This Event Staffing Contract is made & entered into on

	date	
Primary Client Information	Secondary Client Information	
Name:	Name:	
Address:	Address:	
Phone:	Phone:	
Email:	Email:	

1. Event Staffing Service

The Company agrees to provide professional event staffing services, which may include but are not limited to: bartenders, bar managers, servers, event coordinators, logistics personnel, entertainment specialists, customer service agents, or other contracted team members ("Staff"). Services rendered will be tailored to the nature, size, and requirements of the event and will be agreed upon in advance through a separate service order or invoice.

The Company retains the right to determine the number of team members necessary to fulfill services to First Class Event Services standards. A minimum of two (2) staff members will be assigned to each event. The Company reserves the sole right to scale staffing based on the event's scope, guest count, and logistical needs, regardless of the Client's request or opinion, to maintain quality, safety, and professionalism.

2. Assignment of Personnel

The Client understands that specific staff roles are assigned internally based on expertise, training, and compliance with Company standards. Client may not select individual staff. All staff will be appropriately uniformed, trained, and briefed on the event's requirements prior to the start of service.

3. Service Quality Guarantee

The Company makes every effort to ensure a high standard of service. Staffing ratios and assignments are made based on years of industry experience, best practices, and the nature of the event. If service quality is compromised due to circumstances outside of the Company's control, the Company cannot be held liable for such deficiencies.

4. Client Responsibilities

The Client agrees to provide a safe, respectful, and harassment-free environment for all Company staff. The Client, their guests, vendors, or any associated parties are strictly prohibited from engaging in any form of verbal abuse, physical intimidation, inappropriate behavior, sexual harassment, discrimination, or unsafe conduct toward Company staff.

The Company reserves the right to remove staff from the premises and/or terminate services immediately without refund if at any point the event environment becomes hostile, dangerous, or unacceptable in the Company's professional judgment.

5. Right to Terminate Services

The Company reserves the right to cancel or terminate staffing services at any point before or during an event if:

- Safety of staff is compromised
- Harassment or abuse occurs
- Event details materially change without appropriate notice
- The client violates any terms in this agreement
- Unforeseen circumstances prevent service from being delivered safely

In such cases, no refunds or credits will be issued unless otherwise agreed to in writing by the Company.

6. Liability & Insurance

The Company maintains general liability and workers' compensation coverage for its staff. However, the Company is not liable for damages caused by:

- Guest behavior
- Venue deficiencies
- Client's failure to disclose relevant event information
- Acts of God or force majeure

Client agrees to indemnify and hold harmless the Company, its staff, and affiliates from any claims, losses, or damages resulting from actions taken under this Agreement.

7. Confidentiality

All information shared by either party shall remain confidential unless otherwise agreed in writing. Staff are trained not to disclose private matters regarding the Client, guest list, or event details.

8. Photos, Media, & Branding

All information shared by either party shall remain confidential unless otherwise agreed in writing. Staff are trained not to disclose private matters regarding the Client, guest list, or event details.

9. Threat Perception & Notification of Authorities

In cases where we perceive a potential threat or danger to guests or others after the event, we retain the right to notify local authorities. This action is taken solely to ensure the safety and security of all attendees and to uphold the integrity of our services.

- Safety Comes First: Our team is trained to identify unsafe behaviors—such as someone who is severely intoxicated, aggressive, or threatening to themselves or others—and take proactive steps to protect everyone involved.
- Post-Event Threats: If any individual poses a risk even after leaving the venue (e.g., attempting to drive intoxicated, threatening violence, etc.), we may report the situation to local law enforcement.
- Protective Intent: This action is never punitive; it is preventive and rooted in our responsibility to create a secure environment for guests and staff.
- Maintaining Brand Integrity: Notifying authorities when necessary also upholds the high standards and legal integrity of First Class Event Services, LLC, ensuring future clients trust our commitment to a safe, responsible event execution.

10. Non-Cooperation & Legal Liability

We are not responsible for individuals who refuse to cooperate with our instructions, policies, and federal regulations. Should it be necessary to involve the authorities due to non-compliance or threats to safety, we are not liable for any legal action taken against them.

- **Cooperation is Mandatory:** Guests, clients, and contracted vendors are expected to comply with all rules communicated by First Class Event Services, especially those tied to alcohol consumption and safety.
- Legal Safeguard: If someone refuses to comply and their behavior endangers others or violates laws, we will involve authorities when appropriate. Any legal consequences they face are entirely their responsibility.
- Zero Tolerance: This applies particularly to situations like underage drinking, attempting to drive under the influence, violent behavior, or threatening our team members or other guests.
- **Responsibility Statement:** This clause is not only protective—it also communicates our commitment to public safety and reinforces that reckless behavior will not be tolerated or shielded.

11. Authority Involvement & Event Continuation

In the event of non-cooperation leading to the involvement of authorities, it is at the discretion of First Class Event Services, LLC, our management, and local authorities to decide whether the event should continue. Should the event become unruly or if the client loses control over the proceedings, we reserve the right to refuse and terminate our services. In such cases, full payment will still be required, and no refund will be issued.

- Escalation Policy: If an incident escalates to the point that law enforcement needs to be involved, we-alongside the local authorities—have full discretion over whether the event should continue or be shut down for safety.
- **Termination Clause:** If the situation becomes unmanageable or violates the terms of service (including dangerous crowd behavior, destruction of property, or client negligence), First Class Event Services, LLC, may withdraw services immediately.
- **Financial Responsibility:** In such cases, no refunds will be provided. The client is still required to pay in full as agreed in the contract, regardless of how much of the event was completed. This clause discourages clients from allowing events to spiral out of control and reinforces accountability.
- **Business Integrity:** This reinforces that we are a professional service provider, not a party host. If our working conditions become unsafe or unlawful, we will exit the event, report the situation if needed, and maintain our right to full compensation.

12. Limitation of Liability

General Limitation of Liability for Accidents or Injuries:

First Class Event Services, LLC, including but not limited to its employees, contractors, officers, representatives, and affiliates (collectively referred to as "the Company"), shall not be held liable for any accidents, injuries, or damages sustained by any individual at any location related to the contracted services. This includes but is not limited to any property, venue, or premises before, during, or after bar service operations.

This waiver includes incidents resulting from the following, but is not limited to:

- **Guest Conduct:** Any accident or injury caused by or arising from guest behavior, including intoxication, negligent actions, physical altercations, or misconduct.
- Venue Conditions: Hazards or defects existing at the venue, whether disclosed or undisclosed by the client or venue owner. This includes structural issues, slippery surfaces, lighting problems, or unsafe environments.
- Event-Related Activities: Any setup, operation, or breakdown tasks, including installation and dismantling of bar stations, handling of equipment, or general event logistics.

By signing this agreement, the client agrees to indemnify and hold harmless the Company from any and all liability, claims, lawsuits, demands, or legal action arising out of such incidents, including reasonable attorney fees and costs.

Limitation of Liability for Lost, Stolen, or Damaged Items

The Company shall not be liable for any loss, theft, or damage to personal property of guests, clients, vendors, or thirdparty affiliates before, during, or after the event. This clause covers, but is not limited to:

- Personal Belongings: Wallets, handbags, mobile devices, watches, jewelry, garments, or other personal effects.
- Client or Vendor Equipment: Decorations, AV equipment, instruments, displays, signage, or rental items not provided by the Company.
- Gifts and Valuables: Any cash, checks, cards, gift bags, or valuable contributions collected at the event.
- Venue Property: Any personal or rented property left at the event venue or surrounding areas, intentionally or unintentionally.

The client is responsible for communicating this policy to their guests and assumes full responsibility for ensuring all personal property is secured. The Company recommends the use of lockable storage options where available. By entering into this agreement, the client agrees to indemnify and hold harmless the Company from any associated claims or legal actions related to property loss or theft.

Limitation of Liability for Guest Actions

The Company shall not be held responsible for the behavior, conduct, or actions of any event guest(s), whether occurring on the premises or off-site, before, during, or after the event. This includes, but is not limited to:

- **Onsite Behavior:** Guest misconduct occurring during the event on venue grounds, such as property damage, verbal abuse, physical assault, or public disturbances.
- Offsite Behavior: Incidents occurring after guests leave the event, including but not limited to DUI charges, personal injury to self or others, vandalism, or illegal behavior.
- Alcohol-Related Incidents: Any consequences stemming from the service or consumption of alcoholic beverages, whether legally served or not, including underage drinking, alcohol poisoning, hospitalization, or impaired driving.

The client is fully responsible for monitoring their guests' behavior and ensuring adherence to all laws and venue policies. The client accepts full liability for any incidents caused by guest actions and agrees to indemnify and hold harmless the Company from any claims, legal actions, or damages arising from such behavior.

Client Responsibility & Illegal Activity

To maintain a safe, compliant, and professional service environment, the following policies apply:

- **Guest Conduct:** The client shall ensure that all event attendees behave in a lawful, respectful, and non-disruptive manner. This includes prohibiting excessive intoxication, aggressive conduct, destruction of property, and disruptive noise.
- Zero-Tolerance Policy: The Company enforces a strict zero-tolerance policy regarding any illegal activities. This includes, but is not limited to, drug use or distribution, underage alcohol consumption, violent behavior, theft, sexual harassment, or any criminal act.
- Immediate Termination of Services: Should any illegal activity be discovered during the event, the Company reserves the right to immediately cease all services. Under such circumstances, the client remains responsible for full payment, regardless of how much time or service remains.
- Notification of Authorities: The Company will notify local law enforcement upon witnessing or being informed of any illegal activity. The Company may also request a police presence for the safety of its staff and attendees.
- **Right to Press Charges:** If any member of the Company's team is subjected to harassment, assault, theft, or any criminal behavior, the Company reserves the right to press charges against the responsible individual(s).
- **Indemnification:** The client agrees to indemnify and hold harmless the Company, its officers, and employees from any and all legal liability, financial loss, or claims resulting from their guests' participation in illegal acts.

By signing this agreement, the client acknowledges these responsibilities and accepts full legal accountability for the actions of their guests and any legal outcomes that may result.

Staffing Policy: Bartender Assignment and Staffing Authority

The client may not request reductions in staff for the purpose of budget savings or personal preference. The Company reserves the right to increase staffing levels at its discretion to maintain high service standards and ensure smooth operations. The client agrees that staffing assignments are based on the professional judgment and operational expertise of the Company, and that such decisions are final.

13. Right to Remove Unruly Individuals

First Class Event Services, LLC is committed to maintaining a safe, enjoyable, and professional environment for all event participants, staff, and clients. To uphold these standards, we reserve the right to request any individual or group acting in an unruly, disruptive, or non-compliant manner to leave the premises immediately. This policy applies to all guests, vendors, contracted staff, and affiliates of the client. The following terms apply:

- Unruly Behavior: Our team is trained to identify potential safety risks and behavioral red flags. We do not tolerate conduct that disrupts the event flow, creates discomfort for others, or compromises the integrity of our service.
 - Unruly behavior includes, but is not limited to:
 - Excessive intoxication or substance use
 - Disruptive or aggressive language
 - Physical altercations or threats of violence
 - Harassment or discrimination of any kind (verbal, physical, or sexual)
 - Vandalism or intentional damage to property
 - Ignoring staff direction or instructions during the event
- Violation of Regulations: These actions are grounds for immediate removal and may result in further legal action.
 - Violations of federal, state, local laws, or event/venue-specific regulations-including but not limited to:
 - Unauthorized possession or consumption of alcohol
 - Use of illegal substances
 - Underage drinking
 - Trespassing or entering restricted areas
 - Non-compliance with fire codes, capacity restrictions, or noise ordinances
- Immediate Removal: First Class Event Services, LLC staff, including security partners and on-site leadership, are authorized to request the immediate removal of any person or group engaged in unruly behavior or violating regulations. We expect full cooperation from the client and their guests in these circumstances. Individuals asked to leave must do so promptly and without escalation. In the interest of maintaining safety and operational continuity, our staff's decisions in these matters are final and non-negotiable during the event.
- Law Enforcement Assistance: If necessary, First Class Event Services, LLC will not hesitate to contact local law enforcement or emergency responders to facilitate the removal of disruptive individuals or de-escalate unsafe situations. Our top priority is to safeguard all event participants, staff, and the venue itself.
- **Client Responsibility:** The client is fully responsible for communicating behavioral expectations to their guests, vendors, or invitees. Should the conduct of any attendee cause disruption or require removal:
 - The client remains financially responsible for all contracted services
 - No refunds, discounts, or service extensions will be granted
 - Damage caused by unruly guests will be billed to the client in full

Additionally, if a guest's actions lead to early termination of the event, the client forfeits all deposits and is responsible for the remaining balance of the contract.

• Indemnification: By signing the service agreement, the client agrees to indemnify, defend, and hold harmless First Class Event Services, LLC, including its owners, officers, agents, staff, and subcontractors, from any claims, liabilities, damages, legal fees, or losses resulting from the enforcement of this policy or the behavior of any guest or affiliate at the event.

This clause applies whether or not law enforcement is involved and extends to post-event claims or litigation.

14. Intoxicated Guests

First Class Event Services, LLC is committed to ensuring a safe and enjoyable environment for all guests. To this end, we have a strict policy regarding the service of alcohol to intoxicated individuals. The following terms apply:

- Intoxication Assessment: Our trained staff will continuously monitor the condition of guests to assess their level of intoxication. Indicators of over-intoxication include, but are not limited to, slurred speech, impaired coordination, aggressive behavior, and inability to communicate effectively.
- **Refusal of Service:** We reserve the right to refuse service to any guest who appears to be overly intoxicated. Our staff is authorized to cut off alcohol service to these individuals in order to prevent potential harm to themselves or others.
- **Guest Compliance:** Guests are required to comply with the decisions of our staff regarding the refusal of service. Any guest who refuses to comply or becomes disruptive may be asked to leave the premises.
- **Client Responsibility:** It is the responsibility of the client to inform their guests of this policy and ensure that guests respect the decisions of our staff. The client agrees to support our staff in enforcing this policy.
- Safety and Liability: This policy is in place to protect the safety of all attendees and to minimize the risk of accidents or incidents related to over-intoxication. First Class Event Services, LLC is not liable for any consequences resulting from a guest's over-consumption of alcohol.

15. Unauthorized Removal of Liquor/Alcohol

If any bottles of liquor are taken against the will of the bartenders, First Class Event Services, LLC reserves the right to immediately close down the bar, regardless of the time or amount of remaining alcohol. This policy is in place to ensure the responsible and legal distribution of alcohol and to maintain the safety and integrity of the event. By contracting our services, the client acknowledges and agrees to the following:

- **Enforcement:** Our bartenders are authorized to manage and control the distribution of all alcoholic beverages. Any unauthorized removal of liquor bottles will be considered a serious breach of our service agreement.
- Immediate Closure: In the event of unauthorized removal of liquor, First Class Event Services, LLC will close the bar immediately. This decision is final and non-negotiable, and no refunds will be provided for the remaining time or amount of alcohol.
- **Client Responsibility:** The client is responsible for informing their guests of this policy and ensuring compliance. It is the client's duty to support our staff in enforcing this rule and to address any issues promptly.
- No Refunds: The client understands that no refunds will be issued for the early closure of the bar due to unauthorized removal of liquor.

16. Unauthorized Self-Service of Alcohol

If anyone serves themselves or others against the will of the bartenders, First Class Event Services, LLC's liquor liability insurance will be void. This policy is in place to ensure the responsible and legal distribution of alcohol, maintain safety, and comply with insurance requirements. By contracting our services, the client acknowledges and agrees to the following:

- Bartender Authority: Only designated bartenders employed by First Class Event Services, LLC are authorized to serve alcoholic beverages. Any self-service or unauthorized service of alcohol is strictly prohibited.
- **Insurance Implications:** Unauthorized self-service of alcohol will result in the voiding of our liquor liability insurance. This includes any instance where guests serve themselves or others without the permission of the bartenders.
- Client Responsibility: The client is responsible for informing their guests of this policy and ensuring compliance. It is the client's duty to support our staff in enforcing this rule and addressing any issues promptly.
- Liability for Damages: In the event that our liquor liability insurance is voided due to unauthorized self-service, the client will be held responsible for any resulting damages, claims, or legal actions.
- **Event Continuation:** Depending on the severity of the violation, First Class Event Services, LLC reserves the right to take appropriate actions, which may include closing the bar or terminating services.

17. Alcohol Beverage Service

All alcoholic beverages—including beer, wine, champagne, and liquor—provided by the client (the "Host") will be opened, served, and managed solely at the discretion of First Class Event Services, LLC. This policy ensures responsible service in accordance with local, state, and federal alcohol laws, and promotes a safe and professional event environment. If the Host wishes to reserve specific beverages for designated individuals or purposes (e.g., toasts, gifts, VIP tables), these instructions must be clearly documented in the service agreement prior to signing. First Class Event Services, LLC reserves the right to refuse service to any guest who appears intoxicated, is underage, or who is deemed a risk to event safety. All beverage service must comply with the applicable laws of the state and municipality where the event is held. First Class Event Services, LLC assumes no responsibility for any legal violations related to the client's failure to obtain the necessary permits or licenses (if applicable).

18. Alcohol License/Permit Responsibility

To ensure compliance across the states we serve—New York (NY), Michigan (MI), Texas (TX), Florida (FL), Georgia (GA), and North Carolina (NC)—it's crucial to understand each state's regulations regarding alcohol service at events. Generally, mobile bartending services like First Class Event Services, LLC, are considered third-party vendors and are not responsible for obtaining the event-specific alcohol permits. However, nuances exist in each state's laws.

State-by-State Overview

- New York (NY)
 - **Permit Responsibility:** The event host must obtain a Special Event Permit from the New York State Liquor Authority (NYSLA) if alcohol is sold or served.
 - Application Deadline: At least 45 days before the event.
 - Third-Party Vendors: Can serve alcohol if the host has the appropriate permit. <u>https://sla.ny.gov/</u>
- Michigan (MI)
 - **Permit Responsibility:** The event organizer must secure a Special License from the Michigan Liquor Control Commission (MLCC) for events involving alcohol sales or service.
 - Application Deadline: Typically, applications should be submitted well in advance; specific timelines may vary.
 - Third-Party Vendors: Can serve alcohol under the host's permit.
- Texas (TX)
 - **Permit Responsibility:** Only TABC-licensed entities or qualifying nonprofits can obtain a Temporary Event Authorization (NT Permit).
 - Application Deadline: At least 10 business days before the event; late submissions incur additional fees.
 - Third-Party Vendors: Cannot obtain permits independently; must operate under the host's permit. tabc.texas.gov
- Florida (FL)
 - Permit Responsibility: Nonprofit organizations can obtain a temporary permit for events.
 - Application Deadline: At least 7 days before the event.
 - Third-Party Vendors: Can serve alcohol if the host has the appropriate permit.
- Georgia (GA)
 - **Permit Responsibility:** Event organizers must obtain a Special Event Use License from the Georgia Department of Revenue.
 - Application Deadline: At least 10 days before the event.
 - Third-Party Vendors: Can serve alcohol if the host has the appropriate permit.
- North Carolina (NC)
 - **Permit Responsibility:** Event hosts must obtain a Limited Special Occasion Permit or Special One-Time Permit from the NC Alcoholic Beverage Control Commission.
 - Application Deadline: Timelines vary; early application is recommended.
 - **Third-Party Vendors:** Mobile bar services can operate under specific permits; coordination with the host is essential.

Alcohol Service and Permitting

First Class Event Services, LLC is a licensed and insured provider of mobile bartending services. Our standard packages do not include the procurement of alcohol or the acquisition of event-specific alcohol permits/licenses.

Client Responsibilities:

- Obtaining all necessary alcohol-related permits/licenses required by local and state authorities for the event.
- Ensuring that the appropriate permits/licenses are secured and displayed at the event venue as mandated.
- Providing First Class Event Services, LLC with copies of all relevant permits/licenses at least 7 days prior to the event.

Additional Services:

• Should the client request First Class Event Services, LLC to obtain any specific permits/licenses beyond our standard bartender licensing and insurance, an administrative fee of \$250.00 will be added to the invoice.

Non-Compliance:

- Failure to provide the necessary permits/licenses will result in the cancellation of our services for the event.
- All payments made to First Class Event Services, LLC are non-refundable.

19. Limitation of Liability & Property Damage Disclaimer

The client expressly acknowledges and agrees that First Class Event Services, LLC, its subsidiaries, affiliates, owners, officers, directors, managers, employees, independent contractors, vendors, and representatives (collectively "Company") shall not be held liable for any loss, theft, or damage to personal property belonging to the client or any third parties including, but not limited to, guests, invitees, service providers, contractors, or vendors hired by the client or their agents, whether occurring before, during, or after the scheduled event. This limitation includes all property located on or around the event site or within any mobile units, trailers, vehicles, or pop-up facilities operated or supplied by the Company. The client accepts full responsibility for safeguarding all personal property and agrees that the Company does not assume responsibility for security, surveillance, or storage of such property.

20. Indemnification & Hold Harmless Agreement

The client agrees to indemnify, defend, and hold harmless First Class Event Services, LLC and its affiliates, agents, officers, and staff from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- Any loss, theft, or damage to personal property of the client or their guests, invitees, contractors, or service providers;
- Any negligent or intentional act, omission, or misconduct by the client or their third-party vendors, guests, or affiliates;
- Any failure of the client to comply with local, state, or federal laws or venue regulations; and
- Any breach of contract, including but not limited to unauthorized event setups or failure to follow space or permitting requirements.

21. Staffing Provisions & Associated Charges

To ensure the highest standard of service, First Class Event Services, LLC staffs at a ratio of 1 bartender per 50 guests.

- **Staffing Standard:** One Team Member will be assigned per every 50 guests based on the final guest count provided by the client no later than 30 days prior to the event.
- Additional Staff/Team Members: Clients may request additional Team members beyond the standard ratio. Each additional Team Member is subject to a flat rate which will be clearly outlined in the final service agreement and invoice. Late additions (less than 30 days) are subject to availability and potential rush fees.
- **Team Member Meals:** The client agrees to provide one (1) complete meal for each scheduled Team Member. This ensures our team remains nourished, alert, and capable of delivering top-tier service throughout the event duration.
- Service Duration: Services are contracted for a set duration. Overtime, if needed, will be billed at an hourly rate per Team Member and must be pre-approved in writing.

22. Equipment Space Requirements & Permit Responsibilities

Due to the size and operating requirements of our equipment, the client is solely responsible for ensuring the following:

- Sufficient Access & Setup Area: The event location must have level, stable ground and adequate space for parking, maneuvering, and setting up our vehicles, trailers, and mobile units. Minimum clearance and space requirements will be provided upon booking.
- Site Compliance: The client must confirm with the venue that mobile bars, trailers, and service units are permitted and allowed on-site, including adherence to all venue-specific rules and restrictions.
- **Permits & Approvals:** If permits are required by local authorities, municipalities, or the venue, the client is solely responsible for obtaining and providing proof of these permits to First Class Event Services, LLC no later than 14 days prior to the event. Failure to do so may result in non-deployment of equipment without refund or liability.
- Site Visit Requests: First Class Event Services, LLC reserves the right to request a site inspection prior to the event if questions regarding access, layout, or safety arise.

23. Pre-Approval of Event Setups

To maintain safety, workflow, and professional presentation, all proposed event setups involving furniture, tents, stages, entertainment setups, photo booths, bars, or décor elements must be submitted to First Class Event Services, LLC for review and written approval.

- **Submission Timeline:** Event setup diagrams or plans must be submitted at least 21 days prior to the event for approval. Failure to receive approval may delay or prevent installation or activation of event elements.
- Prohibited Placement: No items may block emergency exits, venue access points, or interfere with power/water sources or mobile bar operations. Non-compliant setups may be modified or removed at the discretion of FCES staff on-site.
- Site Changes: Any modifications made after approval must be resubmitted for clearance. FCES is not liable for delays or conflicts arising from unapproved changes.

24. Bar Opening & Compliance with Alcohol Service Regulations

At First Class Event Services, LLC, we take responsible alcohol service seriously. Our bartenders will not serve any alcohol prior to the officially designated bar opening time as outlined in the event agreement. This policy ensures compliance with local, state, and federal regulations, as well as the orderly conduct of your event.

The client acknowledges and agrees that:

- No alcohol will be served before the scheduled bar opening time under any circumstances.
- Requests for early alcohol service will not be accommodated.
- All guests must wait until the agreed-upon start time for bar service.

By contracting our services, the client accepts these terms as part of their agreement with First Class Event Services, LLC. Adhering to the scheduled bar opening time is critical for the legal and responsible service of alcohol and ensures a safe and enjoyable experience for all guests.

25. Reputation Protection & Dispute Resolution

The Client agrees to refrain from making any public statements, written or verbal, that may negatively impact the reputation, brand image, or goodwill of First Class Event Services, LLC-including its owners, employees, and affiliatesacross any platform, including but not limited to social media, blogs, online review sites, and forums, during or after the term of this Agreement.

Should any concerns or complaints arise, the Client agrees to first address them directly and privately with First Class Event Services, LLC, allowing for a reasonable opportunity to resolve the matter in good faith. In the event of a breach of this clause, the Client agrees to remove or retract the offending content within seventy-two (72) hours of notice. Failure to comply may result in monetary damages of up to \$1,000 per violation, as determined by the extent of reputational harm caused.

By entering into this Agreement, the Client acknowledges and accepts these terms as essential to maintaining a respectful and professional working relationship with First Class Event Services, LLC and its representatives.

26. Trash Disposal Policy

- Client Responsibility: Due to limited space in our vehicles and trailers, clients are responsible for the proper disposal and removal of all trash from the event premises.
- **Compliance:** Failure to adhere to this policy may result in additional charges.

27. Public Health Policy

Definition: A public health pandemic is defined as a state-wide or national health crisis that affects the entire public, leading to government-mandated closures or significant restrictions.

- Client Options:
 - **Maintain Original Date:** First Class Event Services, LLC will waive minimum guest counts for a-la-carte reservations. Premium and First Class Beverage Packages still require minimum adult guest counts. All safety restrictions apply.
- **Reschedule:** All payments may be transferred to a new date one time only. A new agreement and updated pricing may be required.
- Cancel: If the client chooses to cancel, all standard cancellation policies and fees apply.

Government Mandates: If government mandates force the cancellation of celebrations, First Class Event Services, LLC will waive cancellation fees.

Payment Due By				
	date			
Primary Client Information	Card Information	Secondar	ry Client Informati	on
Name:		Name:		
Address:		Address:		
Phone:		Phone:		
Card #		Card #		
Ex. Date	Sec. Code:	Ex. Date		Sec. Code:

28. Non-Refundable Deposit

A non-refundable deposit of 50% of the Estimated Quote is required to secure the date for services. This deposit must be submitted along with the signed contract to confirm the booking.

Importance of Timely Submission and Non-Refundable Nature: The non-refundable deposit is essential for several reasons:

- Securing the Date: By submitting the deposit and contract promptly, you ensure that your desired date is reserved exclusively for your event. This prevents double-booking and allows us to allocate the necessary resources and planning time to your event.
- **Commitment and Planning:** The deposit serves as a commitment from both parties, allowing us to begin detailed preparations for your event. This includes planning the music selection, arranging equipment, and scheduling staff.
- **Opportunity Cost:** By securing your date with a deposit, we may turn down other potential clients for the same date. The non-refundable nature of the deposit compensates for this opportunity cost and ensures our commitment to your event.
- Initial Expenses: The deposit helps cover initial expenses incurred during the planning and preparation stages, such as consultations, equipment reservations, and administrative tasks.

Please note that the date will not be considered confirmed until both the deposit and signed contract are received.

29. Accepted Payment Methods

All clients must adhere to the following payment guidelines. Failure to comply may result in delayed or canceled services.

- Payments By Check: Checks must be made payable to: First Class Event Services, LLC
 - Deadline: All payments by check must be received and cleared no later than 14 days prior to the event date.
 - **Returned Checks:** If a check is returned for insufficient funds or any other reason, the client will be charged a \$75 bounced check fee.
 - **Daily Penalty:** A daily fee of \$25 will be assessed for each day the payment is not rectified after the bounce date, up until the full balance is paid.
 - **Service Risk:** Services are not guaranteed if full payment is not received and cleared prior to the event. We reserve the right to cancel services due to non-payment.
- <u>Cash Payments:</u> Clients who pay in full using cash will receive a \$100 discount off their total event cost. Partial payments do not qualify for this discount. Full payment must be made at once in cash and accompanied by a signed receipt.

30. Rush Fee / Late Booking

- Applicability: Bookings made within 60 days of the event date are subject to a \$300 late booking fee.
- **Short-Notice Bookings:** For bookings made within 84 hours (3.5 days) of the event, a late fee ranging from \$500 to \$3,000 may apply, depending on event requirements.
- Purpose: These fees cover expedited coordination and resource allocation necessary for last-minute arrangements.

31. Prepared Items / Cancellation

- **Prepared Items:** Any items or services that have been prepared, purchased, or secured for the event will be charged in full, regardless of event cancellation.
- Scope: This includes, but is not limited to, bar rentals, glassware, staffing, and other related services.
- Client Responsibility: Clients acknowledge responsibility for costs associated with prepared items, even in the event of cancellation.

32. Hosted Tip Policy

- Tipping Options: Clients may choose between allowing a tip jar/guests to tip or providing a hosted tip.
- Hosted Tip Rates:
 - Regular Events: \$3 per guest
 - Weddings/Long Events (over 5 hours): \$5 per guest
 - Beer & Wine Only Events: Rates are halved
 - Holidays: Rates increase by 50%
 - **Shortfall Charges:** If a tip jar is used and total tips do not meet the minimum expected amount, the client's credit card will be charged the difference.
 - Finality: Decisions regarding tipping are final, and partial refunds for tips are not permitted.

33. Holiday Rate

Rate Increase: All rates are 50% higher than regular rates on the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Super Bowl Sunday
- Valentine's Day
- Presidents' Day
- St. Patrick's Day
- Ash Wednesday
- Palm Sunday
- Good Friday
- Easter Sunday
- Cinco de Mayo
- Mother's Day
- Memorial Day
- Father's Day
- Independence Day
- Labor Day
- Halloween
- Thanksgiving Eve
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Day After Christmas
- New Year's Eve

34. Damage to Equipment

The client agrees to be fully responsible for any damage to the equipment caused by the client, their guests, event staff, or any individuals attending the event. This includes, but is not limited to, damages resulting from spills, physical interference, tampering, or negligence.

In addition, the client acknowledges that they are also responsible for any damage caused by the venue, weather conditions, or other environmental factors not under our control. Even if the damage is directly caused by the venue or a third party, the client assumes full responsibility for ensuring the safety and suitability of the event space for vendors and their equipment. It is the client's duty to coordinate with the venue and take all necessary precautions to prevent damage. Any repair or replacement costs resulting from such incidents will be billed to the client accordingly.

35. Liability Insurance

First Class Event Services, LLC maintains liability insurance to cover any accidental damages or injuries that may occur during the performance. A certificate of insurance can be provided to the client or venue upon request.

36. Liability Insurance

First Class Event Services, LLC liability for any claim arising out of this contract will not exceed the total amount paid by the client for the services provided. First Class Event Services, LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the performance of services under this contract.

This section clarifies the responsibilities and liabilities of First Class Event Services, LLC regarding equipment and performance, helping to protect both parties from potential disputes.

- <u>Venue Responsibility</u>: The client is responsible for ensuring that the event venue meets all necessary requirements for the performance, including providing adequate space, power supply, and access for equipment setup. The client must obtain all necessary permissions and permits required by the venue for services and ensure compliance with any venue-specific regulations or restrictions.
- <u>Guest Conduct</u>: The client is responsible for the behavior and conduct of all guests attending the event. This includes ensuring that guests do not interfere with the performance, equipment, or personal safety. Any damage to equipment caused by the client or their guests will be the financial responsibility of the client. The client agrees to reimburse the Company for the full cost of repair or replacement of any damaged equipment.
- <u>Safety & Security:</u> The client must provide a safe and secure environment for us to perform. This includes taking reasonable measures to prevent any harassment, violence, or unsafe conditions during the event. If the Company feels that their safety or the safety of their equipment is at risk, they reserve the right to cease performance until the issue is resolved. No refunds will be provided for any performance time lost due to safety concerns.
- <u>Alcohol & Substance Use</u>: The client agrees to monitor and manage the consumption of alcohol and other substances by guests to ensure that it does not adversely affect our performance or create a hazardous environment. The Company has the right to refuse requests or interactions with guests who appear to be overly intoxicated or under the influence of substances. The Company also has the right to refuse and discontinue service should this be the factor of them feeling unsafe.
- Damage to the Venue: The client is liable for any damage to the venue caused by equipment, provided such damage is a direct result of our actions and not due to venue conditions or other factors outside the Company's control. Any claims made by the venue for damages related to our performance must be communicated to First Class Event Services, LLC Representative within 24 hours of the event's conclusion.
- **Indemnification:** The client agrees to indemnify and hold harmless First Class Event Services, LLC from any claims, damages, losses, or expenses arising out of or resulting from the actions or conduct of the client or their guests during the event.

37. Equipment Liability

First Class Event Services, LLC is responsible for providing and maintaining professional equipment in good working condition for the event. First Class Event Services, LLC will ensure that all equipment is set up and tested prior to the event start time to ensure optimal performance. In the event of equipment failure, First Class Event Services, LLC will make every reasonable effort to resolve the issue promptly, including using backup equipment if necessary. The client is responsible for ensuring the venue provides the necessary infrastructure to support the equipment, including adequate power supply and space.

38. Performance Liability

First Class Event Services, LLC will perform the services as agreed upon in this contract to the best of their ability and in a professional manner. First Class Event Services, LLC will not be liable for any disruptions in performance caused by circumstances beyond their control, such as power outages, technical malfunctions, or restrictions imposed by the venue. In the event of the Company's inability to perform due to illness, injury, or other unforeseen circumstances, First Class Event Services, LLC will make every effort to provide a qualified substitute vendor. If a substitute cannot be provided, the client will be entitled to a full refund of any fees paid for the services not rendered.

39. Additional Costs

The following additional costs may apply to services provided under this agreement:

- <u>Travel Costs</u>: Travel expenses are not included in the base fee and will be the responsibility of the client. The client agrees to cover the cost of travel to and from the event venue. Travel costs include mileage, tolls, and other transportation expenses.
- <u>Lodging Costs</u>: If the event requires staff members to travel more than 100 miles from their home base, or if the event spans multiple days, lodging arrangements and costs will be covered by the client. If the client does not book lodging, the company will add the lodging costs to the final invoice.
- <u>Airfare:</u> If the event requires staff members to fly to the location, the client will cover the cost of airfare. This cost will be added to the final invoice if not arranged by the client.
- <u>Set-Up Costs</u>: The standard set-up time is included in the base fee. Any additional time required for set-up beyond 1 hour will incur a fee of \$150 per additional hour.
- <u>Other Additional Costs</u>: Any other unforeseen costs related to the event that are not covered by the base fee will be discussed with the client. These may include special equipment rentals, additional services requested by the client, or other expenses.

These additional costs will be itemized and added to the final invoice, which will be presented to the client after the event. The client agrees to reimburse these expenses in accordance with the terms outlined in this contract. Final costs will be charged to the client's credit card or card on file.

40. Card on File & Payment Authorization

To complete and validate this agreement, the Client is required to provide a valid credit or debit card to be held securely on file. This card will serve as a form of incidental security and will only be charged under the conditions outlined below:

- Payment Coverage & Final Invoicing: The card on file may be charged for:
 - Any outstanding balance not paid by the due date outlined in this agreement.
 - Any additional services, overtime, damages, fees, or expenses that arise during or after the event and are agreed upon or incurred per this contract.
 - Any late fees, cancellation fees, or charges specified in this agreement.
- **Primary vs. Backup Payment Method:** Even if the Client intends to pay by check, cash, electronic transfer, or other means, the card on file serves as a backup payment method to ensure timely and complete payment of any and all fees. This includes but is not limited to balances unpaid due to failed or delayed primary payment methods.
- <u>Authorization</u>: By signing this agreement, the Client authorizes First Class Event Services, LLC to charge the card on file for the purposes described above. A receipt for any such charges will be provided upon request.

- **Failed Charges & Penalties:** If a charge attempt is declined or disputed without cause, the following actions and penalties may apply:
 - A \$50.00 fee for each failed charge attempt.
 - A 5% late fee compounded weekly until the balance is paid in full.
 - Suspension of services for current or future events until the outstanding balance is resolved.
 - Referral to collections and legal action, including associated legal and administrative fees, if payment is not resolved within 30 days.
- <u>Security & Confidentiality:</u> All card data is securely stored and processed through our PCI-compliant payment processor. We do not store full card numbers in any local files or physical documents.
- **Disputes & Questions:** If you believe a charge was made in error, you may contact our billing department within 7 days of the charge for review and resolution.

41. Late Payment Penalties

In the event that payment is not received by the due date specified in the contract, the following penalties will apply:

- **Daily Late Fee:** A late fee of \$100 per day will be incurred for each day the payment is overdue, starting from the day after the payment due date.
- **Maximum Late Fee Duration:** This daily late fee will be applied for a maximum period of 30 days.
- Legal Fees: If the payment remains outstanding after 30 days, the account will be referred to a collection agency or legal counsel. Any costs associated with the collection or legal process, including but not limited to attorney fees, court costs, and additional administrative expenses, will be the responsibility of the client.
- **<u>Payment Collection</u>**: The company reserves the right to take legal action to recover any overdue amounts and associated costs if the payment remains unpaid beyond the specified period.

The client agrees to these terms and acknowledges that timely payment is crucial to maintaining the agreed-upon services and schedule.

Event Information

Type of Event: Event Date(s): Event Location: Hours of Service:	Number of Guests: DJ Package Requested: Start/End Times: Venue Name:
Venue / Manager Information	Payment Information
Name:	Quoted:
Address:	Balance Due:
Phone: Email:	Due Date: Payment Method:

Failure to submit the full payment by this deadline will result in the services being canceled for the event. However, the client will still be responsible for the total payment as stipulated in this agreement.

Client Name (Printed)

First Class Event Services Team Member

Client Signature

Glassware & Barware Rentals

Includes delivery, setup, and breakdown. Available for events with or without bar service

Items	Description	Price
Premium Glassware Set	Includes wine, water, rocks, and champagne glasses for full table settings	\$4.50 per guest
Signature Cocktail Glasses	Specialty glasses (coupes, martini, mule mugs, etc.) for signature cocktails	\$2.00 per guest
Crystal Cut Glassware	Elegant, vintage-style cut glass for upscale events	\$6.00 per guest
High-End Bar Tools	Premium shakers, strainers, muddlers, pourers, mixing glass	\$95 flat rate per bar
Custom Bar Signage	Acrylic or framed signage with custom menu and couple's/event name	\$35 per sign

Bar Enhancements

Includes delivery, setup, and breakdown. Available for events with or without bar service

ltems	Description	Price
Champagne Wall	Free-standing wall with acrylic flutes and florals (holds 48 glasses)	\$275 flat rate
LED Bar Front	Illuminated bar front (white, customizable with logo or monogram)	\$150 per unit
Custom Signature Drink Menu	Designed menu with drink names, descriptions, and graphics	\$50 (digital) / \$75 (printed on foam board)
Additional Bar Station	For larger guest counts or dual-sided service	\$125 per station
Custom Bar Signage	Acrylic or framed signage with custom menu and couple's/event name	\$35 per sign