



CSUSM CORPORATION VENDOR AGREEMENT BETWEEN CSUSM CORPORATION AND TRANSPORTATION VENDOR

- READ THIS CAREFULLY BEFORE SIGNING -

Vendor (Doing Business As) Name: _____

Vendor Legal Name: _____

Vendor Mailing Address: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ e-Mail Address: _____

Vendor Business License Number: _____

Information in this AGREEMENT is provided for:

- Single location/Private Operated Single location/ Franchise Single location/Chain
- Multiple locations/Private Operated Multiple locations/ Franchise Multiple locations/Chain

Actual Business Location(s): _____

Vendor Web Address:* _____

Catering Contact Name:* _____

Phone Number:* _____ e-Mail:* _____

This AGREEMENT is entered into between _____, hereafter referred to as "Vendor", and the California State University San Marcos Corporation (CSUSM Corporation), on behalf of the State of California, The California State University, the Trustees of The California State University, The California State University San Marcos (CSUSM), the California State University San Marcos Corporation (CSUSM Corporation), The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and the officers, employees, related entities, agents and duly authorized volunteers individually and collectively, hereafter referred to as "University." The purpose of this agreement is to facilitate and provide the opportunity for additional transportation options to the University.

The TERM of this AGREEMENT is for a one year period beginning on July 1, 2013 and ending on June 31, 2014.



*(This information is posted online as contact information for CSUSM Approved Vendors.)

SCOPE OF AGREEMENT: Provide transportation services to the University. This AGREEMENT and designation as a CSUSM Approved Vendor in no manner guarantees or gives any implied guarantee of work with the University. Further the University reserves the right to remove this designation of CSUSM Approved Vendor at any time, from any Vendor who is not fully in compliance with this AGREEMENT and/or the Transportation Vendor requirements for Cal State San Marcos. **EXHIBIT "A"**

SERVICE LOCATIONS: All locations as designated, as well as the campus of California State University San Marcos; including the Temecula campus location, the CSUSM Corporation offices and the CSUSM President's residence.

1 Indemnification and Hold Harmless from Liability

Vendor shall defend, indemnify and hold harmless the State of California, The California State University, the California State University San Marcos (CSUSM), the California State University San Marcos Corporation (CSUSM Corporation), the California State University San Marcos Foundation (CSUSMF), the Associated Students, Inc. (ASI), and each of their trustees, employees, officers, agents, and duly authorized volunteers individually and collectively from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to CSUSM's or CSUSM Corporation's property); or (ii) injury to or death of any person (including but not limited to any employee of CSUSM or CSUSM Corporation); which results from or arises out of negligent or willful acts or omissions of Vendor, its officers, agents and employees, in the performance of this Agreement.

This indemnification obligation shall survive any other contractual obligation and shall not be limited by any term of any insurance policy.

2 Waiver of Transfer of Rights of Recovery

Vendor waives all rights against the University for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of this AGREEMENT. Further that similar waivers by Subcontractors and Sub-Subcontractors will be required and provided. Vendor agrees that all insurance policies required hereunder shall permit and recognize such waivers of subrogation. Vendor agrees to, and shall add A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement to Vendor's coverage and certificate of insurance in compliance with the requirements of this AGREEMENT.

3 Current Licenses, Permits, Certifications and Insurance

Vendor shall make every effort to provide the highest quality services pursuant to this AGREEMENT.

Vendor agrees to maintain in good order Vendor's professional and business licenses, permits, certifications and insurance coverage, and to abide by all legal and ethical requirements applicable to Vendor's business. Additionally Vendor shall not violate nor suffer to be violated, any federal or state law, local ordinance, or rule or policy of the University. Vendor agrees that all services provided under this AGREEMENT shall be in accordance with currently approved methods and practices of Vendor's business in the State of California and in accordance with all Transportation Vendor Requirements for Cal State San Marcos. **EXHIBITS "A"** (attached)

General Liability Insurance - Vendor agrees to procure and maintain during the term of this AGREEMENT

general liability insurance in an amount:

- Not less than \$1,000,000 per occurrence
- Not less than \$2,000,000 aggregate, and to include bodily injury, personal injury and property damage
- Not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for Products/Completed



Commercial Vehicle Liability Insurance - Vendor shall also procure and maintain during the term of this AGREEMENT commercial vehicle liability insurance for Any Auto with a limit of not less than of \$5,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$5,000,000.00 for each accident, and property damage insurance in an amount not less than \$5,000,000.00.

Workers' Compensation - Vendor shall further secure payment of Workers' Compensation to vendor's employees in accordance with Labor Code Section 3700 et seq.

The Certificate Holder on the certificate of insurance shall be named and listed exactly as follows:

"California State University San Marcos Corporation
333 S. Twin Oaks Valley Rd., San Marcos, CA 92096"

Vendor agrees to and shall add and provide proof of the following four (4) endorsements to the Vendor's liability insurance, in compliance with the requirements of this AGREEMENT:

1. **Vendor shall add the University as an Additional Insured to the Vendor's Certificate of Insurance. In the Schedule of the additional insured endorsement, and in the Schedule of all other required endorsements (except 4.), this verbiage shall be added exactly as follows:**

"The State of California, The California State University, The Trustees of the California State University, The California State University San Marcos (CSUSM), The California State University San Marcos Corporation (CSUSM Corporation), The California State University San Marcos Foundation, The Associated Students Incorporated at Cal State San Marcos, and each of their trustees, employees, officers, agents, and duly authorized volunteers individually and collectively ("University") are named additional insured, except for professional liability and workers' compensation insurance."

Vendor shall add and provide proof of three (3) other endorsements to the Vendor's Certificate of Insurance, in compliance with the requirements of this AGREEMENT. These three endorsements will be provided with the exact verbiage as required and provided herein:

2. **Insurance as Primary Endorsement** - *"This insurance shall be primary as respects the University, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University shall be in excess of this insurance and shall not be called upon to contribute with it."*
3. **Waiver of Rights of Recover Endorsement** - *"The insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss."*
4. **Notice of Cancellation Endorsement** - *"Should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions to CSUSM Corporation."*

Vendor's insurance must be placed with Insurers with a current A.M. Best's rating of no less than A:VII and these insurers must be listed on the certificate of insurance and all endorsements.

Coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University would be invalid.

Vendor's insurance shall be evidenced by original certificates of insurance and endorsements to be mailed to CSUSM Corporation for immediate review, and to be delivered annually thereafter as long as Vendor remains a CSUSM Approved Vendor. Further that CSUSM Corporation shall maintain the right to request and obtain a



Corporation

California State University San Marcos Corporation
333 S. Twin Oaks Valley Rd.
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certified copy of the insurance policy and any and all additional insured or other endorsements to the Vendor's policy.

Failure to keep information current and updated with CSUSM Corporation will result in removal of Vendor from the CSUSM Approved Vendor list. Vendor understands that it is the responsibility of the Vendor to update and keep current all of Vendor's professional business licenses, permits, certifications and insurance coverage as required, so that all information on file with CSUSM Corporation is current. **EXHIBIT "A"** (attached)

4 **Serving, Selling or Providing Alcohol**

If at any time Vendor is designated as a CSUSM Approved Vendor that can serve, sell or provide alcohol for University events, Vendor agrees to strict and absolute adherence to all related laws and regulations of the California Alcoholic Beverage Control (ABC), the City of San Marcos, and the University's Alcoholic Beverage Use on Campus policy during the term of this AGREEMENT. **EXHIBIT "D"**(attached) Vendor additionally shall have procured and maintain during the term of this AGREEMENT all applicable licenses, permits and insurance.

Vendors selling alcohol shall provide evidence of authorized ABC Liquor License, On-Sale General License and all other appropriate permits, license(s) and insurance, and evidence that employees are either RBS or LEAD certified (or ABC Dept equivalent).

Vendors serving alcohol shall provide evidence of liquor liability insurance, with not less than \$1,000,000.00 per occurrence, and evidence that employees are either RBS or LEAD certified (or ABC Dept equivalent).

5 **Unlawful Harassment**

CSUSM Corporation and Cal State San Marcos are committed to providing a work and educational environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, age, medical condition, marital status, national origin, veteran status, and physical or mental disability. In keeping with this commitment, CSUSM Corporation and Cal State San Marcos maintain a strict policy that prohibits unlawful harassment of employees and *non-employees* by managers, supervisors, or co-workers, and unlawful harassment of students by any Vendor's employee. All vendors and visitors are *expected to comply with this policy*.

6 **Non Legal Workers**

Vendor shall not allow any of its agents or employees to perform services on behalf of the University or enter upon CSUSM Corporation or Cal State San Marcos' premises unless said persons are legitimately entitled to work according to the laws of the United States. Vendor agrees to indemnify and hold harmless the University from all liability, including liability for interest and penalties, which may be assessed against the Vendor or University as a result of the Vendor failing to comply with the United State's immigration laws.

7 **Federal and State Taxes**

Vendor shall be responsible for paying all applicable taxes including, but not limited to, federal and state income taxes, social security taxes, unemployment insurance contributions, state disability insurance contributions, workers' compensation insurance contributions, and/or, if desired, health insurance for Vendor and/or Vendor's employees. Vendor warrants that it is now in compliance and hereby promises to continue to comply with all tax withholdings, filing and payment obligations imposed on Vendor as an independent vendor and/or an employer. Vendor shall also collect all applicable taxes for Vendor's services and/or products, and shall report and remit such taxes to the California State Board of Equalization in a timely manner. Further that Vendor shall clearly state on all estimates and Invoices the applicable tax required and charged by state and federal law.



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8 Authority of the University Police Department (UPD)

Authority: California Penal Code 830.2(c)

830.2. The following persons are peace officers whose authority extends to any place in the state:

(c) A member of the California State University Police Departments appointed pursuant to Section 89560 of the Education Code, provided that the primary duty of the peace officer shall be the enforcement of the law within the area specified in Section 89560 of the Education Code.

Vendor acknowledges that the University Police Department (UPD) provides local enforcement of all State laws and University rules on the CSUSM Campus.

9 Equipment Care and Liability

Vendor shall furnish and be solely responsible for all equipment and supplies that may be necessary to perform Vendor's services. Further, Vendor shall be solely responsible for the proper maintenance and care of equipment, and to immediately remedy and repair any defects in such equipment. Vendor shall indemnify the University against any losses or liability that may be attributable to Vendor's equipment.

10 Expenses Incurred by Vendor

Vendor agrees that the University shall not be liable for any expense incurred by Vendor in conducting Vendor's own business, or in providing services to CSUSM Corporation and the University, except as otherwise expressly approved in writing by CSUSM Corporation prior to Vendor incurring the expense.

11 CSUSM Approved Vendor Status

CSUSM Corporation reserves the right to enforce all of the listed requirements in this agreement, as well as any other regulations that ensure the safety of CSUSM Corporation, the University and the community. The University shall have final authority over use of its property and in interpreting this AGREEMENT. Vendor or its personnel shall not act for, nor shall they be considered an officer of, the University for any purpose whatsoever. Unless otherwise specified in the AGREEMENT, no advertising or statements of Vendor or its employees or agents shall indicate or suggest sponsorship or endorsement by the University or any of its departments. Vendor allows the University the right to see at least seven (7) working days in advance, and approve or reject, all such materials. Vendor shall clearly indicate its sponsorship of the events and activities occurring. Further the University reserves the right to charge a fee for the CSUSM Approved Vendor application processing and/or a fee for other services as provided by the University.

12 No Guarantee or Implied Guarantee of Work

When Vendor receives work with the University it is at will, and does not guarantee or imply any guarantee of continued or future work. Vendor understands that the designation of a vendor as a CSUSM Approved Vendor does not give a guarantee, or implied guarantee of work on the Cal State San Marcos campus. Designation of a vendor as a CSUSM Approved Vendor indicates to CSUSM entities that this vendor has submitted all of the required paperwork, licenses and forms, which have been reviewed and approved as fulfilling all of the requirements for CSUSM Approved Vendors.

13 Pepsi-Cola Company and CSUSM Pouring Rights Agreement

CSUSM Corporation currently has an exclusive pouring rights agreement with the Pepsi-Cola Company. Therefore only Pepsi-Cola beverages may be marketed, promoted, sold or given away on the Cal State San Marcos campus. The only exception to this agreement would be drinks brought on campus by private individuals for personal consumption. Vendor understands this and agrees that while Vendor is on the Cal State San Marcos campus, Temecula campus, or President's residence, Vendor shall not sell, give away, or in any other manner promote or market beverages that are not Pepsi-Cola products. (Exhibit G)



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14 Termination

University reserves the right to cancel the AGREEMENT at anytime upon 30 days written notice to the vendor.

15 Entire Agreement

This AGREEMENT, including EXHIBITS A, B, C, D, and E states the entire AGREEMENT between the parties and supersedes all previous contracts respecting the subject matter hereof. This AGREEMENT may only be amended by an AMENDMENT in writing executed by the parties hereto.

In witness thereof, the undersigned affirm that they will comply fully with the entire AGREEMENT and that they are duly authorized to bind the above company or organization and to have executed this AGREEMENT as of the day and year first written, as demonstrated by the signatures and date below.

Authorized Vendor Signature

Approval Date

Print Name

Print Title

Bella Newberg, Executive Director
California State University San Marcos Corporation
333 S. Twin Oaks Valley Rd.
San Marcos, CA 92096
Office: 760-750-4700
Fax: 760-750-4710
www.csusm.edu/uarsc

Approval Date



EXHIBIT "A"

TRANSPORTATION VENDOR REQUIREMENTS FOR CAL STATE SAN MARCOS

TRANSPORTATION SERVICES PROVIDER OR INSURANCE REPRESENTATIVE:

To provide transportation services to any entity or affiliate of California State University San Marcos (CSUSM), transportation service providers must meet the minimum requirements listed below and provide the following in their CSUSM Approved Vendor application:

- A. The California State University San Marcos Corporation (CSUSM Corporation) is the designated organization with oversight for the vendor approval process for California State University San Marcos - on behalf of the State of California, The California State University, the Trustees of the California State University, The California State University San Marcos (CSUSM), the California State University San Marcos Corporation (CSUSM Corporation), The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and the officers, employees, related entities, agents and duly authorized volunteers individually and collectively ("University").
- B. Vendor shall procure and maintain during the term of this agreement general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and include bodily injury, personal injury and property damage, with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for Products/Completed Operations. An A.M. Best's rating of A:VII or higher is required on General Liability and Vehicle Liability Insurance.
- C. On the certificate of insurance, the Certificate Holder will be named and listed exactly as follows:
 - a. "California State University San Marcos Corporation
333 S. Twin Oaks Valley Rd. , San Marcos, CA 92096"
- D. An Additional Insured endorsement to the insurance policy (see EXHIBIT C) is required. This endorsement to the policy will include additional insured verbiage in the Schedule under "Name of Person(s) or Organization(s)" *exactly* as follows:
 - a. *"The State of California, The California State University, The Trustees of the California State University, The California State University San Marcos (CSUSM), California State University San Marcos Corporation (CSUSM Corporation), The California State University San Marcos Foundation, The Associated Students Incorporated at Cal State San Marcos, and each of their trustees, employees, officers, agents, and duly authorized volunteers individually and collectively ("University") are named additional insured, except for professional liability and workers' compensation insurance."* (Placement of this verbiage on the face of the Certificate in the "description of operations" box is not legally binding or acceptable.)
- E. There are three (3) other required endorsements, each of which must include the same exact or equivalent verbiage (see D.a. above) in their Schedules (except for c.). These three endorsements shall be provided with the exact verbiage as provided herein:
 - a. *"This insurance shall be primary as respects the University, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University shall be in excess of this insurance and shall not be called upon to contribute with it."*



- b. *"The insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss."*
 - c. *"Should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions to CSUSM Corporation."*
- F. Additionally it is understood that coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University would be invalid.
- G. Further that CSUSM Corporation shall maintain the right to request and obtain a certified copy of the insurance policy and any and all additional insured or others endorsements to the contractor's policy.
- H. The Vendor's insurance must be placed with Insurers with a current A.M. Best's rating of no less than A:VII and be listed on the certificate of insurance and endorsements.
- I. Have authorized representative review and sign the CSUSM Corporation Vendor Agreement between CSUSM Corporation and Transportation Services Vendor, which includes the following and exhibits:
- 1. Transportation Vendor Requirements for Cal State San Marcos (Exhibit A)
 - 2. Sample of Certificate of Liability Insurance (COI) Form (Exhibit B)
 - 3. Sample of Endorsement to the COI (Exhibit C)
 - 4. CSUSM Alcoholic Beverage Use on Campus (Exhibit D)
 - 5. Verification of Driver's Enrollment in EPN Program Form (Exhibit E)
 - 6. Verification of Driver's Background Check Form (Exhibit F)
 - 7. PEPSI COLA Beverage Company Product list (Exhibit G)
- J. Transportation Vendor Inspection and Forms:
- a. Vendor shall receive and welcome a visit from our CSUSM Corporation inspection team (or designee) and allow for full inspection of the facilities if requested.
 - b. Vendor shall provide evidence of these documents, license(s) and permits:
 - i. Evidence of Business license
 - ii. Certificate to operate CHARTER-Party Carrier of Passengers for California
 - iii. Motor Carrier Safety Rating of Satisfactory from U.S. Dept of Transportation (USDOT)
 - iv. Verification of Driver's Enrollment in Employer Pull Notice (EPN) Program Form
 - v. Verification of Driver's Background Check Form

Provide evidence of the following:

- 1. General Liability and Property Damage Insurance:
Vendor shall procure and maintain during the term of this Agreement public liability insurance with a minimum of \$1,000,000 per occurrence, \$2,000,000.00 minimum aggregate and include bodily injury, personal injury and property damage. Additionally \$1,000,000.00 minimum per occurrence and \$2,000,000.00 aggregate for Products/Completed operations. Evidence must include an *underwriter's endorsement*.
- 2. Commercial Vehicle Liability Insurance:
Vendor shall also procure and shall maintain during the term of this Agreement commercial vehicle liability insurance for Any Auto and owned, scheduled, non-owned or hired automobiles with a combined single limit minimum of \$5,000,000 per occurrence for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$5,000,000 for each accident, and property damage insurance in an amount of not less than \$5,000,000.



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3. Workers' Compensation:

Vendor shall secure payment of Workers' Compensation to contractor's/vendor's employees in accordance with Labor Code Section 3700 et seq.

Employer's Liability Insurance:

Shall be procured and shall be maintained by vendor with no less than \$1,000,000 per occurrence for; E.L. Each accident, E.L. Disease-each employee and E.L. Disease-policy limit.

4. Liquor Liability (For Serving Alcohol Only):

Vendor shall procure and maintain no less than \$1,000,000 of Liquor Liability coverage, per occurrence, if providing alcohol-related services to CSUSM Corporation or the University. Shall also provide evidence of employee RBS or LEAD (or ABC Dept equivalent) training.

5. CSUSM Corporation Vendor's Agreement between CSUSM Corporation and Transportation Vendor:

Read, understood and Signed by person authorized to bind company or organization.

6. Additional Documents, License(s) and Permits:

- a. Evidence of business license from CA city of operation
- b. Certificate to operate CHARTER-Party Carrier of Passengers for California
- c. Motor Carrier Safety Rating of Satisfactory from U.S. Dept of Transportation (USDOT)
- d. Verification of driver's enrollment through Employer Pull Notice (EPN) Program Form
- e. Verification of background check through Driver's Background Check Form

Please submit all documentation, and evidence that you meet all of the above requirements to:
contracts@csusm.edu



EXHIBIT "C"

INSURER:
POLICY NUMBER:
ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person(s) or Organization(s):

The State of California, The California State University, The Trustees of The California State University, The California State University San Marcos (CSUSM), California State University San Marcos Corporation (CSUSM Corporation), The California State University San Marcos Foundation, The Associated Students Incorporated at Cal State San Marcos, and each of their trustees, employees, officers, agents, and duly authorized volunteers individually and collectively ("University") are named additional insured, except for professional liability and workers' compensation insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO Form:

- This insurance shall be primary as respects the University, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University shall be in excess of this insurance and shall not be called upon to contribute with it.
- The Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.
- Should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions, to the California State University San Marcos Corporation (CSUSM Corporation).
- Coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University would be invalid under Subdivision (b) of section 2782 of the Civil Code (construction contracts with public agencies).
- The University shall maintain its right to request and obtain a certified copy of the insurance policy and any and all additional insured or others endorsements to the insured's policy.

PLEASE NOTE: This is a reproduction of an Insurance Services Office, Inc. Form. This document is to be used as a reference for policy language only. Your insurance company's underwriter will have a similar or equivalent version.



EXHIBIT "D"

California State University San Marcos

Office of the President

ALCOHOLIC BEVERAGE USE ON CAMPUS

POLICY

Implementation Date:

Definition

The possession, consumption or sale of alcoholic beverages on California State University San Marcos property is prohibited unless approved by the President of the campus or his/her designee. Consumable alcohol allowed on campus includes beer, wine and, in certain situations, distilled spirits. The President has delegated approval authority for the consumption and/or sale of alcoholic beverages to the Executive Director, California State University San Marcos Corporation (CSUSM Corporation).

California State University San Marcos is committed to an alcohol policy that promotes responsible approaches and considerations of alcohol use through education, counseling, support, and regulation enforcement.

The University reserves the right to grant approval or disapproval of alcohol use on any University property. Written approval from the campus President or designee is required prior to the use of alcohol on University property.

Authority

This policy is issued pursuant to the laws of the State of California, and the campus President including: California Code of Regulations, Title 5, Sections 41301 – 41304, 42350; California Education Code Sections 89030, 89031; California Business and Professions Code, Sections, 23000 – 23047, 23301, 25657 – 25667; California Vehicle Code, Sections 23140, 23152 – 23225; California Penal Code, Sections 148, 647(f), 172.a; California State University Executive Orders 669, 715, 761, 849, 930, 966, 970 and 1006. Violation pertaining to alcoholic beverages is a misdemeanor and is punishable by law per the California Penal Code, and/or the California Code of Regulations.

Scope

This policy includes any cultural, social or educational event on University property. University property includes: leased properties, student housing, and any other property controlled or administered by or on behalf of the University. Any outside organization contracting with the University for use of its facilities are also subject to the terms of this policy.

This policy supersedes the revised campus alcohol policy of January 24, 2000.

Karen S. Haynes, President

Approval Date

Revised: 5/18/05
Revised: 7/8/02
Revised: 1/1/93

I. PURPOSE

The purpose of these regulations is to provide basic guidelines for the sale, serving, supply and consumption of alcoholic beverages on University property. Alcoholic beverages may be approved for serving as part of a cultural, social or educational event. In addition, alcoholic beverages may be consumed in University-owned or operated student residences to the extent that such consumption is not disruptive, is legal and adheres to all governing laws and regulations of the State of California, the University, and the student housing managing authority.

II. DEFINITIONS

- A. "Alcoholic beverage" includes wine, beer, distilled spirits and every liquid or solid containing wine, beer or distilled spirits and which contains any percentage of alcohol.
- B. The term "appropriate Vice President" refers to the Vice President of the department, college, division or auxiliary sponsoring the event.
- C. The term "approving/denying official" refers to any person in the verification routing process for the alcohol approval form.
- D. The term "responsible host(s)" refers to any person responsible for the conduct of the event and committed to be present during the entire period in which the alcohol is consumed. Student events require the assignment of a student responsible host as identified by Student Life and Leadership. Campus sponsored events require a campus faculty/staff/MPP responsible host. Outside organizations must provide their own responsible host. (Note: ABC uses the term "social host".)
- E. The term "sale" means the exchanging of money, services or any consideration, either directly or indirectly, for alcohol. The term "sale" also includes the imposition of an admission charge to, or any other charge for the event where alcoholic beverages will be served exclusively to those who pay for such a charge.
- F. The term "University-sponsored" means any cultural, social or educational event sponsored by registered student organizations, faculty, staff or administrators on University property.
- G. An "outside organization" is any organization that is not legally affiliated with the university.
- H. The term "co-sponsored" means sponsored jointly by an outside organization and registered student organizations, faculty, staff, administrators or auxiliaries on University property.
- I. "University property" means the geographic location of the campus and its buildings or any property leased, controlled or administered by or on behalf of the University.
- J. "Consumption" means the drinking of beverages or eating of solids with any amount of alcohol. On campus consumption shall be restricted to persons at least 21 years of age.
- K. "Closed Event" means a campus event meeting all The California Department of Alcoholic Beverage Control (ABC) criteria for not requiring an ABC Special Daily License to sell/serve alcohol on campus.
- L. "Open Event" means a campus event requiring an ABC Special Daily License to sell/serve alcohol on campus. An "Open Event" is any event not meeting all ABC criteria for a "Closed Event" and/or including the general public.

- M. "ABC Catering Event Permit" means a permit that ABC requires the caterer to obtain to sell alcohol on campus and away from their usual place of business. This is in addition to the caterer's existing "On-Sale General License." This permit allows the caterer to sell and serve alcohol at an on-campus "Open Event". The purchase of alcohol is restricted to the non-profit organization CSUSM Corporation. The caterer cannot provide the alcohol for the event.
- N. "ABC Special Daily License" means a short-term license that ABC agency requires the campus to obtain to sell/serve alcohol at "Open Events". The license can only be issued to a non-profit organization. The campus' non-profit representative is CSUSM Corporation.
- O. "ABC On-Sale General License" or "On-Sale Beer and Wine License" means a long-term license that the ABC issues to a business that can serve or sell alcohol at their usual place of business. A CSUSM Corporation approved caterer with the appropriate license(s) to serve and sell alcohol on campus will also possess an "On-Sale General License".
- P. The "event organizer" is the client, either internal or external, who is initiating the event.

III. ALCOHOL USE IN UNIVERSITY AFFILIATED HOUSING

Consumption, possession or storage of alcoholic beverages by any resident under the age of 21 is prohibited. No alcohol is permitted outside the privacy of individual units. Kegs and other bulk containers are not permitted. Misuse of alcoholic beverages and/or inappropriate or illegal behavior will result in disciplinary action, possible removal from housing and/or arrest by the police. Additional specific policies and procedures governing alcohol use in University affiliated housing will be set by the housing management staff in consultation with the Dean of Students. Such policies and procedures will be designed to enforce campus, state and federal policies and laws and promote student safety, responsibility, and the development of lifelong decision-making skills with regard to alcohol use and overall wellness.

IV. APPROVAL PROCESS FOR THE POSSESSION, DISTRIBUTION OR SALE OF ALCOHOLIC BEVERAGES AT EVENTS

An event organizer must obtain approval to serve or sell alcohol at an event on campus. As with all food service operations on campus, an event organizer, in collaboration with Event and Conference Services (ECS) and the Clarke Field House/University Student Union (CFH/USU), is responsible for obtaining a caterer approved by CSUSM Corporation with the proper licenses, permits and insurance to serve, supply or sell such alcoholic beverages. Sales or consumption of alcoholic beverages may include beer, wine or, in certain circumstances, distilled spirits.

CSUSM Corporation will verify that the selected caterer maintains the proper training, licenses, permits and insurance which give the authority to serve, supply and/or sell alcoholic beverages on campus. CSUSM Corporation will also verify that the selected caterer will adhere to all laws applicable to the sale and consumption of alcoholic beverages on campus. The event organizer will provide CSUSM Corporation with the assigned responsible host.

A. Alcohol Approval Process for University Sponsored Events

1. Not less than eight (8) weeks prior to the prospective event, the event organizer must submit the Request for Facility Use (RFU) and Alcohol Approval forms to the appropriate Vice President for consideration and recommendation signatures. These signatures represent acknowledgement and support of the event.



a. Recommendation Signature Routing:

Sponsoring College/Department (MPP Signature), or Director, Student Life & Leadership (for Student Organizations), or Executive Director, Associated Students, Inc. (for ASI Events) or Outside Organization Representative.

Appropriate Vice President (for University Sponsored Events), or Associate Vice President, Community Engagement (for Outside Organizations), or Vice President for Student Affairs (for Associated Students, Inc.) – Vice Presidents should refer to *Appendix A* for Decision-Making Considerations before signing.

2. Not less than six (6) weeks prior to the prospective event, the event organizer must submit the completed Request for Facility Use and Alcohol Approval Request forms to the - ECS or CFH/USU (as appropriate) for remaining signature routing. These signatures represent verification that the event meets the campus requirements to serve, sell, and supply alcohol and provides final alcohol approval.

a. Verification Signature Routing:

- 1) Director (ECS or CFH/USU)
- 2) University Police Designee
- 3) CSU San Marcos CSUSM Corporation Designee

b. Final Approval Signature Routing:

- 1) Final Approval by the Executive Director, CSUSM Corporation
3. Upon final approval by the Executive Director, CSUSM Corporation, acting as the President's Designee, the request is returned to ECS or CFH/USU for further review and processing as indicated by the Scheduling University Facilities Policy for Non- Instructional Events.
 4. If the request for alcohol use is approved, ECS or CFH/USU will initiate and coordinate the ABC license application with CSUSM Corporation. If an ABC Special Daily License is required for the event, the event organizer will provide CSUSM Corporation with a copy of the approved alcohol request form. CSUSM Corporation will then purchase the ABC Special Daily License, using the information off of the approved form. CSUSM Corporation will then Invoice the campus department making the request.
 5. If the request for use of alcoholic beverages is not recommended or approved, the denying official must indicate the reason for denying the request on the Alcohol Approval Request (AAR) form and return the AAR to ECS or CFH/USU. ECS or CFH/USU will notify the event organizer of the final status of their request to include alcohol at their proposed event.
 6. It is the event organizer's responsibility to notify ECS or CFH/USU if they choose to cancel the event based upon the denial of the request to include alcohol at their proposed event. Failure to provide such cancellation notice may result in the requestor's liability for any resulting costs to the campus or its departments.

B. Alcohol Approval Process for Outside Organizations

1. Alcohol approval for outside organizations is limited to "Closed Events" as defined by ABC.

2. Outside organizations must submit the completed RFU and Alcohol Approval Request forms to ECS or CFH/USU. If recommended, ECS or CFH/USU will approve the RFU. The alcohol request will be forwarded as described for University sponsored events.
3. If the request for alcohol use is approved, the outside organization must use a CSUSM Corporation approved caterer with appropriate license/permits/training.

C. Alcoholic Beverage Control (ABC) License Requirements

1. **Closed Event** - Campus events not requiring an ABC Special Daily License (***Must Meet All Criteria***)
 - a. ABC defines a "closed event" as being not open to the general public and having a professional or personal relationship.
 - No 1st come, 1st served or advertising permitted
 - b. Must involve a "close cohesive group of people" that has an existing affiliation with each other.
 - c. A "closed event" can include beer, wine and/or distilled spirits.
 - d. Invitations are required – A complete guest list must be available at all times during the event. The event is subject to an ABC inspection.
 - Qualifying invitations should be addressed as: Mr. & Mrs. Smith or Mr. Smith and Guest
 - Additional attendees are not permitted (no "party crashers")
 - e. No direct sales to sponsoring organization (i.e. Sale of alcohol or tickets in exchange for alcohol).
 - Exception: CSUSM Corporation approved caterers can provide no-host/cash bar services to guest attendees if the caterer possesses both On-Sale General and Catering Permits as verified by CSUSM Corporation.
 - f. At "closed events," only event organizer can provide voluntary gratuity to the caterer authorized to provide bar service. Guests cannot provide gratuity in order to avoid the interpretation that money is being exchanged for product.
 - g. Event venue must be a location where alcohol is not usually served/sold (i.e. Campus Pub or other facility that possesses a permanent ABC license)
 - h. The event requestor and/or CSUSM Corporation can purchase or accept donations of beer, wine and/or distilled spirits directly from any local retailer of choice.
 - i. A "closed event" cannot include fundraising or solicit for donations.
 - j. If a "closed event" includes the use of a caterer supplying the alcohol for the event, the caterer must possess an "ABC Catering Event Permit" and an "ABC On-Sale General License". Permit and license status will be verified by CSUSM Corporation.
 - k. "Closed events" can include the use of hired or volunteer servers over the age of 21.
2. **Open Event** - Campus events requiring an ABC Special Daily License
 - a. Open to the general public or other than a private party
 - b. No invitations required
 - c. An "open event" can only serve/sell beer and/or wine.
 - d. Include direct or indirect sales (sale of alcohol, tickets, tip jar). Because sales are allowed, guests are also able to provide voluntary gratuity.

- e. ABC requires the non-profit organization (CSUSM Corporation) to purchase the alcohol (**beer and wine only**) through wineries (wine growers), wholesalers or breweries. Alcohol cannot be purchased through local retailers, restaurants, etc.
- f. Beer and wine donations can only be accepted by the non-profit organization (CSUSM Corporation) and are limited to wineries (wine growers), wholesalers or breweries. At the conclusion of the

event, any remaining alcohol belongs to the non-profit organization and cannot be distributed or consumed for private use (sealed or unsealed).

- g. Approved caterers are limited to serving and/or selling alcohol at "open events". Caterers are not permitted to supply the beer or wine to the non-profit organization or event organizer for event use. The non-profit organization (CSUSM Corporation) must purchase the alcohol from wineries (wine growers), wholesalers or breweries.
 - h. ABC requires that all beer and wine tasting events include multiple vendors to avoid a product monopoly by one vendor.
3. ABC Special Daily License Application Instructions
- a. Once the alcohol approval form has been approved, ECS or CFH/USU will initiate the request for an ABC Special Daily License to CSUSM Corporation.
 - b. CSUSM Corporation, in the capacity of the non-profit organization, will complete the ABC Special Daily License application.
 - c. Event organizer will provide cashier's check to ECS or CFH/USU for ABC license fee(s). ECS or CFH/USU will deliver cashier's check to CSUSM Corporation.
 - d. CSUSM Corporation will submit application and payment to ABC.
 - 1) The license application must be submitted to ABC no more than 30 days prior to the proposed event.
 - e. CSUSM Corporation will provide ECS or CFH/USU with a copy of the ABC Special Daily
 - f. License. As office of record, ECS or CFH/USU will maintain a copy of license with risk assessment for auditing purposes.
 - g. ECS or CFH/USU will notify event organizer when license has been issued.

V. RESPONSIBILITIES OF EVENT ORGANIZERS

- A. Individuals and/or groups sponsoring events where alcohol is served, agree to the following:
 - 1. To abide by University, state and federal regulations regarding alcohol use and distribution.
 - 2. A responsible host (full-time management employee/administrator, faculty member, student organization and/or outside organization representative) must assume responsibility for the conduct of the event and be present during the entire period in which the alcohol is consumed. RH must also abstain from all alcohol consumption.
 - 3. To ensure that any **distribution** of alcohol is handled by a caterer approved by CSUSM Corporation.

4. To ensure that any **sale** of alcohol is handled by a caterer approved by CSUSM Corporation. The caterer must be licensed by the Alcoholic Beverage Control agency for alcohol sales and hold the appropriate liquor liability coverage and training.
5. To ensure that the sale or distribution of alcohol to individuals under 21 years of age will not be permitted and that appropriate authorities hold oversight for this requirement.
6. To provide non-alcoholic beverages in coordination with the University hospitality policy and procedure.
7. To provide food (i.e. appetizers, snacks, meal, etc.), to all in attendance at the event.
8. To accept responsibility for all damages incurred during the activity and to provide restitution for damages.
9. To maintain behavior and activities appropriate to a University setting (i.e. adhering to all campus sanctioned policies).
10. To provide personnel, or pay the cost for same, to clean up and restore the facility to its original condition immediately following the close of the event.
11. To abide by the Lease of University Facilities for outside organizations and co-sponsorship.
12. To provide a completed guest list to ECS or CFH/USU prior to event.

B. Responsible Hosts

1. Student Organization Sponsored Events:

Any student sponsored on-campus event with alcohol present must have Responsible Hosts (RH) who assists University Police in maintaining the safety of the event. Any student, regardless of age or class year, is eligible to be trained as a RH. Specific duties and responsibilities are outlined in the Responsible Host Training PowerPoint (available in the Office of Student Life and Leadership). The content of the training is subject to change and hosts will be notified of appropriate changes. The RH must abstain from alcohol consumption. One RH is required for every 50 people in attendance.

2. Other Campus Sponsored Events or Outside Organizations:

Any on-campus event with alcohol present must have Responsible Hosts (RH) who assists University Police in maintaining the safety of the event. The RH must abstain from alcohol consumption. The Alcoholic Beverage Control agency provides Licensee Education on Alcohol and Drugs (LEAD) training at no cost. The LEAD Program provides information for serving alcoholic beverages safely, responsibly and legally. Other RH training may be substituted with approval by CSUSM Corporation. One RH is required for every 50 people in attendance.

VI. REGULATION ENFORCEMENT

California State University San Marcos is committed to enforcing state and/or University regulations regarding the use of alcohol and other substances. The appropriate Vice President and University Police will monitor inappropriate behaviors that often arise from the misuse of alcohol and other drugs. Any behaviors that interfere with the academic process or disrupt campus activities will be subject to disciplinary sanctions as described in Section VII.



Corporation

California State University San Marcos Corporation
333 S. Twin Oaks Valley Rd.
San Marcos, CA 92096
Phone: (760) 750-4700
Fax: (760) 750-4710

VII. CONDUCT, DISCIPLINE AND SANCTIONS

- A. All groups (students, departments, colleges, divisions, auxiliaries and outside organizations) are subject to the *Authorities* provided in this policy.
- B. Inappropriate conduct by students is subject to discipline as provided in Sections 41301 through 41304 of Title 5, California Code of Regulations and Executive Order 1006. Individual students found to be in violation of University policies and/or campus regulations are subject to the following University sanctions in accordance with relevant student policies and procedures set forth by the Office of the Dean of Students: warning, disciplinary probation, loss of privileges and exclusion from activities, suspension, dismissal, exclusion from areas of the campus, interim suspension, or other sanctions including educational intervention programs.
- C. Recognized Student Organizations found to be in violation of University policies and/or campus regulations may be restricted from use of campus services and resources to support their organizational activities, and may be placed on probation or suspension.
- D. Faculty, staff, and student employees are subject to the sanctions reflective of departmental/unit and/or campus policies.
- E. Visitors or outside organizations found to be in violation of University policies and/or campus regulations are subject to sanctions appropriate under local, state and federal law. In addition, violators may be excluded from participation in campus events and/or further use of the campus.

VIII. OPEN CONTAINERS

No person shall consume or be in possession of any unsealed or open alcoholic beverage container in any public place or place open to the public, street, sidewalk, alley, highway, arcade, court or in any vehicle within five-hundred (500) feet of any off-sale licensed public premises within the city (Municipal Code 10.32.040).

IX. RIGHT TO TERMINATE EVENT

CSUSM reserves the right to terminate any event that does not adhere to the above list of requirements. Further, the university may terminate any event that becomes disruptive or potentially disruptive to the instructional and business functions of the institution.