



MOBILE HOOKAH SERVICES AGREEMENT

This Mobile Hookah Services Agreement (the "**Agreement**") is made and entered into on the _____ day of _____, **2025**, by and between:

_____, a company organized and existing under the laws of the State of Georgia, with its principal place of business located at _____ (hereinafter referred to as the "**Service Provider**" or the "**Hookah Company**"),

AND

_____, an individual residing at _____ (hereinafter referred to as the "**Client**").

The Service Provider and the Client may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Service Provider is in the business of offering mobile hookah services for events, which include the provision of hookah equipment, flavored tobacco (commonly referred to as '**shisha**'), coals, and staff for the preparation and supervision of hookah consumption;

WHEREAS, the Client desires to engage the Service Provider to provide mobile hookah services at the Client's designated location for a specific event;

WHEREAS, the Service Provider agrees to provide such services to the Client under the terms and conditions outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SERVICES PROVIDED

The Service Provider shall provide mobile hookah services, which may include:

- a) Set up and break down of hookah station(s);
- b) Provision of hookah units, hoses, flavored tobacco (shisha), and coals;
- c) On-site hookah attendants to supervise and maintain hookah usage;
- d) Cleanup of the hookah station area following the event.

The specific event details shall be as follows:

- a) **Event Date:** _____
- b) **Event Time:** From _____ to _____
- c) **Event Location:** _____

PAYMENT TERMS

Service Fee.

Client agrees to pay the Service Provider a total amount of \$_____ for the services rendered.

Deposit.

A non-refundable deposit of \$_____ is due upon signing this Agreement to reserve the event date. The remaining balance of \$_____ shall be paid no later than _____ calendar days before the event date.

Methods of Payment.

Payments may be made via cash, credit card, CashApp, Zelle, or any other method approved by the Service Provider.

Late Payments.

Failure to make the final payment as agreed may result in cancellation of services without a refund of the deposit.

CLIENT RESPONSIBILITIES

The Client shall:

- a) Ensure that the event location allows tobacco smoking and hookah use;
- b) Provide a designated area for hookah setup that is open-air or well-ventilated;
- c) Confirm that all individuals using hookah services are **21 years of age or older**;
- d) Assume responsibility for any damages to equipment caused by attendees;
- e) Indemnify the Service Provider for any penalties or citations related to unauthorized tobacco use on the premises.

LIABILITY WAIVER & ASSUMPTION OF RISK

The Client understands and acknowledges that:

- a) Hookah smoking involves inhalation of tobacco and use of heated charcoal, which may present health risks and physical dangers, including but not limited to burns, fire hazards, respiratory effects, and allergic reactions;
- b) All use of hookah services is at the Client's and event guests' own risk;
- c) The Service Provider shall not be liable for any personal injury, illness, property damage, or legal penalties arising from the use of the hookah services.

Client agrees to indemnify, defend, and hold harmless the Service Provider, its agents, employees, and contractors from any claims, damages, liabilities, and expenses arising from or related to the hookah services provided under this Agreement.

COMPLIANCE WITH LAW

The Service Provider shall comply with all local, state, and federal laws relating to the sale and use of tobacco. The Client agrees not to request any services that would violate such laws.

CANCELLATION POLICY

Cancellations made less than ____ days before the event will result in forfeiture of the deposit. Cancellations made more than ____ days before the event will allow rescheduling based on availability, but are not entitled to refunds.

FORCE MAJEURE

Neither party shall be held liable for delays or failure to perform due to circumstances beyond its reasonable control, including but not limited to acts of God, war, pandemic, governmental restrictions, or natural disasters.

INDEPENDENT CONTRACTOR

The Service Provider is an independent contractor and not an employee or agent of the Client. Nothing in this Agreement shall be construed to create a partnership or joint venture.

GOVERNING LAW

This Agreement shall be governed by and construed following the laws of the **State of Georgia**, without regard to conflict of law principles. The Parties agree that any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____, Georgia, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior or contemporaneous agreements, representations, warranties, understandings, or negotiations, whether oral or written, relating to the subject matter of this Agreement, are superseded by this Agreement. No oral statements, prior written materials, or representations not specifically incorporated herein shall have any force or effect.

AMENDMENTS

This Agreement may be amended, modified, or supplemented only by a written document executed by both Parties. Any amendment, modification, or supplement shall be effective as of the date outlined in such written document unless otherwise specified therein. No waiver of any term of this Agreement shall be effective unless made in writing and executed by the Party to be charged with the waiver.

SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be construed in a manner that most closely reflects the original intent of the Parties, and the remaining provisions of this Agreement shall remain in full force and effect. The invalidity of any provision shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CLIENT:

Signature: _____

Name: _____

Date: _____

SERVICE PROVIDER (Hookah Company):

Signature: _____

Name: _____

Title: _____

Date: _____