

Service Agreement

This Service Agreement (the "Contract") is made effective as of "Today's Date" (the "Effective Date"), by and between "client name" ("first name") of "client address" and "Company Name" of "Company Address".

1. DESCRIPTION OF SERVICES. Beginning on "Event Date," "Company Name" will provide to "Client First Name" the following services (collectively, the "Services"):

See Quote #XX for agreed upon details. Please sign and return the quote

1. 2. RIGHTS AND RESPONSIBILITIES OF THE BARTENDER. *Company Name* affirms that he or she knows state and local laws concerning the sale of alcoholic beverages and shall follow the applicable liquor laws. *Company Name* shall follow measures to ensure that only persons of legal drinking age are served alcoholic beverages. Guests who appear to be underage may be asked to provide ID. *Company Name* shall also exercise discretion in serving alcoholic beverages to guests. *Company Name* reserves the right to refuse to serve alcoholic beverages to any guest if he or she believes that such guest is intoxicated and is acting in a manner that could be detrimental to either himself/herself or other guests. *Company Name* will prepare all necessary cocktail items, garnish, and stock items along the way. *Company Name* will provide the necessary tools, i.e. wine key, bottle opener, pourers, etc. Bartenders are not permitted to use cocktail mixers for non-alcoholic beverages. *Client Name* understands that they would need to provide a non-alcoholic beverage station, or hire *Company Name* to provide as a separate charge. *Company Name* cannot use their mixers for non-alcoholic beverages or mixers could run out before the event is over. Venues may not permit *Company Name* to serve or pour straight liquor, i.e.: shots, shooters, "on the rocks" due to strict Liquor Liability Insurance Rules and Regulations on open bars. *Company Name* has to be the only bartending company and pour all alcoholic beverages. **INITIAL** _____

3. LOCATION AND PERMITS. Location selection for providing bartending services and compliance with all location permits, rules and/or regulations, including but not limited to liquor licenses, are the sole responsibility of *Client Name*. *Client Name* understands there needs to be a dedicated outlet for power within 150 ft of the bar location. If there is no dedicated outlet, company can provide a generator. The generator rental fee is \$295 for a total of 4 hours running time. If a mobile bar is rented, it is the

responsibility of the client to ensure there is a flat space the bar can be moved into; not limited to the entrance and doors or gates being wide and tall enough for entry. If there are any issues with the location, *Company Name* will find another place to park as close to the location the client had planned, there will be no refunds given if the spot chosen is not the spot the client had planned. If client is providing kegs, they must be properly chilled prior to *Company Name* arrival or client understand the kegs will pour foam only. *Company Name* cannot be held responsible for foamy kegs due to improper temperature control before they arrive. *Client* understands The Pour Horse will chill all champagne in order to avoid long chill times and warm Champagne. If there is a toast, it is the clients responsibility to give The Pour Horse a timeline, The Pour Horse may need to close the bar temporarily to pour and serve hundreds of champagne glasses. Champagne toasts are considered an additional service and are charged at \$1/pour.

Initials

4.PAYMENT. *Client Name* agrees to pay *Company Name* in consideration of the Services contracted for, the sum of \$XXX with a \$XXX non-refundable retainer fee due upon signature of this Contract and the remaining balance of \$XXX and any item reimbursements outlined in Section 1 of this Contract to be paid the date of the event. Champagne toasts are \$2.00/per glass poured, *Company Name* needs a headcount and to be notified 7 days prior if champagne is to be added. Bar relocation or second bar set up is an additional \$100.00 per set up. An industry standard 18% Gratuity and required sales tax has been added to balance, if no tip jar is allowed client is subject to a 25% service fee or \$100/Bartender minimum as gratuity. Payment and Balance shall be directly made to company name, address” via square, venmo or credit card with valid ID present or signed one-time credit card authorization form. **NO PERSONAL CHECKS ACCEPTED.**

Any Services requested that exceed the contracted time period and which are granted by *Company Name* will be charged at the rate of *Company Rate* per hour for trailer rental. It may not always be possible to provide additional hours. Requests for extended time will be accommodated only when feasible. *Company Name* requires an additional bartender for every 100 guests for service standards. In addition to any other right or remedy provided by law, if *Client Name* fails to pay for the Services when due, *Company Name* has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Initials

5.TERM. This Contract will terminate automatically upon completion by *company name* of the Services required by this Contract.

6.CANCELLATION POLICY. All retainer and prepaid fees are non-refundable. Cancellation of this Contract by *Client Name* which is received in writing more than 120 days prior to the event will result in a refund of any monies paid less the retainer fee. Cancellation of Services received less than *Client Name* 120 days prior to the event obligate *Client Name* to make full remaining payment of the total fees agreed upon. If cancellation is initiated by *Company Name* monies paid to *Company Name* from *Client Name* shall be fully refunded INCLUDING any retainer fees. Any refund shall be paid out at month's end. Any event cancellations due to "Acts of God" shall not receive a refund unless cancelled 120 days prior or more.

Company Name is not responsible to refund due to inclement weather for outside weddings. *Client Name* agrees to take on the responsibilities that come with having an outside event, including but not limited to event cancellations due to extreme weather circumstances. In extreme weather conditions, *Company Name* will make an executive decision based on the safety of their staff, with intent to make it to the event unless it is truly hazardous conditions.

Initials

7.WARRANTY. *Company Name* shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in *Company Name's* community and region, and will provide a standard of care equal to, or superior to, care used by bartenders similar to *Company Name* on similar projects/work. *Company Name* shall be familiar with all state, local, regulations, policies and guidelines applicable to the serving of alcohol. *Company Name* shall not consume or use illegal substances or alcoholic beverages while performing his or her duties.

8.DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

9.REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

10.ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

11.ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12.SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13.AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

14.GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas.

15.NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16.WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17.SIGNATURES. This Agreement shall be signed on behalf of *Client Name* by *Client Name* and on behalf of *Company Name* by *Company Signer Name*, and effective as of the date first above written.

This Bartending Contract is executed and agreed to by:

X _____
Signer Name, CEO, Company Email

X _____
Client Name, Client, Client Email