

BARTENDING SERVICES AGREEMENT

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This Bartending Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[BARTENDER / COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietorship] with its principal place of business at [PROVIDER ADDRESS] (the "**Bartender**"); and

[CLIENT LEGAL NAME OR INDIVIDUAL], with an address at [CLIENT ADDRESS] (the "**Client**").

The Bartender and the Client are each a "**Party**" and together the "**Parties**."

Recitals. The Client is hosting the event described below and wishes to engage the Bartender to provide professional bartending services. The Bartender wishes to provide those services on the terms set out here. Alcohol service carries legal responsibilities that vary by jurisdiction; the Parties intend to allocate those responsibilities clearly. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. The Event and Services

1.1 Event details. The Bartender will provide bartending services for the Client's event known as [EVENT NAME] (the "**Event**") on [EVENT DATE] at [VENUE NAME AND ADDRESS] (the "**Venue**").

1.2 Service period. The Bartender will provide active bar service for [NUMBER] hours, from [START TIME] to [END TIME] (the "**Service Period**"), plus reasonable setup before and cleanup after.

1.3 Staffing. The Bartender will provide [NUMBER] bartender(s) and [NUMBER] barback(s) for an estimated guest count of [NUMBER]. The Client will give written notice of any material change in guest count at least [NUMBER] days before the Event so staffing can be adjusted.

1.4 Scope of services. Services include: [DESCRIBE, e.g. setup and breakdown of the bar, mixing and serving drinks, ice and garnish prep, basic bar cleanup]. Services do **not** include [EXCLUSIONS, e.g. food service, glassware rental, table service] unless added in writing.

2. Alcohol, Supplies, and Responsibilities

2.1 Who supplies the alcohol. The Parties agree that [THE CLIENT / THE BARTENDER] will supply the alcoholic and non-alcoholic beverages for the Event. This allocation has significant legal consequences and should be reviewed with counsel and any required licensing authority.

2.2 Bartender-supplied items. If the Bartender provides supplies, those include: [LIST, e.g. bar tools, mixers, garnishes, napkins, cups], billed as set out in Section 3.

2.3 Client-supplied items. The Client will provide: [LIST, e.g. all alcohol, ice, a working bar surface, access to water and power, tables, trash service], unless the Parties agree otherwise.

2.4 Permits and licenses. Each Party will obtain and maintain the permits and licenses required for its role under applicable law, including any liquor license, caterer's permit, or special-event permit. The Bartender will, where required, hold a current responsible-beverage-service certification and provide proof on request. Liquor-liability rules, host-liability ("dram shop") rules, and permit requirements vary significantly by jurisdiction; the Parties will defer to local law.

3. Fees and Payment

3.1 Total fee. The total fee for the Services is **[\$ TOTAL]**, plus applicable taxes, calculated as **[FLAT FEE / \$ RATE per bartender per hour / PER-GUEST]** as detailed in **[EXHIBIT A / THE QUOTE]**.

3.2 Deposit and balance. To reserve the Event date, the Client will pay a non-refundable deposit of **[\$ AMOUNT OR PERCENTAGE]** on signing. The remaining balance of **[\$ AMOUNT]** is due **[NUMBER]** days before the Event.

3.3 Overtime. Service beyond the Service Period, if requested and agreed during the Event, is billed at **[\$ RATE per bartender per hour]**, charged in **[NUMBER]**-minute increments.

3.4 Gratuity and tip jar. Gratuity is **[INCLUDED in the fee / NOT included]**. A tip jar **[IS / IS NOT]** permitted at the bar. Tips collected belong to the serving staff unless the Parties agree otherwise.

3.5 Travel. Locations beyond **[NUMBER]** miles of **[ORIGIN CITY]** incur a travel charge of **[\$ RATE]**. The Client will provide reasonable parking.

4. Responsible Service of Alcohol

4.1 Lawful, responsible service. The Bartender will serve alcohol responsibly and in compliance with applicable law, including refusing service to any guest who appears intoxicated and to any guest who cannot provide valid proof of legal drinking age.

4.2 ID checks. The Bartender will check identification and may refuse service where age cannot be verified. The Client will support the Bartender's right to refuse service.

4.3 Last call and cutoff. Alcohol service will end no later than **[TIME]** or at the end of the Service Period, whichever is earlier. The Bartender may stop service earlier if conditions reasonably warrant.

4.4 No service to minors. Under no circumstance will the Bartender knowingly serve alcohol to anyone under the legal drinking age. The Client will not direct or pressure the Bartender to do so.

5. Venue, Setup, and Access

5.1 Bar location and access. The Client will designate a suitable bar location and ensure the Bartender has Venue access at least **[NUMBER]** hours before the Service Period for setup.

5.2 Power, water, and waste. The Client will ensure access to potable water, power as reasonably needed, and trash and recycling service at the Venue.

5.3 Cleanup. The Bartender will leave the bar area in reasonably clean condition. Removal of the Client's empties, kegs, or rented equipment is the Client's responsibility unless agreed otherwise.

6. Cancellation and Rescheduling

6.1 Cancellation by the Client. The deposit is non-refundable. If the Client cancels fewer than **[NUMBER]** days before the Event, the full balance becomes due as liquidated damages, representing a reasonable estimate of the

Bartender's lost opportunity and not a penalty.

6.2 Rescheduling. The Client may request to move the Event once to a mutually available date within **[NUMBER]** months, subject to availability and a rescheduling fee of **[\$ AMOUNT]**; the deposit transfers to the new date.

6.3 Cancellation by the Bartender. If the Bartender must cancel for reasons within its control, it will refund all amounts paid, including the deposit, and will use reasonable efforts to arrange a comparable substitute.

7. Liability, Indemnification, and Insurance

7.1 Client responsibility for the event. The Client is the host of the Event and is responsible for the overall conduct of guests, the lawful supply of alcohol (where the Client supplies it), and compliance with Venue rules.

7.2 Indemnification by the Client. Except to the extent caused by the Bartender's negligence, willful misconduct, or service of alcohol in violation of Section 4, the Client will indemnify and hold the Bartender harmless from claims arising from the Event, including claims by or relating to intoxicated guests.

7.3 Indemnification by the Bartender. The Bartender will indemnify and hold the Client harmless from claims arising from the Bartender's negligence or willful misconduct in performing the Services.

7.4 Insurance. The Bartender **[DOES / DOES NOT]** carry liquor-liability and general-liability insurance with limits of at least **[\$ AMOUNT]**. On request, the Bartender will provide a certificate of insurance. The Parties should confirm that coverage matches the alcohol-service allocation in Section 2.

7.5 Limitation. Except for indemnification obligations and the matters in Section 7.4, neither Party is liable for indirect, incidental, or consequential damages, and the Bartender's aggregate liability not arising from gross negligence or willful misconduct will not exceed the total fee paid.

8. Force Majeure

8.1 Excused performance. Neither Party is liable for failure to perform caused by events beyond its reasonable control, including severe weather, fire, government or licensing action, public-health emergency, or Venue closure. The Parties will work in good faith to reschedule, and the deposit may apply to the new date.

9. General Provisions

9.1 Independent contractor. The Bartender is an independent contractor. Nothing creates an employment, partnership, or joint-venture relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

9.3 Notices. Notices must be in writing and sent to the addresses above and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement is the entire agreement on its subject and may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BARTENDER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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