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BARTENDING SERVICES AGREEMENT

State of Alabama

BACKGROUND:

This Bartending Services Agreement (the "Agreement") is made by and between the following Client (the "Client"):

_____
of
_____

and the following bartending services provider (the "Bartender"):

_____
of
_____

_____ desires to provide bartending services to _____ and _____ desires to obtain such services from _____.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

I. DESCRIPTION OF SERVICES.

1. On _____ at _____, _____ will provide to _____ the following bartending services (collectively, the "Services"):

_____

2. Bartender will work a total of 2 hours on the day they provide bartending services.

II. RIGHTS AND RESPONSIBILITIES OF BARTENDER.

3. _____ affirms that they know any and all relevant federal, state, and local laws concerning the sale of alcoholic beverages and shall follow the applicable laws.

4. _____ 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 I.D.

5. _____ shall exercise discretion in serving alcoholic beverages to guests. _____ reserves the right to refuse to serve alcoholic beverages to any guest if they believe that such guest is intoxicated and is acting in a manner that could be detrimental to either themself or other guests.

6. _____ will prepare all necessary cocktail items, garnishes, and additional stock items.

7. _____ will provide all necessary tools, such as wine keys, bottle openers, shakers, pourers, etc. necessary to complete the Services.

III. LOCATION AND PERMITS.

8. Location selection for providing bartending services and compliance with any and all relevant federal, state, and local permits, rules, and/or regulations, including but not limited to liquor licenses, are the sole responsibility of Client.

9. Bartender shall provide their services at the following location:

_____

IV. PAYMENT.

10. For rendering the Services outlined in this Agreement, the Client will pay to the Bartender compensation amounting to $2 (two US dollars) per hour.

11. Client will pay to Bartender a non-refundable retainer fee in the amount of $2 (two US dollars), due upon signature of this Agreement.

12. Payment shall be made to the following person/address:

_____
_____

13. Any Services requested that exceed the contracted time period and which are granted by the Bartender will be charged at the rate of $2 per hour. It may not be possible to provide additional bartending time. Requests for extended bartending time will be accommodated only when feasible and at the discretion of the Bartender.

14. If any invoice is not paid when due, the Client will be charged a late fee of $2 (two US dollars).

15. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Bartender has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek any and all available legal remedies.

V. CANCELLATION POLICY.

16. Cancellation of this Agreement by Client which is received in writing at least _____ prior to set start date will result in a refund of any monies paid minus the retainer fee. Cancellation of Services outlined by this Agreement less than _____ prior to the start date obligate Client to make full remaining payment of the total fees agreed upon.

17. Cancellation issued by Bartender shall result in all monies paid to the Bartender from the Client being full refunded INCLUDING any retainer fee paid.

VI. CONFIDENTIALITY.

18. Bartender and any of Bartender's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit

of Bartender, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Bartender and their employees, agents, and representatives will protect such information and treat it as strictly confidential.

19. This provision shall continue to be effective after the termination of this Agreement.

20. Upon termination of this Agreement, Bartender will return to Client all records, notes, documentation, tools, and other items that were used, created, or controlled by Client during the term of this Agreement.

VII. INDEMNIFICATION.

21. Bartender agrees to indemnify and hold harmless from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against Bartender that result from the acts or omissions of Bartender and/or Bartender's employees, agents, or representatives.

VIII. WARRANTY.

22. Bartender shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provider a standard of care equal to, or superior to, care used by similar bartenders on similar projects/work.

23. Bartender shall be familiar with all state, local, federal, and municipal regulations, policies, laws, and guidelines applicable to the serving of alcohol.

24. Bartender shall not consume or use illegal substances or alcoholic beverages while performing their duties.

IX. DEFAULT.

25. The occurence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

X. REMEDIES.

26. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

27. This notice shall describe with sufficient detail the nature of the default.

28. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XI. FORCE MAJEURE.

29. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

30. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

31. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

32. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates
.

XII. ENTIRE AGREEMENT.

33. 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, concerning the subject matter of this Agreement.

34. This Agreement supersedes any prior written or oral agreements between the Parties.

XIII.

35.

36.

XIV.

37.

XV. GOVERNING LAW.

38. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVI. NOTICE.

39. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XVII. WAIVER OF CONTRACTUAL RIGHTS.

40. 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.

EXECUTION:

_____
_____, Client

_____
Date

_____
_____, Bartender

_____
Date