

***PBK Bartending* Service Agreement**

CLIENT INFORMATION	Name(s):
	Phone Number:
	Email Address:
	Event Date:
EVENT INFORMATION	Event Type or Theme:
	Event Address:
	Event Start Time:
	Event End Time:
	Number of Guests:

Client: Please read and sign this Service Agreement which sets forth the terms and conditions of the services to be provided by *PBK Bartending*. This document explains the Scope of the Services Provided, Limits of the Service Provided, Client Responsibilities, General Exclusions, Terms and Conditions, and Limitations of Liability.

**SERVICES PROVIDED**

The Client named above agrees to hire *PBK Bartending* to perform said duties at the event named above. *PBK Bartending* will provide professional services to the Client, which include: (check all that apply)

- Bartender(s): Mixing and serving drinks, beer and wine.
- Waitstaff: Serving orders by picking up and delivering patrons' choices from bar and kitchen.

**LIMITATIONS OF THE SERVICES PROVIDED**

1. *PBK Bartending* shall not assist with food preparation or valet service before, during, or after said event.
2. *PBK Bartending* shall not provide bouncer or other services or methods should guests of the Client require direct intervention.
3. *PBK Bartending* shall not move any furniture or equipment belonging to the Client or owner without the expressed consent of the Client or owner.

**CLIENT RESPONSIBILITIES**

1. The Client has chosen one of the following packages/experiences: (please check all that apply)

**Bartender:**

- The Phoenix Experience, at a rate of \$45 per hour for \_\_\_\_ hours, which includes preparation time.

- The Classic Experience, at a rate of \$45 per hour for \_\_\_\_ hours, which includes preparation time.
- The Repeat Offender Experience, at a rate of \$55 per hour for \_\_\_\_ hours, which includes preparation time.

*Each Experience includes one-hour of preparation time, which is included in the 4-hour minimum. In the event that the Client does not need the full 4 hours, **PBK Bartending** will still require payment for the minimum of 4 hours.*

2. The Client is responsible for the purchase of all alcohol and cocktail ingredients (i.e. mixers, juices, syrups, ice, etc.). **PBK Bartending** may assist the customer in the selection of alcohol and ingredients, but will not purchase or provide any type of alcohol.
3. The Client is responsible for the purchase of all additional supplies (mixers, juices, syrups, ice, salts, garnishes, etc.) not being supplied by **PBK Bartending**.
4. The Client has inspected the venue of said event and verifies that it is a legally and physically adequate location. **PBK Bartending** bears no responsibility should the location prove inadequate for the Client's needs.
5. Should the venue of said location require **PBK Bartending** to provide additional licensure (i.e. Bartender Liability Insurance or ABC One-Day Event Permit), the Client is responsible for the purchase.
6. The Client is responsible for paying the remaining balance of the cost on or prior to the date of services.

#### GENERAL EXCLUSIONS

**PBK Bartending** RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE JUDGED BY THE PROFESSIONAL BARTENDER OR SERVER TO BE INTOXICATED OR UNDERAGE.

#### *TERMS AND CONDITIONS:*

1. **PBK Bartending** shall maintain a clean bar environment. No bartender shall smoke or drink while working.
2. **PBK Bartending** shall exude a professional manner at all times, which shall include courteous speech and behavior, and clean, professional attire.
3. The Client agrees to the following payment terms:
  - a. A deposit of **\$50.00** to be paid at the signing of this contract. The amount of the deposit shall be applied to the final billing that shall be rendered at the conclusion of said event.
4. Fees: **PBK Bartending** shall receive the total amount due: (see page 2) \$\_\_\_\_\_ for services received.
5. The Client agrees that, to the extent allowed by law, any damages or breach of this contract are limited to the amount of the deposit only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against **PBK Bartending**, and fail to prevail.
6. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

#### TRAVEL

A travel fee of **\$50** is applied for services rendered outside the 40-mile radius of Inglewood, California. Any and all travel expenses, including parking costs will be applied. Travel that exceeds 40 miles will be determined on a case-by-case basis and admitted into the agreed contract.

## LIMITATION OF LIABILITY

It is understood and agreed that *PBK Bartending* is not a bar or restaurant, but is a provider of bartending and waitstaff services. The Client hereby releases and exempts *PBK Bartending* and its agents and employees of and from all liability and responsibility for any incident, accident, injury or death that may be in any way related to the event.

*PBK Bartending* affirms that he or she knows state and local laws concerning the sale of alcoholic beverages and shall follow the applicable liquor laws. *PBK* 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. *PBK* shall also exercise discretion in serving alcoholic beverages to guests. *PBK* 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. *PBK* will prepare all necessary cocktail items, garnish, and stock items.

Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the services provided shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any court of competent jurisdiction.

### FEE SCHEDULE:

- ❖ Deposit (due upon signing):
- ❖ Bar services:
- ❖ Travel fee:
- ❖ Remaining balance of \_\_\_ to be due on:

## ACKNOWLEDGEMENT

I, the undersigned, have carefully read the preceding *PBK Bartending* Service Agreement and Description and fully understand and agree with the limitations, exclusions, and terms described.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*PBK Bartending* Representative: \_\_\_\_\_ Date: \_\_\_\_\_