**TENNESSEE ELKS LODGE SERVICE AGREEMENT**

Name Date Event Date

Address

City State Zip Code

Contact Email Phone

Setup Time Period Event Time Period Attendees

This service agreement is for services to be rendered at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Elk's Lodge event hall/kitchen/Tiki Hut/pool/other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a maximum seating capacity of \_\_\_\_\_\_\_\_\_\_ guests. All arrangements not set forth herein are to be made by the Purchaser.

1. **FOOD AND CATERING SERVICE**

The Elks Lodge will provide the following food and catering service at the cost set forth below:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. BEVERAGE SERVICE**

The Elks Lodge will provide the following beverage service at the cost set forth below:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. **INDEMNIFICATION**

**Purchaser, in return for receipt of the Lodge services set forth above and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agrees to indemnify and hold harmless the Elks Lodge and its officers, board of directors, staff, volunteers, employees, agents, members, and representatives from any and all claims, lawsuits, damages, losses, costs of defense or any other expenses, including but not limited to reasonable attorneys’ fees, arising out of or related to the services set forth herein, except if due to the gross negligence of the Lodge.**

1. **ALCOHOLIC BEVERAGES**

Elk’s Lodgesare governed by Tennessee law. All guests must be 21 years or older to consume alcoholic beverages and must have appropriate ID. **As a responsible host, we will end bar service 30 minutes prior to the end of the event.** We cannot serve alcoholic beverages to an intoxicated guest. **No outside alcoholic beverages are permitted on the premises or in the parking lot. If found, such beverages will be confiscated. All alcoholic beverages must be served by Elks Lodge personnel.** All alcoholic beverages will be provided and served by the Elks Lodge.

1. **OVERTIME**

Functions are to begin and end within the time period specified above. Overtime is not an option. If all guests and vendors have not departed within 30 minutes following the conclusion of the contract time, a fee of $\_\_\_\_\_\_\_\_ per hour will be charged.

1. **NO LIABILITY**

Purchaser agrees that it shall not seek to hold the Elks Lodge, its officers, board of directors, staff, volunteers, employees, agents, members, and its representatives liable for any suit, actions, losses, damages, and/or expenses of any kind in connection with, arising out of, or relating to any personal injury, illness, or property damage or theft resulting from the use of any facility at the Lodge, absent the Lodge’s own gross negligence. **Absent such gross negligence, the use of the services by Purchaser is at the sole risk of the Purchaser.** The Elks Lodge is not responsible for any damage to the property of Purchaser or anyone associated with Purchaser, and Purchaser waives any insurance subrogation claim.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

1. **AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

1. **SEVERABILITY**

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

1. **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement 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 Agreement.

1. **APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Tennessee.

**20. FINAL DECISIONS AND AUTHORITY**

Each event is different, and it is impossible to predict all situations that may arise. This Elk’s Lodge, in its sole discretion, has final authority regarding all services rendered and any questions that may arise related to those services, including the interpretation and application of this Rental Agreement.

**21. ADDITIONAL TERMS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ELKS LODGE #\_\_\_\_\_\_ PURCHASER**

Representative Renter

Date: Date:

**TENNESSEE ELKS LODGE SERVICE AGREEMENT**

**Cost Schedule**

|  |  |
| --- | --- |
| **BAR SERVICES** |  |
| Hosted Bar + 18 % gratuity | Y N |
| No Host Bar | Y N |
|  |  |
| Bartender @ $\_\_\_\_\_\_\_ up to 50 guests  | Y N |
| Hosted Bar $\_\_\_\_\_\_\_ per guest deposit | Y N |
|  |  |
| **FOOD** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **BEVERAGES** |  |
| Wine @ $ ea |  |
| Champagne @ $ ea |  |
|  |  |
| Special Order:  |  |
| Wine @ $ ea |  |
| Champagne @ $ ea |  |
| Corkage fee @$\_\_\_\_\_\_per btl |  |
|  |  |
|  |  |
| SUBTOTAL |  |
| PLUS SERVICE DEPOSIT |  |
| TOTAL |  |
|  |  |

I have read and agree to the above policies, conditions, and pricing of this service agreement.

Name Date