

BARTENDING SERVICES AGREEMENT

1. 1. Parties and Event Details

This Bartending Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [BAR SERVICE OR BARTENDER NAME], a [ENTITY TYPE] with an address at [PROVIDER ADDRESS] (the "Provider"), and [CLIENT NAME], with an address at [CLIENT ADDRESS] (the "Client"). The Provider will supply bartending services for the event described as [EVENT TYPE, e.g., wedding reception] on [EVENT DATE] at [VENUE NAME AND ADDRESS] (the "Event"). Expected attendance is [GUEST COUNT] guests, and the on-site contact during the Event is [DAY-OF CONTACT NAME AND PHONE]. The Provider contact is [PROVIDER CONTACT NAME AND PHONE]. Each Party confirms that the person signing below is authorized to do so.

2. 2. Services, Staffing, and Hours

The Provider will supply [NUMBER OF BARTENDERS] bartender(s) and [NUMBER OF BARBACKS] barback(s) for [SERVICE HOURS] hours of bar service, from [SERVICE START TIME] to [SERVICE END TIME]. Staff will arrive [SETUP LEAD TIME, e.g., 60 minutes] before service to set up and will remain [BREAKDOWN TIME, e.g., 45 minutes] after last call to break down the bar, and those periods are [SETUP BILLING, e.g., included in the quoted rate / billed at the hourly rate]. Services include [SERVICE SCOPE, e.g., bar setup, ice management, pouring and mixing, garnish preparation, maintaining the bar area, and clearing glassware from the bar top]. Services do not include [SERVICE EXCLUSIONS, e.g., passing trays, bussing tables throughout the venue, washing venue dishes, serving food, or providing security]. Staff will wear [DRESS CODE] unless the Client specifies otherwise in writing at least [DRESS CODE NOTICE, e.g., 7 days] before the Event.

3. 3. Alcohol Supply and Ownership

The Parties select one of the following: (a) the Client purchases, owns, and supplies all alcoholic beverages, and the Provider serves alcohol owned by the Client without selling it, with no per-drink charge to guests; or (b) alcohol is supplied by the venue or a licensed caterer identified at [LICENSED SUPPLIER], which holds the applicable liquor license for the Event; or (c) the Provider holds a liquor license or catering permit covering this Event, identified at [PROVIDER LIQUOR LICENSE NUMBER], and supplies alcohol under that license. Where the Client supplies the alcohol, the Provider will not sell alcohol, will not accept payment for drinks, and no cash bar may be operated without a license held by a Party and any permit required for the venue. The Provider will advise on quantities but is not responsible for running out of a product the Client under-purchased. Leftover alcohol remains the property of the Party that purchased it and will be packed and returned at the end of the Event.

4. 4. Bar Setup, Equipment, and Supplies

The Provider will supply [PROVIDER SUPPLIES, e.g., bar tools, shakers, jiggers, pour spouts, wine keys, cutting boards, towels, and a portable bar if selected]. The Client will supply [CLIENT SUPPLIES, e.g., alcohol, mixers, juices, sodas, garnishes, ice at a stated quantity per guest, glassware or disposable cups, napkins, straws, coolers or tubs, and a table with skirting if no portable bar is rented]. Ice is estimated at [ICE ESTIMATE, e.g., 1.5 pounds per guest] and is the responsibility of the Client unless included at [ICE CHARGE]. The Client will confirm that the venue provides [VENUE REQUIREMENTS, e.g., a level bar location, access to potable water, electrical outlets, trash removal, and a location for empty bottles and recycling]. Rentals arranged through the Provider are billed at [RENTAL CHARGES] and must be returned in the condition supplied, with breakage charged at replacement cost.

5. 5. Responsible Service, Certification, and Identification

All Provider staff serving alcohol at the Event hold current responsible beverage service certification, specifically [CERTIFICATION TYPE, e.g., TIPS, ServSafe Alcohol, or the state-mandated program], and copies will be furnished to the Client or the venue on request. Provider staff will check government-issued photo identification for every guest who appears under [ID CHECK AGE, e.g., 30] years of age and will refuse service to anyone unable to produce valid identification, to any person under 21, and to any guest who appears intoxicated. Provider staff have absolute authority to refuse or discontinue service to any guest, to reduce pour sizes, to stop serving shots, and to close the bar early where continued service would be unsafe, and the Client will support those decisions without argument. The Client will not instruct staff to serve a guest who has been cut off, and any attempt to do so is a material breach permitting the Provider to end service and depart with the full fee remaining payable. Self-service by guests from the bar or from bottles left in the service area is not permitted while the Provider is on duty.

6. 6. Fees, Deposit, and Payment

The total fee is [TOTAL FEE], calculated as [FEE STRUCTURE, e.g., an hourly rate per bartender with a stated minimum number of hours, or a flat event package]. A non-refundable retainer of [RETAINER AMOUNT] is due on signing to reserve the date, and the balance is due [BALANCE DUE DATE, e.g., 7 days before the Event] by [PAYMENT METHODS]. Additional hours beyond the contracted service time are billed at [OVERTIME RATE] per bartender per hour, in [OVERTIME INCREMENT, e.g., 30-minute] increments, and are approved on-site by the day-of contact and invoiced within [OVERTIME INVOICE PERIOD, e.g., 3 days] after the Event. A travel fee of [TRAVEL FEE] applies beyond [SERVICE RADIUS], and parking or venue access fees charged to the Provider are reimbursed at cost. Amounts unpaid after [PAYMENT TERM, e.g., 10 days] accrue [LATE FEE] per month or the legal maximum, whichever is less.

7. 7. Gratuity and Tip Jar

The Parties select one of the following: (a) a service gratuity of [GRATUITY PERCENTAGE OR AMOUNT] is included in the fee and distributed to the staff working the Event, and no tip jar will be displayed; or (b) no gratuity is included and a tip jar may be displayed on the bar, with all tips going to the staff; or (c) no gratuity is included and no tip jar will be displayed, with the Client free to tip at their discretion at the end of the Event. Where a tip jar is not permitted by the venue or the Client, the Provider will inform staff in advance. The Provider is solely responsible for compensating its staff, including wages, overtime, payroll taxes, and distribution of any gratuity, and the Client has no obligation to any individual staff member beyond the fees payable under this Agreement.

8. 8. Guest Count, Timeline, and Final Details

The Client will confirm the final guest count, timeline, bar locations, and beverage menu at least [FINAL DETAILS DEADLINE, e.g., 14 days] before the Event. Staffing is based on the guest count provided, using a guideline of approximately [STAFFING RATIO, e.g., one bartender per 75 guests], and an increase in guest count may require additional staff billed at [ADDITIONAL STAFF RATE], subject to availability. A decrease in guest count after the final details deadline does not reduce the fee below the confirmed amount. The Client will provide the venue rules, load-in instructions, and any restrictions affecting the bar, including noise curfews, last call requirements, and whether outside alcohol is permitted. The Provider will prepare a beverage plan and a purchase list on request at [BEVERAGE PLANNING FEE, e.g., no additional charge].

9. 9. Liquor Liability, Insurance, and Indemnification

The Provider maintains commercial general liability insurance of at least [GENERAL LIABILITY AMOUNT,

e.g., \$1,000,000 per occurrence and \$2,000,000 aggregate] and liquor liability coverage of at least [LIQUOR LIABILITY AMOUNT], and will name the Client and the venue as additional insureds and provide certificates at least [CERTIFICATE DEADLINE, e.g., 14 days] before the Event. The Provider is responsible for the manner in which its staff serve alcohol, including compliance with identification checks and refusal of service. The Client acknowledges that where the Client supplies the alcohol, the Client may be exposed as a social host or event host under applicable state law for harm caused by an intoxicated guest, and the Client is encouraged to obtain host liquor liability coverage or an event insurance policy. Each Party will defend and indemnify the other against claims arising from its own negligence or breach of this Agreement, and the Client will indemnify the Provider for claims arising from the Client instructing staff to serve a guest who had been refused service or from alcohol consumed outside the service period.

10. 10. Underage Guests, Minors, and Enforcement

The Client will inform the Provider in advance if guests under 21 will attend and will support the identification and wristband system used at the Event, described here: [AGE VERIFICATION METHOD, e.g., wristbands issued at check-in by the Client]. Provider staff will not serve any guest under 21 under any circumstance, including with the permission of a parent or guardian, and will confiscate or refuse service where an adult guest is observed passing alcohol to a minor. The Client will provide or arrange security or venue staff to handle any guest who becomes disruptive, since Provider staff are not security personnel and will not physically intervene. If underage drinking or unsafe conduct continues after the Provider raises it with the day-of contact, the Provider may close the bar for the remainder of the Event with the full fee remaining payable. The Provider will document any incident in writing after the Event.

11. 11. Cancellation, Postponement, and Weather

The retainer is non-refundable in all cases and compensates the Provider for reserving the date and declining other bookings. Cancellation by the Client more than [CANCELLATION TIER 1, e.g., 60 days] before the Event releases the Client from further payment beyond the retainer. Cancellation between [CANCELLATION TIER 2 RANGE, e.g., 60 and 14 days] before the Event requires payment of [TIER 2 PERCENTAGE, e.g., 50 percent] of the total fee, and cancellation within [CANCELLATION TIER 3, e.g., 14 days] requires payment of the full fee, because staff have been scheduled and the date can no longer be resold. A postponement requested more than [POSTPONEMENT NOTICE, e.g., 30 days] before the Event allows the retainer and any payments to transfer once to a new date within [TRANSFER WINDOW, e.g., 12 months], subject to availability. If the Provider cancels for any reason other than an event beyond reasonable control, the Provider will refund all amounts paid, including the retainer, and will use reasonable efforts to arrange a qualified replacement. Neither Party is liable for failure to perform caused by severe weather, natural disaster, or an order of a public authority, and in that case the retainer transfers to a rescheduled date.

12. 12. Conduct, Safety, and Working Conditions

The Client will provide a safe working environment, including adequate lighting at the bar, a stable and level surface, shelter from rain and direct sun for outdoor bars, access to restrooms and drinking water for staff, and a meal or break for shifts exceeding [MEAL BREAK THRESHOLD, e.g., 5 hours]. Provider staff will not consume alcohol while working and will not remain on-site after the contracted hours except as approved. Neither the Client nor any guest may enter the service side of the bar or handle Provider equipment. If any staff member is subjected to harassment, threats, or abusive conduct by a guest, the Provider may withdraw that staff member from the Event, and if the conduct continues the Provider may end service with the full fee remaining payable. The Provider will report any injury, breakage, or incident at the bar to the day-of contact before departing.

13. 13. Independent Contractor Status and Personnel

The Provider is an independent contractor and not an employee, agent, or partner of the Client or the venue. The Provider selects, schedules, trains, supervises, and pays its own staff, and is solely responsible for wages, overtime, payroll taxes, unemployment insurance, and workers compensation coverage where required. The Client will direct all requests through the Provider lead bartender rather than instructing individual staff. The Provider may substitute qualified certified staff at any time and will notify the Client of any change to the lead bartender. During the Event and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, the Client will not directly engage any Provider staff member introduced at the Event for a bartending engagement without paying a placement fee of [PLACEMENT FEE]. Nothing here creates a joint employer relationship.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution. This Agreement is the entire agreement between the Parties for the Event, replaces all prior quotes and conversations, and may be amended only in writing signed or confirmed in writing by both Parties. Except for the indemnity obligations and injury caused by gross negligence, total liability under this Agreement will not exceed the total fee paid. If any provision is unenforceable, the remainder stays in effect. PROVIDER: [BAR SERVICE OR BARTENDER NAME]. Signature: _____. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Date: [DATE]. Electronic signatures and counterparts have the same effect as originals.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Alcohol service is heavily regulated and the rules differ substantially by state: dram shop and social host liability statutes, whether a bartender may pour host-supplied alcohol without a license, one-day event permits, mandatory server training, and liquor liability insurance requirements all vary, and some venues impose stricter terms than the law requires. Review and adapt this document for your own state and venue, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.