

BARTENDING AGREEMENT

This Agreement is made this day _____, by and between:
Date

“Service Provider”

and

“Client”

Name

Name

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

Service Provider and Client may herein be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS Service Provider seeks to provide, for compensation, bartending services for gatherings and events and Client seeks to obtain the provision of same,

NOW THEREFORE the Parties agree to the following:

1. EVENT DETAILS.

The event (“Event”) shall be defined by the following:

Event Date: _____

Location: _____

Bar Service Start Time: _____

End Time: _____

Type of Event: _____

Number of Guests: _____

2. SERVICES PROVIDED.

For this Event, Service Provider will provide the following bartending services (check one):

Bartending services only. Service Provider will provide bartending staff only. Bartender(s) shall supply their own bartending tools (bottle openers, shakers, knives, stirrers, zesters, etc). Client shall supply all spirits, beverages, mixes,



ingredients, garnishes, cups and/or glassware, consumable items like toothpicks and straws, and ice.

Bartending services and basic drinks. Service Provider will provide staff, bar supplies, and inventory sufficient to prepare and serve a selection of commonly ordered drinks in the following categories (check all that apply):

- Cocktails
- Wine
- Beer
- Soft Drinks

Choice of spirits and beverage brands, and types of mixed drinks, cocktails, beer, wine, and soft drinks shall be determined by Service Provider except that Client has made special requests if specified here:

Bartending services and a custom drink menu. Service Provider will provide staff, bar supplies, and inventory sufficient to prepare and serve the following beverages:

3. COST

Client will be charged (check one):

- The flat rate of \$_____ USD.
- The hourly rate of \$_____ USD.
- Other (please specify here):

4. DEPOSIT.

To reserve the above Event Date, a deposit (check one):

- is not required.
- of \$_____ USD is due upon execution of this Agreement and will be applied, as a credit, on the final invoice.

This deposit is (check one):

- non-refundable.
- refundable under the following conditions:

5. CANCELLATION.

Service Provider shall have the right to cancel this Agreement for any reason and without penalty by giving Client written notice a minimum of _____ days prior to the Event (calculated as calendar days, including Event Date) and shall immediately return to Client any monies, deposits, or goods held by Service Provider under this Agreement.

Client shall have the right to cancel this Agreement for any reason and without penalty by giving Service Provider written notice a minimum of _____ days prior to the Event (calculated as calendar days, including Event Date) except that Client shall forfeit any deposit held by Service Provider. Upon cancellation by Client, Service Provider shall immediately return to Client any other monies or goods held by Service Provider under this Agreement.

6. CONFIRMING NUMBER OF ATTENDEES.

Client shall confirm the number of attendees _____ days before the Event. Client will take every reasonable measure to ensure accuracy and report this information to Service Provider in good faith.

7. ADDITIONAL RESOURCES.

Client may request to change any of the Event Details listed in Provision 1. If the Client requests additional staff, in excess of the number determined by Service Provider as set forth in Provision 12 of this Agreement, or additional glassware, ice, time, or any other resources deemed necessary by the Client for this Event after the deposit has been paid, if any, and before the Start Time of the Event, the additional resources shall be added to the Client's balance and the Service Provider shall send a modified Agreement stating the changes to the Client. The Service Provider shall retain the right to decline a Client's request for additional time and resources at the Service Provider's discretion without penalty at any time before or during the Event. If the Client makes such request during the Event, the Service Provider may accept and send a modified Agreement to the Client after the Event with the additional balance and statement of changes.

8. ICE AND GLASSWARE.

Ice shall be provided by (check one):

- Client or Venue
- Service Provider

Cups and/or Glassware shall be provided by (check one):

- Client or Venue
- Service Provider

9. TRAVEL AND LODGING EXPENSES.

Travel and lodging expenses (check one):

- will not be charged to Client for this Event.
- will be charged to Client under the following terms and conditions:

10. TIP JAR.

Service Provider is (check one):

- permitted to use a tip jar at the Event.
- not permitted to use a tip jar at the Event and (check one):
 - Client will not be charged an additional fee.
 - Client will be charged an additional fee of \$_____ USD.

11. LICENSING.

Licensing (check one):

- is not required for this Event.
- is required for this Event, and (if licensing is required, check one of the following):
 - Client shall be responsible for obtaining any and all licensing necessary to serve alcoholic beverages at this Event and Service Provider shall not be at fault if service is interrupted due to a lack of proper licensing.
 - Service Provider shall be responsible for obtaining any and all licensing necessary to serve alcoholic beverages at this Event.



12. NUMBER OF BARTENDERS, DETERMINATION OF.

Service Provider shall determine the actual number of employees ("Bartenders") required for this Event at their sole discretion. Number of Bartenders required may be based on number in attendance. Client shall not intentionally understate or underestimate number of attendees for purposes of minimizing costs. If actual Event attendance is substantially greater than Client has estimated, Service Provider shall have the right to charge Client for the number of Bartenders that would have been required. If actual Event attendance is less than estimated, Client shall receive no discount.

13. PAYMENT.

Upon completion of takedown and cleanup, Service Provider shall supply Client with a final, itemized invoice and any remaining unpaid balance shall be immediately due and payable.

14. INSURANCE.

Service Provider, prior to commencement of any bartending activity at the Event, shall have in place and in full effect, all necessary insurance coverage sufficient to satisfy the law.

15. RIGHT TO REFUSE SERVICE.

Service Provider will strictly adhere to state liquor laws, particularly those related to the prohibition of serving alcoholic beverages to intoxicated or underaged person. Whether or not an individual is "intoxicated" shall remain at Service Provider's sole judgement and determination.

16. ACTS OF GOD AND FORCE MAJEURE

If the Event must be cancelled or rescheduled due to an Act of God or some Force Majeure (including but not limited to: extreme weather, fire, famine, acts of war or terrorism, or an outbreak of an infectious disease) this Agreement shall immediately terminate and both Parties shall have no further obligation to the other except that each Party shall return to the other, any deposits, monies, or goods in their possessions.

17. PHOTO RELEASE.

Client hereby grants Service Provider a universe-wide, non-exclusive license ("License") to make photographic images or video at this Event for use in their marketing material. License shall endure in perpetuity, shall survive any and all changes, cancellations and termination of this Agreement and shall include transmission of images across all types of media presently known or yet to be invented. Client waives all rights to inspect or

approve videos or images prior to use and shall receive no compensation whatsoever for their use.

18. SEVERIBILITY.

If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

19. GOVERNING LAW.

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of _____, including its statutes of limitations.

20. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. INDEMNIFICATION.

To the maximum extent permitted by law, Client shall defend, protect, indemnify and hold Service Provider and their officers, employees and directors, as the case may be, harmless from and against any and all losses, demands, damages, liabilities, interest, awards, judgements, settlements, and compromises relating to any Third Party claims, actions, or causes of action, or suits, and all reasonable attorney's fees and other fees and expenses in connection therewith ("Losses") which may be incurred, arising out of, due to, or in connection with, directly or indirectly, the provisions of this Agreement, except to the extent that such Losses are the result of Service Provider's gross negligence.

22. HEADINGS.

Paragraph headings in this Agreement are for convenience only and shall have no effect upon the meaning of their respective provisions.

23. LIMITATIONS ON DAMAGES.

Damages shall be limited to each Party's actual costs and expenses incurred as a direct result of adherence to the provisions of this Agreement.

24. WARRANTIES.

Service Provider makes no warranty as to the quality of service or beverages to be provided at the Event. Dissatisfaction for any reason on the part of Client or their guests shall not be construed as Service Provider’s failure to deliver under this Agreement, and shall not be grounds for non-payment.

25. ADDITIONAL TERMS AND CONDITIONS.

(check one)

- There are no additional terms or conditions as part of this Agreement.
- Additional terms and conditions are as follows:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Service Provider Signature

Printed Name and Date

Title

Client Signature

Printed Name and Date

Title

