

## **BARTENDING SERVICES CONTRACT**

This contract is by and between \_\_\_\_\_ (“Client”) and \_\_\_\_\_ (“Owner and/ or Bartender”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2021. By executing this contract, Client acknowledges receipt of a copy of the contract and accepts all terms and conditions of herein contained.

Reservation and Cancellation Fees. A retention fee of \$100.00 is due at signing and is non-refundable. The retention fee shall be applied to the total balance of the Bartending Fee agreed to herein. Owner reserves the right to delay services until all payments are made in full. Cancellation must be in writing via email, fax, certified mail or hand delivery to Owner. Client agrees the retention fee due at signing is not transferable to any other date or location unless agreed upon by bartender and Client and a new contract has been agreed upon and signed by both the bartender and Client.

Bartending Services. Owner and/ or Bartender will be responsible for wearing proper attire for the event which includes black pants and white or black shirts. Owner and/ or Bartender shall request proper identification (photo ID) of any person of questionable age, and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced. Owner and/ or Bartender will refuse alcoholic beverage to any person who appears intoxicated. Owner and/ or Bartender reserves the right to refuse and forbid requested service or arrangements as being impermissible on the grounds of safety, security or similar concerns. No straight shots are served.

Event Agenda. An event agenda will be formed. The event agenda will include the number of invitees and inventory of alcoholic beverages. Owner and/ or Bartender reserves the right to decline matters not stated on this agenda. Client may not bring in bartenders or additional inventory after inventory has been taken.

Client Responsibility. Control of invitees and others is the responsibility of Client. Client will be responsible for prohibiting invitees and others from bringing alcohol on site. Client will be responsible for prohibiting attempts at self service of alcoholic drinks. Client will be responsible for removing invitees and others from the premises for any action or behavior deemed contrary to the terms of this contract by Owner and/ or Bartender. Client will be responsible for ensuring that invitees and others abide by State liquor laws.

Client must purchase and supply all liquor, beer, wine, and champagne, soft drinks and other non-alcoholic drinks. Owner and/ or Bartender is not responsible for any arrangement made for the amount ordered and delivery or pick up after event. Owner and/ or Bartender will not be responsible for any alcohol left on premises before or after the event.

Owner and/ or Bartender:

Client:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
EMAIL

The date of the Event Shall be:\_\_\_\_\_.

The Event shall take place at:\_\_\_\_\_.

The Event shall begin at \_\_\_\_\_ and end at \_\_\_\_\_.

Waiver of Liability. It is understood that Client will conduct the function in an orderly manner, in full compliance with all State laws, ordinances and regulations. Client agrees to irrevocably and unconditionally defend, indemnify and hold harmless Owner and/ or Bartender, it's owners, employees and contractors from liability, claims, demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury to invitees and others sustained during the event in connection with food, beverages, services, or property. Client agrees to irrevocably and unconditionally defend, indemnify and hold harmless Owner and/ or Bartender, it's owners, employees and contractors jointly and individually, from any liability, claims, demands, actions and causes of action arising out of or related to any loss, damage, illness, death, or injury sustained by invitees and others in connection with the service and consumption of alcoholic beverages at the event. Owner and/ or Bartender is obligated to terminate the event if invitees and others do not comply with the State liquor laws and/or any policies set forth in this contract concerning service of beverages or conduct of invitees or others. Client understands that it is against the law for persons at the event under the age of 21 to consume alcohol and Client will monitor them appropriately. In the event Owner and/ or Bartender becomes unavailable due to storm damage, civil unrest, Act of God, health concerns, pandemic restrictions on gatherings or reasons not controlled by Owner and/ or Bartender, this contract will be canceled and Owner and/ or Bartender will not be obligated or held responsible for any further damages or losses. If such an event occurs, the retention fee made at signing would be refunded.

Bartending Fees. Owner and/ or Bartender shall receive \$\_\_\_\_\_ as compensation for their services. This entitles the Client to use the bartending services for the agreed upon event, together with set-up and break down. (Gratuity is accepted but not mandatory and is purely based upon the Client's discretion.)

In the event your engagement exceeds it's anticipated time limit, and is agreeable to the Owner and/ or Bartender, the amount of \$\_\_\_\_\_ will be charged for each hour beyond the original end time. Client shall make every effort to alert the Owner and/ or Bartender in the event the engagement exceeds the original time limit.

Homeowners Insurance: Since this is a private event held by the Client and not open to the general public, Client understands that a 24-hour liability rider on its homeowners policy is recommended. Client is responsible for actions of all invites and others, and any legal ramifications resulting from their behavior.

Other: This contract sets forth the entire understanding of the parties. This contract may not be modified or amended, in whole or in part, except by written amendment signed by all parties hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_, without regard to its conflicts of laws principles.

**IN WITNESS WHEREOF**, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

**OWNER AND/ OR BARTENDER:**

**CLIENT:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

Name

