

CENTRAL UNION CHURCH

ALCOHOL POLICY

Applicability: All Alcohol Use on the grounds of Central Union Church (CUC)

This alcohol policy will govern all alcohol located, consumed, served, or sold on the CUC property to include the confines of the Central Union Church Preschool and Kindergarten (CUPS).

CUC Internal Organizations vice External Organizations or Individuals

Internal organizations that are part of the Church, e.g., the Church Council, Ministries, Committees, CUPS, and other authorized church organizations are defined as internal organizations and as such are part of CUC. These CUC internal organizations have differing rules and have the authority to provide alcohol for consumption or sale.

Persons acting as individuals (Wedding Host, Anniversary, Birthday events) and or an organization external to CUC are subject to all rules contained within this policy.

“Host” is defined as the person responsible for the event at CUC that will involve Alcohol.

General Rules for Use of Alcoholic Beverages

1. Host shall be responsible for sharing these Rules with anyone serving alcoholic beverages at Host’s event, prior to any service or use of alcohol. Host shall be personally and legally responsible for ensuring control of Host’s function to assure that these Rules and all state laws and regulations are followed.
2. Sale of alcoholic beverage of any kind is strictly prohibited. Host shall not serve or provide alcoholic beverages at any event for which attendees have paid a fee to attend. CUC internal organizations may sell and or charge admission to events where alcohol will be served or sold. Any sale of alcoholic beverages must comply with any state or local licensing rules.
3. Alcoholic beverages shall only be served by persons; designated by Host who are at least twenty-one years of age, and who know and agree to abide by these Rules. Alcoholic beverages must be served by the designated server(s). The beverage area must be monitored and tended by the designated server(s) at all times.
4. Opened champagne, wine, beer and sake bottles with contents in them must remain at the designated “event” area at all times and may not be removed from the area until the conclusion of the event.
5. Champagne, wine, beer and sake may be served. Hard liquor is completely prohibited on CUC premises.
6. Whenever alcoholic beverages are served non-alcoholic beverages must also be available.
7. Host shall be responsible for controlling participation at the event to persons invited to participate in the event. CUC internal organizations may advertise and or invite the general public to events where alcohol is served or sold.
8. Individuals attending functions at CUC at which alcoholic beverages are served are prohibited from bringing their own alcoholic beverage.
9. Any alcoholic beverages consumed shall be consumed on the CUC premises. Individuals are not allowed to take any open containers of alcoholic beverages off the premises. All partially consumed alcohol must be either re-sealed/re-corked/and unopened containers of alcohol returned to hosts. CUC internal organizations may sell alcohol that may be removed from the premises if it has not been opened.
10. Serving of all alcoholic beverages must be terminated at 9:00pm or at least 15 minutes before the conclusion of the function, whichever is earlier. Drinks of alcoholic beverages shall not be

“stacked” by serving multiple drinks to the same person at the same time, or in close proximity, without sufficient time for him/her to consume a drink served earlier.

11. Host shall not advertise that their event is open to the general public. CUC internal organizations may advertise and open up the event to the general public in which alcohol will be served or sold.
12. Host must notify CUC immediately of any damage or accident related to serving, use or consumption of alcoholic beverages. Contact the Church office at xxx-xxx-xxxx or the custodian at xxx-xxx-xxx .

Violations and Liability

Host’s duties of Defense and indemnification of CUC as stated in the Facilities Agreement include any and all claims for injuries or damages arising from serving, use or consumption of alcoholic beverages during Host’s event. If CUC learns of any violation of these rules, state laws or regulations regarding alcoholic beverage use, CUC can cancel all activities or functions by Host, remove alcoholic beverages, retain the security deposit and impose a charge up to \$1,000 for violation of these rules. This section is not applicable to CUC internal organization.

These rules have been developed to govern any use of alcoholic beverages on Central Union Church “ CUC “ premises. Host person signing the facilities agreement agrees that it’s employees; members, agents and any other person Host invites or allows to participate in Host’s event at CUC shall comply with these rules.

Prior Written Approval Required

Any host request to serve or consume alcoholic beverages on CUC premises must be submitted in advance with details of the proposed service or use of alcohol. No approval of alcohol use shall be valid unless an authorized member of CUC, in advance of the use or consumption of alcohol, signs this document. Requests shall be submitted to the CUC office.

CUC internal organizations will ensure that fundraisers have been vetted IAW with the CUC council by-laws. Planned events will be described, scheduled, and approval granted when put on the church calendar.

Compliance with all laws and regulations

Host shall be responsible for understanding and abiding by all existing laws and regulations regarding service and consumption of alcoholic beverages. These laws and regulations include but are not limited to the following:

1. It is unlawful to consume alcoholic beverage on any public highway or any public sidewalk.
2. It is unlawful to furnish alcoholic beverages to: any person under twenty-one years of age; any person under the influence of alcohol; any person known to be addicted to excessive use of alcohol; or any person for consumption of alcohol in any vehicle on the premises.
3. It is unlawful to permit the service of alcoholic beverage by any person eighteen to twenty years of age, except where such serving is a part of that person’s employment and proper supervision is available to ensure that the minor does not consume any alcohol.
4. It is unlawful for alcoholic beverages to be served by a person below the age of eighteen.
5. It is unlawful to deliver or give any alcoholic beverage to a minor, or to allow a minor to consume or possess any alcoholic beverage while on the Premises.

ALCOHOL POLICY

No hard liquor is permitted on CUC premises, in the parking lot, adjacent sidewalks or perimeter of Church property. Hosts who wish to serve wine, sake, beer, or champagne at an event must understand the following requirements must be met before event occurs:

- A. Must read this policy and sign the agreement saying you have read and will follow the policy.
- B. Must provide an insurance statement indicating you or your group is covered for the event for at least Five Hundred Thousand Dollars (\$500,000), naming CUC as additional insured. (Not required for CUC internal organizations.
- C. Must provide food when alcohol is being served.

I have read and agree to abide by and enforce CUC's Alcohol Policy.

Signature

Date/Phone#

Print name

Organization (as applicable)

CENTRAL UNION CHURCH
1660 S. Beretania St.
Honolulu, HI 96826
Ph. (808) 949-0957

HOLD-HARMLESS AGREEMENT
(Not Applicable to CUC Internal Organizations)

1. **ASSUMPTION OF RISK:** I / WE, _____, the requesting individual, group or organization, represent that I and/or my members are aware of the scope, nature and extent of risks involved in the requested use of the Church facility. I and/or my members voluntarily and freely choose to incur any and all such risks and dangers.

2. **EXEMPTION FROM LIABILITY:** I represent that I and/or my members are familiar with the provisions of this HOLD-HARMLESS AGREEMENT and fully understand its meaning and EFFECT. I and/or my members hereby fully and forever discharge and release Church, its Pastor, officers, agents, employees, representatives, successors or assigns, from any and all liability, claims, demands, actions, causes of action whatsoever arising out of any damage, both in law and inequity, in any way resulting from death, personal injury, property damage or loss, or any other loss sustained that I and/or my members claim out of the use of the facility of Church or any of its associated activities. **Exemption from liability in this provision includes loss, damage or injury resulting from the negligence of Church, its Pastor, officers, directors, agents, employees, staff, volunteers, members successors, assigns or from any other cause of causes.**

3. **COVENANT NOT TO SUE:** I and/or my members agree not to institute any suit or action at law or equity, otherwise against Church, its Pastor, officers, agents, employees, representatives, successors or assigns and/or not to initiate or assist the prosecution of any claim for damage, or cause of action, which I and/or my members, our heirs, executors, administrators, successors or assigns hereafter may have by reason of death, injury or loss to myself and/or my members or other persons being on Church property arising from the use of any of its associated activities.

4. **INDEMNITY AGREEMENT:** I and/or my members agree for ourselves and our heirs, executors, administrators, successors, or assigns to indemnify and hold harmless Church, its Pastor, officers, agents, employees, staff, volunteers, members, successors, assigns or from any and all losses, claims, actions or proceedings of any kind which may be initiated by myself and/or my members and/or any other person group or organization arising from the use or any of its associated activities. **This includes reimbursement of all legal costs and reasonable counsel fees incurred by Church or other indemnified parties, for the defense of any such action which may arise directly or indirectly from the use of the facility of Church.**

5. **CONTINUATION OF OBLIGATION:** I and/or my members agree and acknowledge that the terms and conditions of the above provisions shall be binding upon our heirs, executors, administrators, successors or assigns.

Print name of individual, organization or group

Date

Authorized signature _____

Telephone _____

Address, City, State, Zip Code _____

FACILITIES USE RESERVATION APPLICATION

Name of Organization or Individual _____

Name and Title of Organizational Representative _____

Email Address for Organizational Representative or Individual _____

Street Address (No Post Office Box Address) _____

Mailing Address (if different from above) _____

Contact Phone No. _____ Alternative No. _____ FAX No. _____

Nature/Type of Activity Proposed _____

(brief description) _____

Participants will be (check all that apply): Adult ____ Teenager ____ Adolescent ____ Infant/Toddler ____

Number of Participants Attending: _____

(Note: maximum occupancy for theater style sitting, 120 for sit-down dinner)

Date(s) Requested for Your Activity _____

Time: From _____ AM/PM To: _____ AM/PM

Include time for set up and clean up. All campus activities will conclude at 10:00pm, including clean up.

Room Preference: 1st Preference _____

2nd Preference _____ 3rd Preference _____

of Chairs requested: _____ # of Tables Requested: _____ Other needs: _____

We do not provide music and/or sound system equipment. You are allowed to bring in your own system which should be appropriate and of reasonable size and power in relation to the room area.

This venture is (circle one): commercial non-profit individual

Fee charge (if any) per participant: _____

Make sure you read our Facilities Agreement, available from our office. The Agreement must be signed by an authorized official of the organization, or by the individual for an individual request. Any proposed facility use is subject to approval by the Church. Your application is not approved unless the Agreement is signed by both parties and you provide the Church any requested payment and security deposit.

PLEASE SIGN THE ATTACHED "HOLD HARMLESS DOCUMENT" UPON COMPLETION OF THIS APPLICATION.

DRAFT

IMPORTANT NOTICE: NO ALCOHOLIC DRINKS ALLOWED UNLESS OTHERWISE ARRANGED AND APPROVED.

Kitchen Use Requested.

SUBMITTED BY: _____ DATE: _____
(Applicant/Authorized Organization Representative)