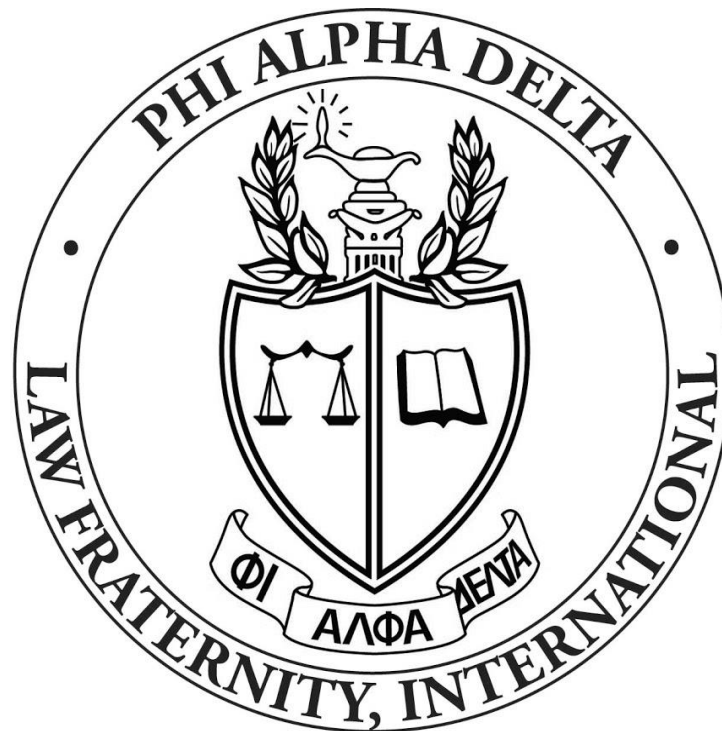


PHI ALPHA DELTA LAW FRATERNITY

INSURANCE AND CLAIM MANUAL



**EFFECTIVE FOR THE ANNUAL TERM:
JULY 1, 2018 TO JULY 1, 2019**

TABLE OF CONTENTS

INTRODUCTION.....	3
THE GENERAL LIABILITY INSURANCE PROGRAM.....	4
LIMITS OF COVERAGE.....	5
WHO IS AN INSURED.....	5
WHO IS NOT AN INSURED.....	6
ADDING ADDITIONAL INSURED.....	6
WHAT DOES OUR COVERAGE NOT INCLUDE.....	6
ALCOHOL POLICY.....	7
LEGAL AND ILLEGAL ACTIVITY.....	7
SPECIAL EVENTS.....	8
SAFE TRANSPORTATION RECOMMENDTION FOR CHAPTER FUNCTIONS.....	8
LAWSUITS.....	10
GENERAL LIABILITY CLAIMS.....	10
INCIDENT/CLAIM REPORTING.....	11
OTHER INSURANCE COVERAGE.....	11
APPENDIX.....	12
EVENT PLANNING GUIDE.....	13
ADDITIONAL INSURED REQUEST FORM.....	24
ATHLETIC EVENT PARTICIPATION WAIVER.....	25
DEFINITIONS.....	26

INTRODUCTION

The purpose of this manual is to give you an understanding of insurance coverage provided and information to properly report all actual and potential liability claims with which you may become involved.

The final responsibility for the success of the insurance program rests with Phi Alpha Delta Law Fraternity and its Chapters. It is always important to remember that our first line of defense in liability matters is loss prevention; next is loss control; and the insurance contract is the final line of defense. Members' willingness to understand and assume the responsibility of sound risk management practices is a cornerstone of our program.

In the event that an incident or claim does arise, the Executive Office of Phi Alpha Delta Law Fraternity and Holmes Murphy will oversee the effective handling of all incident and claim investigation. Included within this manual you will find an incident reporting form that must be completed and submitted at the time of any incident that results in bodily injury or property damage.

Holmes Murphy strives to provide risk management resources to complement the loss prevention and control efforts of its clients. Please visit www.holmesmurphyfraternal.com to review the Holmes Murphy website. You will find a number of risk management resources that can assist you in your daily lives, information on your insurance protection, and online forms for the following: purchasing property coverage, liability and property claim reporting and making requests for additional insured protection.

PHI ALPHA DELTA FRATERNITY

THE GENERAL LIABILITY INSURANCE PROGRAM

The following description is a summary only and is not intended to serve as a substitute for the actual insurance contract.

Phi Alpha Delta Law Fraternity's insurance program provides Blanket Public General Liability and Excess Liability Coverage of \$3,000,000 per occurrence with a \$8,000,000 general aggregate per location for all participating chapters with an overall General Liability policy aggregate of \$10,000,000.

The coverage is for bodily injury and third-party property damage. The Named Insured and those entities and individuals listed under "Who is An Insured" endorsement described on the next page are protected, subject to certain policy exclusions and limitations, under the policy from claims brought due to bodily injury and/or property damage resulting from Fraternity operations and activities. This policy also protects against claims arising out of personal and advertising injury as indicated below.

It must be understood that our coverage is for general public liability. **It is not accident insurance covering members and membership selection candidates for injuries sustained in chapter activities.** Liability insurance is not a substitute for medical insurance. Furthermore, it is not Workers' Compensation insurance which may be required for Fraternity employees.

Primary Insurer:	Admiral Insurance Company
Policy Period:	July 1, 2018 – July 1, 2019
Policy Number:	CA000019630-05

Excess Insurer:	James River Insurance Co.
Policy Period:	July 1, 2018 to July 1, 2019
Policy Number:	00058429-5

Phi Alpha Delta Law Fraternity Coverage includes:

1. COMMERCIAL GENERAL LIABILITY

Covers liability arising out of Fraternity premises and operations.

2. PRODUCTS/COMPLETED OPERATIONS LIABILITY

Covers preparation and consumption of food and beverages.

3. PERSONAL INJURY & ADVERTISING INJURY

Covers libel, slander, defamation of character, false arrest, detention, malicious prosecution, wrongful entry or eviction, invasion of privacy.

4. CONTRACTUAL LIABILITY COVERAGE

Under certain circumstances, the liability coverage of Phi Alpha Delta Law Fraternity insurance contract is extended to protect other parties with whom a Phi Alpha Delta Law Fraternity chapter may enter into a contractual agreement. No contract should be signed by any entity/chapter of Phi Alpha Delta, without complete understanding of liabilities being assumed and insurance coverage,

if any, that is provided. When any questions arise, please contact your chapter advisor or Phi Alpha Delta Law Fraternity's Executive Office.

5. WATERCRAFT LIABILITY

Covers hired and non-owned boats/watercraft providing it is less than 26 feet in length.

6. INCIDENTAL MEDICAL MALPRACTICE

Covers liability that arises against an insured chapter or an individual who provides emergency medical care for injuries on or off our premises.

7. DAMAGE TO PREMISES YOU RENT

\$250,000 damage to premises you rent. This is not a substitute for property insurance. Premises You Rent liability coverage provides coverage for the organization for liability arising out of fire damage to non-owned premises rented for any period of time as well as other damage to premises you rent for 7 or less days.

8. WORLDWIDE COVERAGE

Coverage worldwide for suits brought in the United States.

9. HOST LIQUOR LIABILITY

Provides coverage when providing alcoholic beverages at no charge to those of legal drinking age. If you are found to be in the practice of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, or if minors are involved, your coverage and protection is jeopardized.

Limits of Coverage:

General Liability:

- \$ 1,000,000 Bodily Injury & Property Damage Combined Single Limit
- \$ 2,000,000 Policy Aggregate per location/chapter
- \$ 10,000,000 Overall Policy Aggregate
- \$ 2,500 Deductible (including loss adjustment expense)

Excess Liability:

- \$ 2,000,000 Bodily Injury & Property Damage Combined Single Limit
- \$ 6,000,000 Policy Aggregate per location/chapter

Note: Deductible payments will be funded by International Fraternity.

Who is an Insured?

The insurance coverage will pay claims up to \$3,000,000 per occurrence for the following organizations and/or people:

- A. A chapter that is chartered and recognized by the Fraternity **when it obeys the laws** of the institution, city, county, state and country in which it operates and the policies of Phi Alpha Delta Law Fraternity
- B. Chapter officers, executive committee, committee chairman and members while performing the duties of their elected or appointed positions within the organization.
- C. All volunteer advisors while performing the duties of their appointed or elected positions.

- D. Alumni Associations and chapter related educational foundations, its officers, and appointed volunteers while performing the services of their positions.

Who is *not* an Insured under this policy?

- A. Any individual member, alumnus, trustee or advisor who is performing tasks outside of his or her responsibility (i.e. spontaneous social function planned by an individual member, chapter advisor consuming alcohol with undergraduates, hazing of members, etc..)
- B. Any member whose illegal or intentional actions result in death or injury to an individual or property damage.
- C. Members' parents, family members, and guests of chapter members.
- D. College/University administration (see Adding Additional Insureds on next page).

Adding Additional Insureds

Additional Insureds may be added to this policy. Examples of Additional Insureds may be your landlord, college, university and/or proprietor from whom the chapter may be renting property for a special event. Please submit requests at least (30) thirty days prior to the date it is needed.

Please submit the Additional Insured Request Form on page 30 to:

Phi Alpha Delta Law Fraternity
c/o Andrew Sagan, Executive Director
Email: andrew@pad.org

Upon review and approval of the Additional Insured request by Phi Alpha Delta Law Fraternity and the insurance carrier, a certificate of insurance will be issued by Holmes Murphy, with the original forwarded to Phi Alpha Delta Law Fraternity.

Proper function planning is critical to completing any Special Event in a safe manner! Please utilize the enclosed Special Event Checklist to assist with your event planning.

What Does Our Coverage *Not* Include?

- A. Any claim of bodily injury and/or property damage from an incident resulting when:
 - 1. An illegal act was committed.
 - 2. An intentional act was committed.
 - 3. A contract made by the chapter is broken.
 - 4. There is any discharge, release or escape of smoke, vapors, soot, fume, acids, toxic chemicals, etc. upon land, the atmosphere or any water course or body of water.
 - 5. An employee is hurt on the job. Workers' Compensation coverage must be purchased.
- B. Any claim of property damage to property rented by, used by, or cared for by the chapter. Example: The chapter rents a portable generator for an outdoor function, and while it is in the care, custody and control of the chapter, it is damaged and the lesser holds the chapter responsible and liable. No coverage is available under Phi Alpha Delta Law Fraternity liability insurance contract. The only exception would be a premise rented for 7 or less days in which the "\$250,000 Damage to Premises You Rent" limit would apply.

Alcohol Policy

All members of Phi Alpha Delta Law Fraternity, International agree to obey all applicable laws and regulations pertaining to alcohol possession, consumption and sale in effect in (1) the jurisdiction where their school is located or (2) the jurisdiction where they are hosting a Phi Alpha Delta related event, whichever is more restrictive. In addition, all members agree to abide by their respective school policies as those policies related to alcohol and drugs. The possession, sale or use of any illegal drug or controlled substance at any Fraternity event is prohibited.

Legal and Illegal Activity

Simply stated, no insurance policy in the world provides coverage for violations of the law. The Phi Alpha Delta Law Fraternity insurance program is no exception to this rule. The key points to understand are:

- Compliance with federal, state, local and institutional (college or university) laws and regulations is required.
- Compliance with all regulations and policies of Phi Alpha Delta Law Fraternity is required.

Those individuals who choose to violate these rules may void the protection for themselves under Phi Alpha Delta Law Fraternity insurance program. Every effort has been made to avoid their actions from jeopardizing the other members, other entities, or other named insureds protected by Phi Alpha Delta Law Fraternity program. The following brief examples are intended to provide illustration and do not represent legal advice.

- A. With the broad awareness of its membership, the chapter serves alcohol to a minor in violation of the law at a chapter sponsored function. In the event of an injury, claim or lawsuit, those persons found to be in violation of the law and/or Phi Alpha Delta Law Fraternity (in this case the entire chapter) most likely would be without insurance protection. The other named insureds would be protected (i.e. Fraternity, or volunteer alumni).
- B. Two of the members of a 65-person chapter cause injury to someone in connection with a hazing incident. This activity was unauthorized and done secretly without the knowledge of the chapter, and strictly against chapter policy. In the event of an injury, claim or lawsuit, those persons (in this case, the two members) found to be in violation of the law and Phi Alpha Delta Law Fraternity would be without insurance protection. The chapter, its officers and other volunteers would be likely protected.

Great effort has been made to ensure coverage will be provided to those individuals and entities exposed to claims. Its intent is to provide coverage for claims that arise from ordinary negligence. Chapters and chapter officers are protected from the unauthorized actions of individuals. Chapter advisors are protected from the unauthorized actions of their individual chapter members and the chapter as a whole, as are the chapter foundations and all other appointed alumni volunteers involved with the Fraternity.

All questions regarding insurance interpretation and coverage should be directed to:

Holmes Murphy
Client Service Consultant: Wendy Roth
13810 FNB Parkway Suite 300
Omaha, NE 68154
Phone: 800.736.4327 Ext 5502
Fax: 402.492.8421 or 800.328.0522
Email: wroth@holmesmurphy.com

SPECIAL EVENTS

In general, Special Events sponsored by a Chapter are covered under the General Liability policy.

Poorly planned Special Events (e.g. social functions) are the usual cause of injury to our members and their guests. Proper planning is critical to the success of the event, avoiding injuries and controlling the costs of insurance protection.

We encourage Directors and other volunteers be engaged with chapter in the proper planning of Special Events. An Event Planning Checklist is included in this manual. If the form is utilized and all sections are addressed, the guidance provided by the Checklist will minimize the probability of injuries occurring.

Special Note: Whenever chapters or members are transporting special event attendees, **personal vehicles should not be used.** Chapters should be encouraged to engage a licensed third-party transportation vendor who will provide professional drivers. The transportation company assumes liability during the ride and removes the responsibility and risk from Phi Alpha Delta Law Fraternity.

SAFE TRANSPORTATION RECOMMENDATION FOR CHAPTER FUNCTIONS

Liability exposure continues to be one the biggest challenges facing fraternal organizations. In fact, the exposure threatens the continued existence of many organizations. Phi Alpha Delta Law Fraternity recognizes this and is attempting to provide the broadest General Liability coverage available; however, we cannot do it without the support of the entire organization. It is important that sound risk management practices endorsed at the National level are implemented and strictly followed at the chapter level.

The safe use of automobiles is critical to the well-being of all Phi Alpha Delta Law Fraternity members.

We request each local chapter and/or colony implement a policy eliminating the use of:

1. Members' vehicles for transportation of members and guests from Fraternity functions in programs such as the designated driver.

2. Leased or rented vehicles operated by members to transport members and guest from Fraternity functions.

We understand that each of the above referenced precautions is done with the best intentions, however, for numerous reasons they have not produced the intended results. The only acceptable and safe alternative is using professional transportation services.

Outlined below is one of many examples of how a good intention can turn into a tragedy:

A local chapter of a National Fraternity in Oregon held an off-premise social event. In an effort to provide a safe and fun environment, the chapter rented a 15-passenger van to transport members and guests to and from the location of the event. During one of the return trips, the sober member who was driving the van lost control and struck a telephone pole. The result was one passenger fatally injured and one seriously injured. Litigation soon followed and, ultimately, a substantial settlement was paid out on the claim.

From the description of the measures taken it appears everything was done correctly. What went wrong?

- The driver of the vehicle was unfamiliar with the van. Think about the times you jumped into a friend or family member's vehicle and searched for the lights switch, the air conditioning controls or how to dim the lights
- The driver was not a professional driver; while he might have been sober, his passengers were not. Dealing with the distraction of passengers can be difficult, even for professional drivers.
- The General Liability Hired and Non-Owned Auto Coverage afforded under the National Fraternity's liability policy was immediately put into play due to the rental company and driver's insurance having insufficient limits to pay the entire amount of damages.

Because of situations such as this, we are requesting only professional drivers and transportation be utilized. This is just one example. Unfortunately, we could fill page after page with similar tragedies. We recommend the following requirements for any selected vendor employed to provide transportation to members and guest:

- Commercial Auto Insurance that provides coverage for transporting people and property for a fee.
- Commercial Auto Insurance that provides, at a minimum, primary coverage of \$1,000,000 combined single limit for bodily injury and property damage.
- A professional driver who has a valid commercial vehicle operator's license in the state in which the driver is located.

The standards set forth should be addressed in a formal chapter business meeting. By working together to consistently meet these standards, we will be providing safe transportation that all previous measures had failed to accomplish and, together, we will be reducing the exposure to our members, chapters and the National Fraternity. This is an ultimate win-win situation we all want to achieve.

LAWSUITS

There will be occasions when lawsuits may be served on a member of your chapter. As there is only a limited time to answer a lawsuit, the following procedure applies:

- a. Treat any potential or actual claim or lawsuit as a high priority item and immediately notify the Executive Office by phone.
- b. When utilizing the link to the Fraternity incident reporting form, note all relevant information.
- c. It is very important the claim or lawsuit be sent immediately. Forward the suit or incident report via email to:

Phi Alpha Delta Law Fraternity
c/o Andrew Sagan, Executive Director
Email: andrew@pad.org

GENERAL LIABILITY CLAIMS

General Liability claims can be numerous and usually arise out of activities of a chapter which cause bodily injury, property damage, or personal injury to an individual. They will more than likely involve damage or injury to someone other than an employee or an officer of the Fraternity.

While on the scene, get names, addresses and phone numbers of all parties involved if possible, as well as any witnesses to the accident. Immediately complete the online incident reporting form and submit. The form can be found online at <https://padlaw.site-ym.com/page/IncidentReportForm>.

What should be reported?

Report bodily injury of anyone other than an employee and any property damage for which there is the possibility of a claim may be made against Phi Alpha Delta Law Fraternity. Complete the enclosed incident reporting form which will provide the needed information regarding the claim.

If you question whether to report a potential claim, report it!

It is imperative all losses or incidents be reported immediately to Phi Alpha Delta Law Fraternity (see phone numbers and email below). The Executive Office of Phi Alpha Delta Law Fraternity is responsible for providing the initial report of the claim to Holmes Murphy (see phone numbers and address on below). Once the claim report is sent to Holmes Murphy you will likely be contacted directly by them or an insurance company representative to discuss the incident. If you are unable to obtain all necessary details when first notified of any incident, still report any known facts.

Success or failure of the Phi Alpha Delta Law Fraternity insurance program and our ability to obtain reasonably priced insurance is contingent upon accurate and timely reporting. It is incumbent upon you as a member of Phi Alpha Delta Law Fraternity to report all known facts regarding bodily injury, property damage, or personal injury arising out of Phi Alpha Delta Law Fraternity activities in a timely manner.

INCIDENT/CLAIM REPORTING

Phi Alpha Delta Law Fraternity

c/o Andrew Sagan, Executive Director

andrew@pad.org

410.347.3118

Anonymous Online Incident Reporting Form:

<https://padlaw.site-ym.com/page/IncidentReportForm>

Holmes Murphy

ATTN: Mary K Mashek, Claim Specialist

13810 FNB Parkway Suite 300

Omaha, NE 68154

Phone: 800- 736-4327 Ext. 5500

Fax: 800- 328-0522

mmashek@holmesmurphy.com

Alternate: Rob Meraz

Client Advocate, Ext. 4189

rmeraz@holmesmurphy.com

OTHER INSURANCE COVERAGE

Directors' & Officers' and Employment Practices Coverage: The Phi Alpha Delta Law Fraternity insurance program offers Directors' and Officers' Coverage to all recognized chapters; alumni associations, clubs or chapters; and parents clubs. Directors' and Officers' Coverage protects all directors, officers, volunteers, and the entity for claims arising out of the failure or negligence in carrying out their fiduciary duties of diligence, obedience and loyalty to the organization they serve as a Director and/or Officer. Claims covered under a Directors' and Officers' Liability Policy are claims for financial injury, not Bodily Injury or Property Damage of a third party (which are insured by the General Liability Coverage). In addition, the Directors' and Officers' Liability Policy provides Employment Practices Liability Coverage that protects the recognized chapters; alumni associations, clubs or chapters; and parents clubs from claims arising out of allegations of discrimination, harassment or wrongful termination in an employer/employee relationship. These claims are not covered under the General Liability or Workers' Compensation Policies.

Overview of the coverage is as follows:

Insurance Carrier: RSUI Indemnity Company

Policy Term: July 1, 2018 – July 1, 2021

Policy Number: NHP677411

Limit of Coverage: \$2,000,000

Deductible: \$5,000

APPENDIX

Event Planning Guide

Holmes Murphy Fraternal Practice

What Constitutes an Event?

This resource is based on the FIPG Guidelines. The goal of this document is to help you think critically about event planning. Please make sure you review the national/international risk management policy if there are additional rules or expectations around event planning.

The FIPG Guidelines apply when alcohol is present “while on chapter premises or during a Fraternity event, in any situation sponsored or endorsed by the chapter, or at any event an observer would associate with the Fraternity.”

Applying the “Reasonable, Objective Observer” Standard

The following factors are considered when determining whether an event could be considered an event by a reasonable, objective observer.

1. Is the event being hosted or planned by one or more members of the chapter and supported by the Chapter’s Executive Board? **Y** **N**
2. Is the event financed by the chapter and/or being hosted on chapter property? **Y** **N**
3. Is the event being hosted/planned by one or more members and supported by members? **Y** **N**
4. Does the Executive Board have prior knowledge of the event? **Y** **N**
5. Is the event listed or advertised on the chapter website or social media accounts [e.g. Facebook, Twitter, etc.]? **Y** **N**
6. Do online invitations refer to the organization [e.g. Facebook events]? **Y** **N**
7. Is the event listed on a chapter calendar [public or private]? **Y** **N**
8. Will the event be announced at a chapter meeting? **Y** **N**
9. Will members of the Executive Board be in attendance? **Y** **N**
10. Will the event be marketed over a chapter listserv? **Y** **N**
11. Are members attempting to rename the event in order to give the appearance that it isn’t associated with the chapter/fraternity? **Y** **N**
12. If guests were stopped on their way to the event, would they say they were going to a the “XYZ” event? **Y** **N**
13. Is the event actively or passively endorsed by a majority of the active chapter? **Y** **N**
14. Have members of the chapter lied about the event? **Y** **N**

Event Details

1. Who is planning the event?

- a. Organization: _____
- b. Name: _____
- c. Title: _____
- d. Email: _____
- e. Phone: _____

2. Name of event:

3. Location of event:

Rented Facility

Other: _____

4. Beginning time of event: _____ AM PM

5. Ending time of event: _____ AM PM

6. Purpose of event:

Recruitment

Socialize

Philanthropy

Other: _____

7. Which description below best describes the event? Check all that apply.

Dry event (no alcohol)

Member Event Only

Event with one fraternal organization

Fundraiser

BYOB

Member and Date Event

Event with more than one fraternal organization

Philanthropy

Third Party Vendor at a location

Guest list event

New member event

Sport

Third Party Vendor at chapter facility

Parent Event

Event with non-fraternal organization

Recruitment

8. The activities below could be considered high risk events. Does the planned event contain any of the following?

Bring your own gun (trap/skeet shooting)

Sky diving/ parasailing/bungee jumping

Boxing tournament

Building of temporary structures

Pools

Mechanical Bulls

Bounce Houses/Inflatables

Slip & Slides/Any other water feature

- “Warrior Dash” (creation of an obstacle course)/ “Color Run”/ “Zombie Run”
- Contact sports
- Other: _____
- Bonfire
- Tug-o-war
- Rock Climbing

9. Has any written contract or agreement been signed for any part of this event? Y N

If yes, please provide copy of contract/agreement.

10. Have contracts been signed with all Third-Party Vendors? Provide Company and Contact Person(s)

- Food caterer: _____
- Security guards: _____
- Bus/transportation company: _____
- Third party vendor: _____
- University facility: _____
- Hotel venue: _____
- Sports field: _____
- DJ: _____
- Band: _____
- Artist: _____
- Restroom and Waste Management: _____
- Other: _____

Making “BYOB” Events Work

[See [BYOB Checklist](#)]

1. Are there any university or Greek Life policies that deal with BYOB events on campus? Are there any university or Greek Life policies that deal with BYOB events off campus? If so, what do those policies say? [Do they require a specific check-in procedure? Do they limit the number of drinks a guest can bring?]

2. All members and guests must be “carded” at the door to verify their age. Who is checking members’ and guests’ IDs at the door?

- Chapter members
- The campus police provide someone to check IDs
- The chapter has hired a security company [see [Security Vendor Checklist](#)]

3. How are you marking the guests and members who are of the legal drinking age [i.e. 21 and over]?

- Wristbands that have been dated and marked for that event

Specific hand stamp that is unique to the event

Other [Describe]: _____

4. How many drinks will you allow each person of legal drinking age to bring to the social event?
FIPG recommends a limit of six standard drinks per member and guest [e.g. a 6-pack of beer, 4 wine coolers, etc.]

Beer: # _____

Wine Coolers: # _____

Malt Beverages: # _____

Liquor: # _____

5. How will you manage the service distribution center [i.e. the bar]? Where will the bar be located?

*It is recommended that you establish **one** centralized location [not a member's room] for checking in and distributing alcohol.*

6. Who will be assigned to work the bar?

Chapter members

The university provides someone to work the bar

The chapter has hired a vendor to work the bar

7. How many sober members will be assigned to work the bar? _____

8. How many drinks will a member or guest be permitted to take at a time? _____

9. How will members and guests check in and collect their alcohol?

Ticket System:

Each member/guest is given one ticket per drink s/he checks in at the party.

The tickets are personalized with the type of drink the guest brings [e.g. Miller Lite, Smirnoff Ice, etc.].

The name of the attendee is written on the tickets.

The member/guest's drinks are delivered to the central bar area by a member who is working the social event.

The member/guest redeems tickets [one at a time] for his/her drinks at the bar.

Punch Card System:

Each member/guest is given one punch card that has marks for each drink s/he checks in at the party.

The punch card is personalized with the type of drink the guest brings [e.g. Miller Lite, Smirnoff Ice, etc.].

The name of the member/guest is written on the punch card.

The member/guest's drinks are delivered to the central bar area by a member who is working the social event.

The member/guest's ticket is punched or marked at the bar each time s/he claims one of the drinks s/he brought.

Other [Describe]: _____

10. How will you monitor that members and guests are only drinking the alcohol they brought and checked in at the social event?

11. Will leftover alcohol be discarded or made available for pick up the next day by those who brought it to the event?

Planning a Third-Party Vendor Event

What is a Third-Party Vendor?

Examples of Third-Party Vendors include bars, restaurants, catering companies, hotels, etc. Third-Party Vendors are NOT individuals who work as bartenders or who are TIPS trained. A Third-Party Vendor must:

- Be licensed to sell and serve alcohol in your state, county, and/or city.
 - Have you obtained a copy of the license from the Vendor? **Y** **N**
- Have a minimum of \$1,000,000 of general liability and liquor liability insurance, and name the chapter as an additional insured, listing the chapter as a Certificate Holder.
 - Have you obtained a copy of the Vendor's Certificate of Insurance? **Y** **N**
- Agree to cash or credit, per drink sales only to individuals over the legal drinking age [i.e. a cash bar].
 - Have you reviewed the [FIPG Third Party Vendor Checklist](#) with the Vendor? **Y** **N**

Planning the Event

1. Are there any university or Greek Life policies that deal with Third Party Vendor events on campus? Are there any university or Greek Life policies that deal with Third Party Vendor events off campus? If so, what do those policies say? [Do they require a certain amount of insurance? Do they limit the type of alcohol that can be purchased?]

2. Have you reviewed your chapter's contract with the Third-Party Vendor? Ensure the contract is in compliance with the FIPG Guidelines and/or your National/International Risk Management Policy:

- The contract does NOT include drink specials for members/guests as part of the room rental fee.
- The contract does NOT include a set amount of free alcohol [e.g. 10 free pitchers, 40 free well drinks, two free drinks per member, etc.].
- The contract does NOT require a minimum amount of alcohol sales during the event.
- The contract does NOT provide free drinks for officers and organizers, or drink specials for all women.

3. All members and guests must be “carded” at the door [and again at the time of purchase] to verify their age. Who is handling this at the door?
 - The Third-Party Vendor [*Recommended*]
 - The chapter has hired a security company [see [Security Vendor Checklist](#)]
 - Chapter members

4. How are you marking the guests and members who are of the legal drinking age [i.e. 21 and over]?
 - Wristbands that have been dated and marked for that event
 - Specific hand stamp that is unique to the event
 - Other [Describe]: _____

5. Most Third-Party Vendors (TPV) will have a contract they ask you to sign. The contract with the Vendor [if requested] should:
 - Only be executed in the name of the chapter [e.g. Alpha Chapter of XYZ Fraternity]. Do NOT use the national/international organization’s name or the name of your local housing corporation to execute the contract.
 - Contractual indemnification language should be in favor of the chapter or at a minimum it should provide mutual indemnification. Think of it this way, if you hire a catering company that is responsible to check IDs and serve alcohol, the vendor should defend the chapter if they fail to do what they were paid to do, which results in a claim or lawsuit.
 - The Chapter should be added as an Additional Insured on a primary basis to each TPVs Liability and Auto. You should also obtain proof that Workers Compensation coverage is in place of their employees. This information should be verified through receipt of the actual endorsements or a Certificate of Insurance. If the TPV is being hired to provide and serve alcohol, you should also confirm they carry Liquor Liability coverage. In addition to Additional Insured status, each policy should be endorsed with a Waiver of Subrogation in favor of the Chapter.

Provide copies of all contracts and insurance information for your organization to review. You should also retain these records for a minimum of three years.

Building a Guest List

1. Are there any university or Greek Life policies that limit the number of guests per member for chapter events? If so, what do those policies say?
2. Do the math. FIPG recommends a suggested two guests per member at your events.
3. How many hours in advance will the guest list be closed? *It is recommended that the guest list be closed at least 24 hours prior to the event.*
4. Figure out how members will add names to the guest list using the following formula:

How many members do you plan to have at the event?

How many guests per member will you allow at the event? FIPG recommends a suggested two guests per member.

This is the total number of guests you can invite to your social event. The total number of attendees [members and guests] should not exceed fire code for your venue.

X

=

- Spreadsheet or Sign-Up List
 - Create a spreadsheet and allow members to add guests' names.
 - Bring the list to a chapter meeting, post it online, or hang it on a bulletin board in a chapter meeting room.
 - Each members' name should be on the list next to a blank space for each guest they're allowed to invite [e.g. two guests per member].
- Numbered Invitations
 - Distribute numbered invitations to each member to give to his guests.
 - These invitations should be printed professionally or created in a way so they can't be easily copied. Tickets cannot be sold or bartered.
 - Keep a list with each member's name on it and the numbers of the invitations they were given.
 - During the event, keep a sign-in sheet at the door and write the guest's name next to the invitation number as s/he turns in the invitation.
- Closed Facebook/Social Media Event
 - Create a closed [non-recurring] event with a specific start and end time.
 - Do NOT allow friends to extend the guest list.
 - Set the Privacy to "Invite Only."
 - A designated member should be set as the Host and administrator for the event.
 - Each member should submit the names of guests to the Host for invitation to the event OR the Host should designate a specific period of time during which members will be given access to add guests to the event.
- Other [Describe]: _____

Managing the Event

Theme

1. Does the event have a theme? **Y** **N**

If yes, what is the theme? Event themes should NOT be disrespectful or degrading to any person or population. When selected a theme, ensure it:

- Does NOT rely on the stereotypes of certain groups.
- Does NOT encourage offensive dress or costumes.
- Does NOT stereotype men or women.
- Is NOT sexist. If you're unsure, try interchanging the word/theme with a racial word/theme.
- Is NOT centered on making fun of a particular group of people, culture, or organization.
- Does NOT lend itself to members, associate/new members, or guests taking the theme to a place that is disrespectful or degrading.

Working the Door

1. Who is Working the Door?

- Chapter members
- The chapter has hired a security company [see [Security Vendor Checklist](#)]
- The Third Party Vendor [see [FIPG Third Party Vendor Checklist](#)]

2. Who is checking IDs?

- Chapter members
- The campus police provide someone to check IDs
- The chapter has hired a security company [see [Security Vendor Checklist](#)]
- The Third Party Vendor [see [FIPG Third Party Vendor Checklist](#)]

3. How are you marking the guests and members who are of the legal drinking age [i.e. 21 and over]?

- Wristbands that have been dated and marked for that event
- Specific hand stamp that is unique to the event
- Other [Describe]: _____

4. How many entrances will there be to the party (*It is safest to only have ONE entrance to the event*)? _____

Sobor Monitors

[see [Sober Monitor Resource](#)]

1. Who will be the chapter officer in charge for the event?)? _____

2. How many sober monitors will you have at the event? It is recommended that you have at least one sober monitor for every 15 attendees.)? _____
3. Who will serve as sober monitors for the event? _____
4. How will you identify sober monitors during the event? _____
5. What are the responsibilities of the sober monitors during the event?
 - Check members' and guests' IDs at the door to verify their age
 - Manage the guest list at the door
 - Mark the guests and members who are of the legal drinking age [i.e. 21 and over]
 - Monitor members' and guests' policy compliance
 - Other [Describe]: _____

Transportation

Please note: We do not endorse Designated Driver Programs for reasons outlined in our Designated Driver resource. We instead recommend taxis or buses that use professional drivers.

1. Will you provide transportation to and from the event? **Y** **N**
2. If so, how?
 - Licensed transportation vendor [e.g. charter bus]
 - Campus safe ride program
 - Pre-paid cab service
 - Designated driver program [see [Designated Driver Guidelines](#)]
 - Other [Describe]: _____

Construction/Decorations

1. Will there be any special construction/decoration for this the event? **Y** **N**
2. If yes, please describe persons and/or company performing construction and contact information:
 - a. Person/Company Name: _____
 - b. Contact: _____

Prevention Questions

1. Is this event planned to exceed five (5) hours in duration? **Y** **N**
 If so, please explain why this event will exceed five hours: _____

2. Will ample food, other than snacks and non-alcoholic beverages be available? **Y** **N**

If so, who will provide the food (please provide name and contact info)? _____

- 3. Are glass bottles prohibited from the event? **Y** **N**
- 4. Will this event involve any physical activity? **Y** **N**
- 5. Will doors to any nearby residential living be locked/secured during the event? **Y** **N**
- 6. Will you stop the service of alcohol at least one hour before the event ends? **Y** **N**
- 7. Will you select music that is NOT disrespectful or degrading to a particular group of people or culture? **Y** **N**
- 8. Will you ensure no man-made water feature [e.g. slip-and-slide, etc.] at the event? **Y** **N**
- 9. In compliance with the FIPG Guidelines, will you ensure there are no tables or paraphernalia within the event that are used for drinking games? **Y** **N**
- 10. In compliance with FIPG Guidelines, will you ensure the event does NOT involve strippers, exotic dancers, or similar, whether professional or amateur. **Y** **N**

Crisis Management Plan

[see [Crisis Management Plan](#)]

- 1. Do you have a crisis management plan in place for the event? **Y** **N**

If yes, please describe: _____

- 2. Will emergency services be readily available at the event? **Y** **N**
- 3. Who is in charge to contact emergency services?
 - a. Name/Title: _____
 - b. Contact Information: _____

- 4. If the need for assistance arises, who will be responsible for contacting:

- Emergency personnel
- Chapter President
- Chapter Advisor
- Fraternity Headquarters

University Officials

- a. Name/Title: _____
b. Contact Information: _____

Educational credit goes to FIPG, Pi Kappa Phi Fraternity, Indiana University and the North-American Interfraternity Conference for portions of this resource. No portion of this resource should be used for commercial purposes.

PHI ALPHA DELTA LAW FRATERNITY

ADDITIONAL INSURED REQUEST FORM

Chapter Name: _____

Your Name: _____

Your Address: _____

City, State, Zip: _____

Phone: _____

E-Mail Address: _____

Additional Insured's Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-Mail Address: _____

Date and Time of Event: _____

Description: _____

Email the completed form to:

Phi Alpha Delta Law Fraternity
c/o Andrew Sagan, Executive Director
email: andrew@pad.org

PHI ALPHA DELTA LAW FRATERNITY

ATHLETIC EVENT PARTICIPATION WAIVER

I, _____, a registered participant in the activity described below, sponsored by _____ Chapter of Phi Alpha Delta Law Fraternity, to be held on _____, understand and agree that I am participating in this event on my own free will and accord and that neither _____ chapter, nor Phi Alpha Delta Law Fraternity, nor its insurer(s) will share in or accept responsibility for any liability for bodily injury, property damage, medical expense or other loss that may arise from my participation in this event.

I further understand, agree, and have no expectation that _____ chapter, or Phi Alpha Delta Law Fraternity will provide any form of security or other measure of safeguarding for this event, as there is no reasonable expectation that such will be necessary.

I further understand and agree that this event is considered a “no-fault” event by me, as well as _____ chapter, and Phi Alpha Delta Law Fraternity and in the event of bodily injury, property damage, necessity of medical expenses or other loss, I agree to incur my own expenses without input or participation from _____ chapter, or Phi Alpha Delta Law Fraternity, or its insurer(s).

Activity Name

Guest/Participant Name (sign)

Chapter Representative (sign)

Witness (sign)

Witness (sign)

Date

This form should be only used for athletic events and completed for all participants. Chapters should keep the waiver forms for possible liability issues and record keeping purposes for five (5) years.

DEFINITIONS

Certificate of Liability Insurance: This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the General Liability policy. This certificate may be used to document the existence of coverages for chapters and regions. This document is not sufficient when a third party requests a certificate where they are named as an additional insured.

Certificate of Liability Insurance for an Additional Insured: This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the General Liability policy. This document specifically identifies a third party as being expressly covered under the General Liability policy for a specified period of time (i.e. an additional insured). This form of insurance certificate is often requested by facilities where chapters or regions are planning to hold events.

Special Event: Events other than those where Fraternity business is the primary purpose of the meeting are considered Special Events. In general, all special events are covered under the General Liability policy. However, there are specific events that have been deemed to be high risk. When these sorts of events are planned by chapters, approval from the Executive Office must be sought 30 days prior to the event date (See special events section in the manual).

General Liability Insurance: Coverage that pertains, for the most part, to claims arising out of the insured's liability for injuries or damage caused by ownership of property, manufacturing operations, contracting operations, sale or distribution of products, and the operation of machinery, as well as professional services.

Director's & Officer's Liability Insurance: Offers directors and officers protection from personal liability and financial loss arising out of wrongful acts committed or allegedly committed in their capacity as officers and/or directors.

Aggregate Limit: A limit in an insurance policy stipulating the most it will pay for all covered losses sustained during a specified period of time, usually one year. Aggregate limits are commonly included in liability policies and apply on a per chapter location basis.

Occurrence: An accident, including continuous or repeated exposure to substantially the same general, harmful conditions.

Claim: An incident where the injured party is making a demand for compensation under the terms of an insurance contract.

Incident: An occurrence involving bodily injury to a member or guest that does not result in a formal claim. All incidents must be reported when discovered due to possibility of them becoming a claim.

Bodily Injury: Injury to the body, sickness or disease sustained by a person, including death resulting from any of these at any time.

Property Damage: Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.