**Bartending Services Agreement**

This Bartending Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Bartenders-R-Us, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers bartending services and the Client desires to retain the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** On *[insert date]*, between the hours of *[insert hours of rental period]*, the Company will provide bartending services and personnel to the Client (the “Services”) on premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert venue, street address, city, applicable event information]* (the “Event”).
2. **PAYMENT.** A total fee in the amount of *[insert fee amount – for example, Five Hundred Dollars ($500)]*, which calculates out to $\_\_\_\_\_\_\_\_\_ *[insert hourly rate]* (“Hourly Rate”), shall be paid by the Client to the Company, according to the following schedule, for payment of the Services (“Payment”). A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required within \_\_\_\_\_ *[insert number of days]* after the Effective Date stated above and shall not be refunded for any reason except for those situations outlined herein. The remaining balance (“Outstanding Balance”) shall be paid no later than two (2) weeks *[or other time period]* prior to the performance of the Services. Payment shall be in the form of credit/debit card only.

\*\*\*insert this paragraph ONLY if your company allows extended hours\*\*\*

The Services shall be rendered during the times indicated above. However, should the Client at the time of the performance of the Services, desire to extend the time period for the Services (“Additional Services”), the Company may, in its sole discretion, accept such Additional Services and be paid an hourly rate of $\_\_\_\_\_\_\_ *[insert hourly “overtime” rate]* which shall be charged to the credit/debit card (initially provided to the Company) at the conclusion of the agreed upon Additional Services time period.

1. **PASSED WINE SERVICE AND CHAMPAGNE TOAST**. Should passed wine and/or champagne toast service be desired by the Client, the Company must be notified in advance as this service will require additional Staff due to time constraints of serving guests simultaneously. Additionally, an increase in Payment may be required for such service for additional Staff. Either the Client may request or the Company can offer an estimate of cost on this type of service.
2. **CANCELLATION.** As stated above, the Reservation Deposit is nonrefundable. A minimum of *[insert day for notice – must be more than the time determined for payment of the Outstanding Balance]* days’ notice is required to cancel the Agreement and to avoid payment of a cancellation fee. Any cancellation made less than *[insert cancellation time]* prior to the performance of the Services will result in a cancellation fee of $ \_\_\_\_\_\_\_\_\_ *[insert amount of cancellation fee…should be substantial enough to deter individuals from canceling]*. If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client, including the Reservation Deposit, within *[insert number of days]* days following cancellation by the Company.
	1. **Cancellation by Venue**. Should the location/venue cancel the Event for any reason beyond the control of the Client, the Company shall refund the Reservation Deposit as long as the Company has not yet ordered alcohol. If such event has occurred, the Company shall retain the entire or a portion of the Reservation Deposit to cover this expense. If the alcohol is returnable either in whole or in part, the Company shall return the amount of the Reservation Deposit less any unreturnable product (with unreturnable product(s) itemized) to the Client. The Company shall have no responsibility and liability beyond these terms.
3. **BARTENDING STAFF**. The Company shall assign bartender(s), bar backs, and service staff (“Staff”) (as determined by the Company based on the number of guests expected for the Event) exclusively for the performance of the Services. The Company reserves the right to change any Staff assignment and substitute another Staff member at any time due to illness or other emergency. Staff shall wear a uniform of white shirt and black pants. The Staff shall be allowed to display a “tip jar” located in the bar area of the Event. Any money deposited therein shall be the property of the Company to be distributed to the Staff in accordance with the Company’s internal policy(ies). The Staff shall not drink any alcoholic beverages during the performance of the Services regardless as to whether such alcohol was bought by the Staff member or bought by an Event guest for that Staff member.
	1. **Confidentiality**. Staff may, during the performance of the Services, overhear or be privy to business or propriety information discussed at the Event. Such information shall remain confidential and shall survive the termination of this Agreement.

\*\*\*\*provisions below shall change based on labor-only bartending services or full-service bartending services\*\*\*\*

**IF LABOR-ONLY BARTENDING, add these paragraphs:**

1. **PROVISIONS**. The Client shall supply all provisions necessary for the Company’s Staff to perform the Services including, but not limited to, desired types and brands of alcohol (liquors, beers, wines, ciders, etc.), mixing and serving equipment, ice, coolers, glassware or plastic-ware, soft drinks, drink mixers, appropriate drink garnishes, iced tea (sweet and/or unsweet), water, hot tea, coffee, and miscellaneous bar supplies as needed by the Staff. (The Company will assist the Client in making suggestions on quantities and types of alcohol to order if expressly requested by the Client.) Additionally, the Client shall have the bar area prepared for the Staff by setting up the glassware, having appropriate drinks on ice, and all utensils prepared and ready for the Staff’s arrival. It is specifically acknowledged and agreed that the Staff shall mix and/or serve only the alcohol and drinks as provided by the Client. The Staff shall arrive one half hour prior to the start time of the Event in order to prepare the bar area for service. It will be the responsibility of the Client to have bar ice available for refill use, retrieve more bottles as required, empty trash, remove empty and discarded glasses, and clean up following the Event. At the conclusion of the Event (including any time under Additional Services) *[include only if Additional Services paragraph is added above]*, the Staff shall leave within one half hour. The Staff is not responsible for any clean up at the conclusion of the Event. No alcohol is to be taken off premises by an Event guest for any reason.
	1. **Shots of Alcohol**. Due to most venue restrictions, the Company maintains a “no straight shots of alcohol” policy and such will not be served at any time during the Event.
	2. **Alcohol Not Served**. Any alcohol not served and which is unopened and not been chilled shall be gathered by the Staff for the Client to either return to the liquor stores, if possible and if desired by the Client, or taken away by the Client. At the end of the Services, the Staff shall have no further obligation and/or responsibility for unattended alcohol.

**IF FULL-SERVICE BARTENDING, add these paragraphs:**

1. **PROVISIONS**. The Company shall provide all of the following in connection with the Services (as determined by the Company based on the number of guests expected for the Event): mixing and serving equipment, ice, coolers, glassware or plastic-ware, soft drinks, drink mixers, appropriate drink garnishes, glasses/cups appropriate for non-alcoholic beverages outlined below (if so requested *[this may be something provided for by the caterers]*), and miscellaneous bar supplies as needed by the Staff. It will be the responsibility of the Staff to refill bar ice, retrieve more bottles as required, empty trash, remove empty and discarded glasses, and clean up following the Event. The Staff shall arrive one (1) hour *[or other time period as desired]* prior to the start time of the Event in order to prepare the bar area for service. At the conclusion of the Event (including any time under Additional Services) *[include only if Additional Services paragraph is added above]*, the Staff shall provide a final cleanup of all bar items and glassware, empty all trash receptacles near the bar area, and place in the designated trash area at the location/venue. No alcohol is to be taken off premises by an Event guest for any reason.
	1. **Alcohol Beverages**. The Client shall provide the following liquors, beers, ciders, wine, and drinks: *[insert with specificity – including brand names if desired – what items the Client will be purchasing for the Event; i.e., Grey Goose Vodka, Jack Daniel’s Whiskey, Jim Beam Bourbon]*.
	2. **Non-Alcoholic Beverages**. The Client shall provide iced tea (sweet and/or unsweet), water, hot tea, and coffee for the Event.
	3. **Shots of Alcohol**. Due to most venue restrictions, the Company maintains a “no straight shots of alcohol” policy and such will not be served at any time during the Event.
	4. **Alcohol Not Served**. Any alcohol not served and which is unopened shall be collected by the Staff for return to the Company.

\*\*\*include the following paragraph if event will have a cash bar\*\*\*

1. **CASH BAR**. In a cash bar arrangement, the Company shall in its sole discretion determine and provide all alcohol brands and types to be sold at the Event and at what cost per drink. Such information shall be posted by the Company in a conspicuous location in the bar area. The Company shall retain all guest payments from such cash bar arrangement. Additionally, the Company shall provide all mixing and serving equipment, ice, coolers, glassware or plastic-ware, soft drinks, drink mixers, appropriate drink garnishes, glasses/cups appropriate for non-alcoholic beverages outlined below (if so requested *[this may be something provided for by the caterers]*), and miscellaneous bar supplies as needed by the Staff.
2. **CONSUMPTION**. The Parties acknowledge and agree that outside alcoholic beverages are prohibited from the Event. Guests shall be prohibited from entering and leaving the premises with alcoholic beverages. If such circumstances occur, the Company reserves the right to discontinue performance of the Services.
3. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all licenses and/or permits required to provide the Services. This may include discussion and confirmation with the location/venue management as to any special or necessary permits required in order for the Company to provide the Services. The Staff will adhere to all local liquor laws without exception.
	1. **Service of Alcohol**. It will be the primary responsibility of the Company’s Staff to ensure that no underage patrons are allowed to purchase or are served alcoholic beverages from the bar area. Proper photo identification may be requested as proof of age. Additionally, the Company’s Staff shall use their sole discretion and best judgment as to the service of alcohol to any individual and when to cease service to any individual.
	2. **Venue and Location Limitations**. The Client acknowledges that the Company shall be limited by the rules and guidelines of the location/venue. Any desired flexibility of location/venue rules and guidelines shall be subject to negotiation solely by the Client with the location/venue management.
4. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Staff have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Staff have any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, child abuse, violence directed at children, and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all the Company Staff have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
5. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an extreme illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the Services.
6. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, liquor liability coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any Reservation Deposit shall be refunded to the Client within five (5) business days of termination.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

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 Signature

 **“COMPANY”**

 **BARTENDERS-R-US, LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative