

ALCOHOL RESPONSIBILITY AGREEMENT

Legal Name of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Time of Use of Facility: \_\_\_\_\_ Time of Service of Alcohol: \_\_\_\_\_

Planned Activity: \_\_\_\_\_

The undersigned, being 21 years of age or older and desiring to entertain undersigned and undersigned's guests at the Knotty Pine Venue, LLC facilities ("Facilities"), acknowledges that the operator of Knotty Pine Venue, does not have a license or permit for the services of alcoholic beverages at the Facilities. Therefore, if the undersigned's planned activity includes the service of alcoholic beverages at the Facilities, the undersigned agrees to the requirements and individual responsibility with respect to the service of alcoholic beverages as set forth below.

1. Will the undersigned be charging guests (whether an admission fee or charge for alcoholic beverages) or requesting donations that will be used directly or indirectly for the cost of alcoholic beverages or food? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes" – Undersigned CANNOT serve alcoholic beverages at Facilities UNLESS undersigned has obtained and presented to Knotty Pine Venue, LLC the applicable Class C Special Events License from the Iowa Alcoholic Beverages Division and provided Knotty Pine Venue, LLC with a certificate of insurance for dram shop liability insurance coverage with limits of NO less than \$500,000.00 and listing Knotty Pine Venue, LLC, as additional named insured's. This documentation must be provided to Knotty Pine Venue, LLC ONE WEEK PRIOR to the event or the event will be cancelled. Undersigned shall strictly comply with the requirements of a licensee or permittee under the Alcoholic Beverage Control Act of the Code of Iowa.

If "No" – Please answer the following question:

Will undersigned be serving beer or wine only, or will undersigned also be serving liquor? (Check the applicable box).

Beer and Wine ONLY will be served \_\_\_\_\_

Liquor will be served \_\_\_\_\_

IF BEER AND WINE ONLY: Undersigned agrees that undersigned shall ONLY serve beer and wine, that such beverage shall ONLY be served to undersigned's guest, and that undersigned shall strictly comply with the following requirements:

- i. No alcoholic beverage shall be served or supplied to any person under 21 years of age. Undersigned shall exercise reasonable care to ascertain whether a person is under 21 years of age.
- ii. No alcoholic beverage shall be served an intoxicated person, or one simulating intoxication.
- iii. Undersigned shall not have a person under the age of 18 years of age involved in serving alcohol.
- iv. Undersigned shall not keep on the premises any alcoholic beverages in any container except the original package purchased, or reuse any container originally used for packaging any alcoholic beverage.
- v. The undersigned agrees that liquor SHALL NOT be dispensed or made available to any person during the undersigned's use of the Facilities.

IF LIQUOR WILL BE SERVED: Undersigned agrees that undersigned shall obtain and present to Knotty Pine Venue, LLC the applicable Class B or Class C License WITH catering privilege from the Iowa Alcoholic Beverages Division of provide Knotty Pine Venue, LLC with a certificate of insurance for dram shop liability insurance coverage with limits of NO less than \$500,000.00 and listing Knotty Pine Venue, LLC, as additional named insured's. This documentation must be provided to Knotty Pine Venue, LLC ONE WEEK PRIOR to the event or the event will be cancelled. Undersigned MUST serve food at the event in order to comply with the license requirements. Undersigned shall strictly comply with the requirements of a licensee or permittee under the Alcoholic Beverage Control Act of the Code of Iowa. In addition, the undersigned agrees that the beverages shall ONLY be served to the undersigned's guests.

2. The undersigned shall comply with, and assure all other persons' compliance with, Facilities' rules as contained in this Agreement and as posted at the Facilities, and all Federal, State and local laws and ordinances. In addition, to the extent applicable, the undersigned shall comply with the requirements of the Alcoholic Beverage Control Act of the Code of Iowa.
3. The undersigned, being of legal and in consideration of the opportunity to use the Facilities and to participate in the activity identified above, hereby agrees to assume full responsibility for any risk associated with or resulting from such activity and further agrees to indemnify and hold harmless Knotty Pine Venue, LLC, their owners, managers, employees, agents, and representatives (the "Released Parties"), from all risks associated with or resulting from the undersigned's use of the Facilities and further agrees to indemnify and hold harmless the Released Parties from any and all claims, causes of action, demands, liabilities, damages, and expenses (including reasonable attorney fees) of any kind, resulting from or relating in any way to: (a) the undersigned's use of the property (whether such use is by the undersigned, its guests, invitees, permittees, licensees, or trespassers); the service or consumption of alcoholic beverages as Facilities; the undersigned's violation of this Agreement; any damage or injury suffered by any person or property in any way connected with the undersigned's use of the facilities, service or consumption of alcoholic beverages, or any activity taking place at Knotty Pine Venue, LLC facilities. THIS RELEASE INCLUDE, BUT IS NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.

Agreed by Undersigned: (Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Off-Duty Officer Security Arranged: (Name): \_\_\_\_\_ on Date of: \_\_\_\_\_

**Mail to: Knotty Pine Venue, LLC, 1370 Highway 169, Winterset, Iowa, 50273**