

DAPL Alcohol Service Guidelines

Policy Approved 06/05/2024

The Dallas Association of Petroleum Landmen (“Association”) hereby adopts the following DAPL Alcohol Service Guidelines (“Guidelines”) related to the sale and service of alcoholic beverages¹.

The Association holds events from time to time in which alcoholic beverages are available for consumption by members and guests, including meetings, conferences and other events sponsored by the Association, as well as informal gatherings (collectively, the “Functions”). In organizing and hosting Functions, the Association will make reasonable efforts to comply with Texas law governing the sale and service of alcoholic beverages and rules set forth by the Texas Alcoholic Beverage Commission (“TABC”). The specific guidelines listed below are intended to support such compliance.

1. ***Sales to Minors and Intoxicated Persons Prohibited.*** Association members are strictly prohibited from serving or otherwise providing alcoholic beverages to minors or intoxicated persons.
2. ***Alcohol Sales by Association Prohibited.*** The Association does not and will not sell alcoholic beverages. The Association shall not directly or indirectly charge for alcoholic beverages, including offering “free” alcoholic beverages with a purchase of a ticket to a Function.
3. ***Third Party Vendor Preferred.*** When organizing a Function, Association will endeavor to engage a third party (“Vendor”) to provide the sale or service of alcoholic beverages rather utilizing Association members to serve alcoholic beverages. The term “Vendor” includes a restaurant, bar, caterer, golf course, conference center, or other provider who holds a TABC permit or license to sell or serve alcoholic beverages for on-premises consumption. A Function for which a Vendor engaged is referred to in these Guidelines as a “TABC-Permitted Event.”
4. ***Selection Criteria for Third Party Vendor.***
 - a. When selecting a Vendor for a TABC-Permitted Event, the Association will ***require*** the following criteria:
 - i. The Vendor holds a valid TABC permit.
 - ii. The Vendor affirms that it maintains a policy requiring its staff to be TABC seller server certified and that all staff working the specific Function will have a current TABC seller server certification at the time of the event.
 - iii. The Vendor affirms that it maintains a policy prohibiting the sale or service of alcoholic beverages to minors and to intoxicated persons.
 - iv. The Vendor carries general liability insurance with liquor liability coverage of at least \$1 million per occurrence and \$2 million in aggregate.

¹ The term “alcoholic beverages” means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted. (Tex. Alco. Bev. Code 1.04 (1)).

- v. The Vendor provides a written contract detailing the terms of the specific Function, including the above requirements, in the form provided in Exhibit A.

- b. When a Vendor for a TABC-Permitted Event, the Association will **prioritize** providers that meet the following criteria:
 - i. The Vendor includes in its contract a commitment to indemnify and hold harmless the Association and its members and guests for all liabilities arising from the sale or service of alcohol at the TABC-Permitted Event.
 - ii. The Vendor coordinates with a taxicab or rideshare service to provide transportation for any person who becomes intoxicated at the event. The Association will reimburse the Vendor for any such transportation provided.

Deviations from these Guidelines shall be permitted only upon the express written consent of the Association President and only to the extent that such deviation complies with Texas law.

Any material breach of this policy by any Association member or member's guest shall result in appropriate sanctions to be determined and enforced by the Association's President, in its sole discretion.

Any questions about this policy, its interpretation or enforcement should be directed to the Association's President.

Exhibit A

Addendum to Vendor Contract

This Addendum to Vendor Contract (“Addendum”) is hereby incorporated into that certain Contract between the Dallas Association of Petroleum Landmen (“Association”) and _____ (“Vendor”) for _____ [event description and date, e.g. the sale and service of food and beverage items, including alcoholic beverages, on March 1, 2024 at the Fort Worth Event Center located at 123 Longhorn Drive, Fort Worth, Texas].

The terms and conditions contained within this Addendum shall apply to the Contract. Any terms and conditions of the Contract which are inconsistent with the terms and conditions of this Addendum shall be of no effect. This Addendum may only be altered by written agreement of the Association and the Vendor.

1. The Vendor affirms that it holds a valid TABC permit authorizing the sale of alcoholic beverages as prescribed by the Contract.
2. The Vendor shall exercise reasonable care the service of alcoholic beverages and shall adhere to federal, state, and local regulations and laws regarding the sale and service of alcoholic beverages.
3. The Vendor shall not serve alcoholic beverages to minors or intoxicated persons, and Vendor affirms that it has and that it enforces a policy prohibiting the sale of alcoholic beverages to minors and to intoxicated persons.
4. The Vendor affirms (a) that it maintains a policy that requires its staff to be TABC seller server certified and (b) that all staff engaged in the sale or service of alcoholic beverages at the event described in the Contract will have a current TABC seller server certification at the time of the event.
5. The Vendor carries general liability insurance with liquor liability coverage of at least \$1 million per occurrence and \$2 million in aggregate.

Additional provisions to be added if negotiated:

6. Venue shall indemnify, defend, and hold harmless the Association, its directors, officers, employees, agents, and members from and against any and all losses, damages, claims, expenses, and liabilities of any kind, including costs of defense thereof, caused by or arising from the Vendor’s sale or service of alcoholic beverages.
7. If an event participant becomes intoxicated, the Vendor shall use its best efforts to arrange transportation for such person, including coordinating transportation via a taxicab or rideshare service. The Association will reimburse the Vendor for any such transportation provided.

Dallas Association of Petroleum Landmen (DAPL)

Conflict of Interests Policy

Policy Approved 11/08/2023

Conflict of Interests and Disclosure

The purpose of this Conflict of Interests Policy is to protect the interest of Dallas Association of Petroleum Landmen, ("DAPL"), when contemplating or entering into a transaction or arrangement that might benefit the private interest of a DAPL board member, officer, or committee member ("Volunteer Leader"), a potential conflict of interest. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interests applicable to nonprofit and charitable organizations.

Procedures - Duty to Disclose

In connection with any actual or possible conflict of interest, a Volunteer Leader must disclose the existence of the conflict and be given the opportunity to disclose all material facts to the DAPL President considering the proposed transaction or arrangement.

- 1. Determine whether a conflict of interest exists.**
- 2. Disclosure of the actual or possible conflict of interest and all material facts.** After disclosure of the potential conflict of interest and all material facts, and after any discussion with the potentially conflicted Volunteer Leader, they shall leave the DAPL board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining DAPL board members shall decide if a conflict of interest exists, a simple majority vote of present DAPL board members is needed.
- 3. Procedure for addressing the conflict of interest.**
 - a. A potentially conflicted Volunteer Leader may make a presentation at a DAPL board meeting, but after the presentation they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The DAPL board of directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the DAPL board shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the DAPL board shall determine by a simple majority vote of the disinterested and present board members whether the transaction or arrangement is in DAPL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the conflict of interest policy.

- a. If the DAPL board has reasonable cause to believe a Volunteer Leader has failed to disclose actual or possible conflicts of interest, it shall inform the Volunteer Leader of the basis for such belief and afford the Volunteer Leader an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the Volunteer Leader's response and after making further investigation as warranted by the circumstances, if the DAPL board determines the Volunteer Leader has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. Records of proceedings.

- a. The minutes of the DAPL board meeting shall contain:
 - i. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the DAPL board's decision as to whether a conflict of interest in fact existed.
 - ii. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

6. Compensation.

- a. A voting member of the DAPL board who receives compensation, directly or indirectly, from the DAPL is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the DAPL for services is excluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the DAPL board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the DAPL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

7. Annual statements.

- a. Each Volunteer Leader shall annually sign a disclosure statement that:
 - i. Acknowledges that person has received, read, and understands the Conflict of Interests Policy;
 - ii. Indicates that person has agreed to comply with the Policy; and
 - iii. Discloses any potential or actual conflicts of interest.
- b. Said disclosure statement shall be executed by each Volunteer Leader upon obtainment of role.
- c. A Volunteer Leader shall not be seated until and unless the DAPL Conflict of Interest Policy is acknowledged and executed.

Conflict of Interest Policy & Acknowledgement

The Directors of the Dallas Association of Petroleum Landmen have resolved that no member of the Board of Directors, or Volunteer Leader of DAPL or its entities (hereinafter referred to as DAPL) shall participate in any discussion or vote on any matter in which they or a member of their immediate family has a potential conflict of interest due to having material economic involvement regarding the matter being discussed. When such a situation presents itself, the person must announce their potential conflict, disqualify themselves, and be excused from the meeting until discussion has concluded on the matter involved. The Chair of the meeting shall make an inquiry if such conflict appears to exist, and the director or Volunteer Leader has not made it known. The undersigned below acknowledges and subscribes to this Conflict of Interests Policy and declares that to the best of their knowledge there presently exists no conflict of interest between the undersigned and DAPL, and should a conflict arise, such conflict will be brought to the attention of the DAPL President immediately.

AGREED TO AND ACCEPTED this _____ day of _____, 20__.

Print Name: _____

Signature: _____

Position: _____

Dallas Association of Petroleum Landmen (DAPL)

No-Show Policy

Policy Approved 11/08/2023

Purpose

The purpose of the no-show (No-Show) policy is to protect DAPL's interests when members, non-members, and guests are not in attendance at events for which they previously registered to attend. Typically, this manifests itself in dinner or luncheon event settings where the cost-per-person is considerably high. In these instances, DAPL must absorb the cost of the food and beverages, and may turn away other members or guests who would have otherwise attended (when registration is at capacity).

No-Show Policy

Should a member, non-member, or guest not attend an event for which they previously registered to attend, DAPL may levy a penalty fee of not less than \$10, per event, but not more than the guest fee for said event(s). This penalty fee is variable and will be determined on a case-by-case basis based upon the cost-per-person of the respective event and other factors.

Should a member, non-member, or guest decide not to attend an event for which they previously registered to attend, **DAPL will require advance written notice of cancellation no less than forty-eight (48) hours prior to the respective event. Written notice should be sent via email to info@dapl.org.**

Dallas Association of Petroleum Landmen (DAPL)

Whistleblower Policy

Policy Approved 11/08/2023

Whistleblower Procedure

The Dallas Association of Petroleum (herein known as “DAPL”) requires all directors, officers, members, and volunteers (collectively “DAPL Parties” or individually “DAPL Party”) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All DAPL Parties must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable all DAPL Parties to raise serious concerns internally so that DAPL can address and correct inappropriate conduct and actions. It is the responsibility of all DAPL Parties to report concerns about violations of DAPL’s code of ethics or suspected violations of law or regulations that govern DAPL’s operations.

No Retaliation

It is contrary to the values of DAPL for anyone to retaliate against any DAPL Party who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of DAPL. Any DAPL Party who retaliates against any other DAPL Party who has reported a violation in good faith is subject to discipline up to and including termination of membership.

Reporting Procedure

DAPL has an open-door policy and suggests that all DAPL Parties share their questions, concerns, suggestions, or complaints with a current DAPL Director or Officer, who has the responsibility to investigate all reported complaints. If a DAPL Party is unsure whether a violation has occurred, the DAPL Party is urged to discuss the matter with a DAPL Director or Officer immediately. The DAPL’s President is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The President will advise the Board of Directors of all complaints at least quarterly and shall also report to the Treasurer on compliance activity relating to accounting or alleged financial improprieties. The President shall be responsible to the Board of Directors for all compliance matters.

Accounting and Auditing Matters

The DAPL President shall immediately notify the Board of Directors of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Acting in Good Faith

Any DAPL Party filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any

allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by any DAPL Party. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The DAPL President will notify the DAPL Party who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. The name and contact information for the DAPL President may be found on www.dapl.org or can be notified via email president@dapl.org.