

Bartending Services

Independent Contractor Agreement

Agreement made this _____ day of _____, 20____ between _____ chapter of _____, a non-profit association ("Chapter"), and _____ ("Contractor").

Day Month Year Chapter Inter/National Organization Vendor Legal Business Name

1. Duties

- a. Contractor is hereby engaged by Chapter to provide the following bartending services during the Chapter function described on Exhibit A to this Agreement:
 - i. Follow measures to ensure that only persons of legal drinking age are serviced alcoholic beverages;
 - ii. Exercise discretion in service alcoholic beverages to Chapter members and guests and refuse to serve alcoholic beverages to any Chapter member or guest if the Contractor believes that such Chapter member or guest is acting in a manner that could be detrimental to either the member or guest, Chapter or other persons; and
 - iii. Comply with the Rules (as defined below)
- b. The Contractor agrees to the following:
 - i. Will only sell alcohol to individuals over the legal drinking age;
 - ii. Will not include drink specials for members or guests as part of the rental fee;
 - iii. Will not include a set amount of free alcohol as a part of the rental fee or otherwise;
 - iv. Will not require a minimum amount of alcohol sales during the event; and
 - v. Will not provide free drinks for officers and organizers of the event.
- c. The Contractor agrees to mark the guests, members, and new members attending the event who are of legal drinking age by one of the following ways (check one)
 - i. ___ Wristbands that have been dated and marked for that event
 - ii. ___ Specific hand stamp that is unique to the event
 - iii. ___ Other (Describe): _____
- d. The Contractor assumes all responsibilities that any other purveyor of alcoholic beverage would assume in the normal course of business, including but not limited to:
 - i. Checking identification cards upon entry;
 - ii. Not serving to minors;
 - iii. Not serving to individuals who appear to be intoxicated;
 - iv. Maintaining control of ALL alcoholic containers present;
 - v. Collecting all remaining alcohol at the end of a function (no excess alcohol – opened or opened – is to be given, sold or furnished to the organization); and

- vi. Removing all alcohol from the premises.
 - e. The Contractor agrees to limit the exit and entrance to the facility to one entrance point (1).
 - f. The Contractor shall provide the Chapter with a copy of any appropriate licenses required by local and state authorities.
 - g. Contractor warrants and represents that all bartenders provided by Contractor
 - i. Are TABC certified;
 - ii. Are familiar with all state, local, university and Inter/National Organization laws, regulations, policies and guidelines (including any campus "BYOB" policy) applicable to the service of alcohol at the Chapter function (the "Rules");
 - iii. Will perform their duties in accordance with the Rules; and
 - iv. Will not consume or use illegal substances or alcoholic beverages while performing their duties.
 - h. Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of Chapter. It being intended that Contractor is an independent contractor solely responsible for the actions of Contractor and Contractor's employees and agent.
2. **Compensation.** Contractor will be paid upon a per-job basis and will be solely responsible for paying Contractor's employees and agents.
3. **Indemnification/Insurance.** Contractor shall, at the chapters expense, indemnify and hold harmless Chapter, house corporation, Inter/National Organization and their members, officers and agents from liability for any claim arising out of injuries or damages caused by an act or omission of the Contractor or Contractor's employees or agents. Contractor shall be required to carry a minimum of \$1,000,000 of general liability insurance covering such indemnity obligation and agrees to provide the chapter with a certificate of insurance naming at least the Chapter, house corporation, and Inter/National Organization as additional insureds ("additional insureds"). Contractor's insurance shall provide that, with respect to any other insurance coverage which may be available to any additional insureds, Contractor's coverage shall be primary and not contributory or excess.
4. **Miscellaneous.** This Agreement (including Exhibit) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Chapter Representative:

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of and has the authority to bind _____ chapter of _____ to this Agreement, and acknowledges receipt of a copy of this agreement.

Chapter Representative Signature

Chapter Representative Printed Name

Chapter Representative Officer Position

Date

Facilities Representative:

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of and has the authority to bind _____ to this Agreement, and acknowledges receipt of a copy of this agreement.

Facilities Representative Signature

Facilities Representative Printed Name

Facilities Representative Title

Date

Bartending Services: Exhibit A

1. Chapter Function

a. Date of Function: _____

b. Place of Function: _____

c. Hours of Service: _____

d. Description of Services:

2. Compensation

a. Number of bartenders present at function: _____

b. Hourly rate or other fee: _____

c. Payment terms:

