



## Alcohol Use Information and Servers Policy

Alcohol may be served at events held on the Dry Floor in the Hopkins Pavilion. Organizations and individuals must comply with all Federal, State and Municipal laws and ordinances relating to alcohol.

Organizations and individuals must also comply with the guidelines stated in this policy.

### Who can serve the alcohol?

To determine who can serve the alcohol, please answer the following questions:

1. Are you charging admission to your event or selling tickets?
2. Is this event a fundraiser?
3. Will you have a cash bar?
4. Is your event open to the public?

**If you answered yes** to any of these questions you **must** hire a caterer with a state liquor caterer's license. They must furnish the Hopkins Pavilion with a copy of their state liquor catering license and their certificate of insurance. Please note that food-catering companies that subcontract the alcohol service are not acceptable, they do not have a state liquor caterer's license.

The only exception is a local agency or organization that sponsors an event, applies for a temporary liquor license 45 days prior to the event, and can show proof of a certificate of liquor liability insurance for \$1,000,000 of aggregate coverage with the City of Hopkins as co-insured.

**If you answered no** to all of these questions and are having an **invitation only** event you may buy and serve beer, wine, and champagne yourself. However, the event must comply with the following conditions:

### Certificate of Insurance

A certificate of insurance must be provided, which you can get from your agent, or a copy of your homeowner's policy binder with proof that the insurance is current. Your insurance must cover a minimum of \$300,000 personal liability. Event insurance can also be purchased thru TULIP; coverage for most events is between \$75 and \$150 depending on size and type of event. For more information on how to purchase event insurance please contact staff at the Hopkins Pavilion.

### Alcohol Service Fee

If an organization/individual is serving the alcohol or using a liquor caterer you will need to pay a \$50.00 fee. This fee provides an additional Pavilion attendant to aide in the monitoring and cleaning of the facility. Additional fees may be added to the Alcohol Service Fee if increased security is deemed necessary by the Pavilion Manager in order to execute this policy. Any additional fees will be stated and explained in rental agreement. **Exception:** The alcohol service fee does not need to be paid at events where a commission from alcohol sales is being paid to the Pavilion.

### Damage Deposit

At all events where alcohol is served a damage deposit of \$200.00 is required. Any damage deposit deductions will be at the sole discretion of the Pavilion Manager.

# HOPKINS PAVILION

## Alcohol Servers Policy

### I. PURPOSE

- 1.01 The purpose of this directive is to set forth policies for alcohol service at the Hopkins Pavilion/Ice Arena (Pavilion).
- 1.02 These policies are intended to assure compliance with all Federal, State, and Municipal laws and ordinances regarding alcohol service at the Pavilion.
- 1.03 While other legal options may exist to serve alcohol at the Pavilion this policy intentionally limits the options available in regards to alcohol service to control legal compliance and administrative costs.
- 1.04 Definitions- For the purpose of this policy, the following definitions shall apply:
- **Direct Monetary Exchange** – Paying alcohol server cash for an alcoholic beverage, i.e. “cash bar”.
  - **Indirect Monetary Exchange** – An individual receives alcoholic beverages by purchasing the alcoholic beverages indirectly. The clearest example would be the purchase of drink tickets and then exchanging the tickets for beverage service. Another example would be the purchase of a single ticket for an event that includes the cost of the alcohol service so the patron makes no direct exchange to the server.
  - **Implied Monetary Exchange** – This exchange takes place when the public or guests are invited to an event in which the expectation of the event sponsoring group/individual is that the guest will make a donation. Typically a fundraising event, the guest makes no direct monetary exchange with the server, but the alcoholic beverages are paid for through the donations of the guests.
  - **Sale of Alcoholic Beverages**-The sale of alcoholic beverages shall include all **Direct, Indirect,** and **Implied** monetary exchanges for alcohol.

### II. GENERAL-APPLIES TO ALL EVENTS IN WHICH ALCOHOL IS SERVED

- 2.01.1 All organizations/individuals serving alcohol must follow the established Pavilion alcohol service policy and guidelines/rules attached to your rental agreement.
- 2.01.2 All renting organizations/individuals and alcohol providers distributing and/or consuming alcohol in the Pavilion must comply with and abide by all Federal, State, and Municipal laws and ordinances.
- 2.01.3 Alcoholic beverage service will begin no earlier than 8:00 am and will end no later than 12:00 am.
- 2.01.4 Violations of the rules set forth in this policy may result in immediate ejection from the Pavilion, denial of future rental, cancellation of future rental dates, and loss of damage deposit. Penalties for rule violations are at the sole discretion of the Pavilion Manager.
- 2.01.5 Payment of an **Alcohol Service Fee**-If an organization/individual are serving the alcohol or using a liquor caterer you will need to pay a \$50.00 fee. This fee provides an additional Pavilion attendant to aide in the monitoring and cleaning of the facility. Additional fees maybe added to the Alcohol Service Fee if increased security is deemed necessary by the Pavilion Manager in order to execute this policy. Any additional fees will be stated and explained in rental agreement. **Exception:** The alcohol service does not need to be paid at events where a commission from alcohol sales is being paid to the Pavilion.

2.01.6 At all events where alcohol is served a **Damage Deposit** of \$200.00 is required. Any damage deposit deductions will be at the sole discretion of the Pavilion Manager.

### III. SALE OF ALCOHOLIC BEVERAGES

3.01 When an organization/individual or Pavilion management chooses to include the sale of alcoholic beverages with an event, the organization/individual or Pavilion management must use one of the following methods:

3.01.1 Use of services of a designated Pavilion liquor provider.

3.01.2 Choose a caterer that's been approved by Pavilion management by meeting all of the following criteria:

- Furnished the Hopkins Pavilion with a copy of their **State Liquor Catering License**. The company catering the event must hold the State Liquor License; they may not sub-contract the liquor service to another company. Note: most catering companies must serve food in order to be able to serve alcohol.
- Furnish the Hopkins Pavilion with a copy of their **Certificate of Insurance**.
- A representative from the organization/individual renting the Pavilion and the company catering the event reviews this policy and the guidelines provided to them by Pavilion management.

3.01.3 Get sponsorship from or qualify as a Hopkins based non-profit organization(s) that meets the following criteria:

- The Hopkins non-profit organization must be sponsoring the event. This must clearly be established in the rental agreement and on any promotion or media published for the event.
- Application to the city for a **Temporary Liquor License** is submitted at least forty-five days prior to the event.
- Furnish a **Certificate of Liquor Liability Insurance** that shows the sponsoring organization(s) name(s) and the City of Hopkins as co-insured and provides \$1,000,000 of aggregate coverage.
- A representative of the event reviews this policy and the guidelines provided to them by Pavilion management.

3.02 The Pavilion management reserves the right to negotiate a commission from alcohol beverage sales for events held at the Pavilion by organizations/individuals as described by the following criteria:

- The event is promoted and sponsored by a for profit organization/individual and no charitable use from proceeds of the event has been established.
- Event is open to the public.
- The sale of alcohol beverages are sold by methods described in sections 3.01.1 and 3.01.2.
- A **Direct or Indirect Monetary Exchange** for alcoholic beverages is planned for the event.

### IV. SERVING ALCOHOL WITH NO MONETARY EXCHANGE

4.01 An organization/individual or Pavilion management may engage in serving alcoholic beverages at an event or activity if the following criteria are met:

- No beverages containing more than 20% alcohol may be served.
- The event is by invitation only, not open to the public.
- There is no direct, indirect, or implied monetary exchange for alcohol.

- Organizations/individuals must provide a Certificate of Insurance naming the City of Hopkins as additionally insured or proof of current homeowners insurance with a minimum of \$300,000 personal liability.
- A representative of the event reviews this policy and the guidelines provided to them by Pavilion management.

## **V. GUIDELINES AND RULES FOR THE SERVICE AND USE OF ALCOHOLIC BEVERAGES**

5.01 The purpose of this section is to outline the guidelines and rules for the serving and use of alcoholic beverages in and on the grounds of the Hopkins Pavilion/Ice Arena. We will expect all organizations/individuals and alcohol servers to comply with these guidelines.

1. Alcohol serving and consumption may only take place inside the Pavilion. The consumption and serving of alcohol is prohibited outside the Pavilion without proper approval from the City of Hopkins.
2. Distribution and consumption of alcohol must comply and abide by all Federal, State, and Municipal laws and ordinances.
3. Alcoholic Beverage service and consumption will begin no earlier than 8:00 am and end no later than 12:00 am.
4. Glass containers are not prohibited, but not recommended. If possible use non-breakable containers.
5. **No Smoking Allowed-** The Hopkins Pavilion is a non-smoking facility.
6. Food and beverages must be kept in the area or room rented for the event or activity.
7. Violation of the rules set forth in this policy may result in the denial of future rental, requests, cancellation of future reserved space at the Hopkins Pavilion, and forfeiture of a portion or all of the damage deposit.

# HOPKINS PAVILION

## Food Catering Guidelines

1. The concession/kitchen at the Hopkins Pavilion is intended for catering or concession purposes only. Limited cooking only, no ovens are provided or can be used. Grills are allowed but must be supervised at all times when in use. There is a fee for use of the concession/kitchen.
2. Catering areas must be left in a clean condition following each event. All refuse must be removed and placed in the trash containers located at the north side of the Pavilion.
3. Caterers are responsible for all table coverings. Caterers are also expected to provide all plates, silverware, and glassware for tables.
4. All loading and unloading must be done in the designated loading zone. The loading zone is not a parking area. All trucks must be unloaded and then parked in a designated parking zone.
5. All pre-event deliveries of supplies must be approved by and arranged with the Pavilion staff.
6. Supplies must be removed by the rental end time unless otherwise arranged with the Pavilion staff.
7. The Hopkins Pavilion and the City of Hopkins are not responsible for articles left unattended.
8. The Hopkins Pavilion reserves the right to coordinate and determine the number and placement of catering stations in the lobby or other common use areas.
9. The Hopkins Pavilion is a non-smoking facility. The caterer's employees will abide by this policy and smoke only in the designated smoking area.
10. Renting Organizations/Individuals that wish to bring bagged or boxed lunches or commercially prepared trays do not have a fee. If the Renting Organization/Individual would like to use the kitchen when serving previously prepared food they may rent the kitchen for a fee.
11. The caterer shall comply with all laws and regulations related to the preparation and disposal of food and shall procure at its expense all permits and licenses required by law or regulation for the operation of catering services. **The caterer will furnish the Hopkins Pavilion with a copy of these permits or licenses if requested by Pavilion Management.**
12. The caterer agrees that it will at all times have, and keep in force, at its expense, workers' compensation and employers' liability, automobile liability, and professional liability insurance covering any injury caused by any act or omission on the part of the caterer in the performance of or with relation to any of the work or services provided to be performed or furnished by the caterer. **The caterer will furnish the Hopkins Pavilion with a copy of its certificate of liability insurance if requested by Pavilion Management.**
13. The caterer shall be deemed to be an independent contractor and not an employee of the Hopkins Pavilion, or the City of Hopkins. Any and all agents, servants, or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the Hopkins Pavilion, or the City of Hopkins, its agents, servants, employees or other persons, shall in no way be the obligation or responsibility of the Hopkins Pavilion, or the City of Hopkins. The contractor, its agents, servants, or employees shall be entitled to none of the rights, privileges or benefits of the Hopkins Pavilion or the City of Hopkins.
14. The caterer further agrees to defend and hold harmless, the Hopkins Pavilion and the City of Hopkins, from any claims, demands, actions or causes, or action arising out of any performance of or with relation to any of the work or services provided to be performed or furnished by the caterer under the terms of this agreement.



## **HOPKINS PAVILION ALCOHOL POLICY AGREEMENT**

**I have read and understand the Hopkins Pavilion alcohol policy. I agree to comply and abide by all policies and will require participants of this activity to do so also. I will personally be in attendance throughout the time of my event or activity and/or while participants of the event or activities are in the Hopkins Pavilion.**

**I agree to provide Proof of Insurance and pay any applicable fees in addition to the \$50.00 Alcohol Service Fee.**

**This page needs to be signed and returned to the Pavilion as part of the rental agreement in order to be approved for alcohol use at the Hopkins Pavilion.**

Event/Activity Representative \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**AND**

Catering/Liquor Provider Representative \_\_\_\_\_ Date \_\_\_\_\_  
(If applicable) (Signature)

\_\_\_\_\_  
(Print name)