



BartenderGirl

2348 Zanja Drive, Menlo Park, CA 94025-9632  
☎ 800.665.0804 ☎ Fax 949.891.0437 ☎ info@bartendergirl.com  
🌐 www.bartendergirl.com

## WORK FOR HIRE AGREEMENT

Contract Number: **#YOUR INVOICE NUMBER** Created on: 02/05/2015 12:40:10 PM

This Work for Hire Agreement (this "Agreement") is made effective as **February, 05 2015**, by and between **YOUR NAME, YOUR ADDRESS, YOUR CITY, CA, YOUR ZIP**, and BartenderGirl.Com. In this Agreement, the party who is contracting to receive the services shall be referred to as "Customer", shall mean Customer, its agents and/or employees; and the party who will be providing the services shall be referred to as "BartenderGirl", shall mean BartenderGirl™, CATERING AND BEVERAGES SERVICES BARTENDER GIRL, Floridian, Ben Zerpa, Zerpa its owners, officers, directors, shareholders, contractors, and employees.

**1. DESCRIPTION OF SERVICES.** Beginning on **Date of your event**, BartenderGirl will provide the following services and staff head count. (collectively, the "Services"):

**Bartender(s):** 1  
**Bar back(s):** 0  
**Wait Staff:** 0  
**Disc Jockey Service:** No  
**Catering Service:** No  
**Rental Items:** No  
**Personal Shopping:** No  
**Coffee Service:** No (With Starbucks Barista Trained Staff)  
**Onsite Chef:** 0  
**Security Service:** No  
**Valet Service:** No  
**Promotional Models:** No  
**Adult Entertainment:** No  
**Live Entertainment:** No  
**Salsa Group Instructor:** No  
**Picture Girl:** No  
**Limo Services:** N/A

**2. PAYMENT FOR SERVICES.** Customer shall pay compensation to BartenderGirl for services rendered, 72 hours before: 12/17/2016 in the total invoiced amount of **\$YOUR AMOUNT DUE**, plus all expenses.

BartenderGirl's staffs are scheduled to work for approximately **HIRE HOURS** hours, services are schedule to start at: 4:45pm and will end at: 10:00pm. Please note that arrival time may be delayed by road conditions, accidents and unforeseen circumstances. BartenderGirl.com will make sure travel time is





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included in order to arrive on time but we cannot be held responsible for the circumstances stated above.

The parties acknowledge and agree that a change to the services may cause an increase in the applicable service fee or invoice. In addition, parties will mutually agree upon changes to the services before this incurred.

If **YOUR NAME** cancels the reservation for services 72 hours prior to the day of the event a cancellation fee will be charged for the following applicable services:

- Bartenders, Bar-Back, Photo Girl, & Wait Services: \$25.00 per staff
- Disc jockeys services is: \$150.00
- Valet services is: \$200.00
- Limo/Tow Car Services: \$250.00
- Personal Shopping Services: \$179.00 plus any expenses incurred to purchase your items.
- Rentals: \$100.00 plus 10% restocking fee on the invoice.
- Bar Rental: \$35.00
- Dance Instructor: \$75.00 (Zumba, Salsa, Go-Go Dancer)
- Insurance: \$149
- Permits: \$75
- Venue Licensing: \$35
- Live Band: Full Booking Fee and agreed payment.
- Charge-Back Fee \$60.00 per incident if client generates a charge back!

**YOUR NAME** cancels the event 48 to 24 hours prior **DATE OF EVENT** or on **DATE OF EVENT** (date of the event) client is responsible for full payment of the invoice.

**3. EXPENSES.** In addition to the final invoice, Customer shall reimburse Bartendergirl, for reasonable related expenses, provided that such expenses are actually incurred in conjunction with rendering the Services, and any additional hours incurred during service or any chargebacks.

**4. TERM/TERMINATION.** This Agreement will terminate automatically, upon completion of the Service on **DATE OF EVENT**.

### 5. GENDER PREFERENCE WHEN MAKING A RESERVATION

Substitutions & changes on gender preference: We reserve the right to make substitutions when selected gender is unavailable. While every attempt will be made to honor your request for the staff gender, gender request is not guaranteed. Please be note that gender preferences are not guaranteed





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**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that BartenderGirl is an independent contractor with respect to Customer, and not an employee of Customer. Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for BartenderGirl, **each staff is an individual contractor for BartenderGirl, and each staff is responsible separately per any incident, complaints, or liabilities.**

**7. CONFIDENTIALITY.** BartenderGirl will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BartenderGirl, or divulge, disclose, or communicate in any manner any information that is proprietary to Customer. BartenderGirl will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, BartenderGirl will return to Customer all items that were used or controlled by BartenderGirl during the term of this Agreement.

**8. INJURIES.** BartenderGirl acknowledges their obligation to obtain appropriate insurance coverage for the benefit of BartenderGirl (and BartenderGirl's employees, if any). BartenderGirl waives any rights to recovery from Customer for any injuries that BartenderGirl (and/or BartenderGirl's employees) may sustain while performing services under this Agreement and that are a result of negligence of BartenderGirl or BartenderGirl's employees.

**9. ENTIRE AGREEMENT.** 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.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. INDEMNIFICATION.** Customer agrees to indemnify and hold harmless BartenderGirl from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against BartenderGirl that resulted from the acts or omissions of BartenderGirl, BartenderGirl's employees, if any, and BartenderGirl's agents or, BartenderGirl's vendors, and Ben J. Zerpa.

**12. LIABILITY.** Customer acknowledges that is his/her obligation to obtain appropriate insurance coverage for the event. Bartendergirl is not responsible for such insurance coverage.





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**13. LIMITATIONS ON LIABILITY.** The Maximum Liability of Bartendergirl, its directors, officers, parent company, CATERING AND BEVERAGES SERVICES BARTENDER GIRL, Zerpa, Ben J. Zerpa and affiliates to the client for damages for any all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to an amount equal to two times the total service fees paid ( **\$AMOUNT DUE** ) by client to Bartendergirl hereunder. In no event shall BartenderGirl its directors, officers, parent company, contractors and affiliates, licensors, CATERING AND BEVERAGES SERVICES BARTENDER GIRL, Zerpa, Floridian, Ben J. Zerpa and suppliers, be liable for any lost data, lost of any valuable item or content, lost profits, business interruptions or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out or relating to the deliverables or the services provided hereunder, even if BartenderGirl. has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

**14. APPLICABLE LAW.** The laws of the State of California shall govern this Agreement.

**15. RENTAL POLICY.** All charges are for time out, whether used or not.

a) **LOSS OR DAMAGE**

Responsibility for equipment remains with the customer from delivery until return. Please be sure equipment is secured when not in use and protected from weather. Replacement charges are made for missing, damaged or broken items. Customer shall be liable for damages to our loss of the rental items occurring because it was not returned during regular business hours.

b) **DAMAGE WAIVER**

A damage waiver may be purchased at 10% of your total order. It does not cover loss, international misuse, and theft, cleaning charges or mildew on linen. The damage waiver covers replacement charges of equipment due to accidental damage or breakage. You must furnish proof of breakage. Damage waiver does not cover the following rental equipment: Sound Systems, Dance Floors or Karaoke Machines, Microphone or Music/Karaoke CDs





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### c) DELIVERY & PICK UP

An additional fee is charged for delivery depending on that location. Quotations are for first floor locations. All equipment must be ready for pickup in a single location.

Tables and chairs should be folded and stacked ready for pickup in a protected area. Linens should be free of food and dried to prevent staining and mildew. Do not place linens in plastic bags, as mildew may result. All china silver, utensils, etc. should be rinsed and free of food, and repacked in delivered containers.

### d) SET-UP & TAKE DOWN

Arrangement must be made in advance for set up and takedowns, and will be subject to fee.

### e) DEPOSIT

A deposit is required when making a reservation for any staff services of \$25.00 per staff, using a credit card such as Visa, Discover, American Express or MasterCard.

**ALL CREDIT CARD CHARGES WILL APPEAR AS:** Intuit - Catering And Beverage Service Bartender G

### WARNING

The use of false or fictitious identification to obtain the rental items or the failure to return the rental items upon the Agreed Return Date of this Rental Agreement may be considered a theft, resulting in criminal prosecution. Your attention is directed to California Penal Code Section 484 and California Penal Code Section 476A

### 16. NO REFUND POLICY. Your total amount for services will be: \$AMOUNT DUE

By using our services, **CLIENT NAME** hereby authorize BartenderGirl to charge his/her credit card account for services rendered from BartenderGirl.Com, **CLIENT NAME** affirm that he/she is at least 18 years old and that **CLIENT NAME** is legally authorized to use the credit card account number specified when the reservation was processed. Furthermore, **CLIENT NAME** understand and agree that the charges specified above or any other charges are irrevocable and may not be charged-back at any time in the future. **CLIENT NAME** understand that if he/she cancel this event there will be a cancellation fee of \$25.00 per staff, and the following cancellation fees will apply:

- Bartenders, Bar-Back, Photo Girl, & Wait Services: \$25.00 per staff
- Disc jockeys services is: \$150.00
- Valet services is: \$200.00
- Limo/Tow Car Services: \$250.00





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- Personal Shopping Services: \$179.00 plus any expenses incurred to purchase your items.
- Rentals: \$100.00 plus 10% restocking fee on the invoice.
- Bar Rental: \$35.00
- Dance Instructor: \$75.00 (Zumba, Salsa, Go-Go Dancer)
- Insurance: \$149
- Permits: \$75
- Venue Licensing: \$35
- Live Band: Full Booking Fee and agreed payment.
- Charge-Back Fee \$60.00 per incident if client generates a charge back!
- Chargeback Fee \$45
- Venue Licensing: \$35
- Live Band: Full Booking Fee and agreed payment.

**If there is a dispute on any of the services or rental provided, and we issued you a refund, the refund will be given in the form of credit for future use on bartendergirl.com.**

### Charge Back Fee

**\$60.00 for any charge backs or credit card dispute that is resolved in our favor.**

**CREDIT CARD CHARGES WILL APPEAR AS:** Intuit - Catering And Beverage Service Bartender G

**17.** The parties acknowledge and agree that a change to the services may cause an increase in the applicable service fee or invoice. In addition, parties will mutually agree upon changes to the services before incurred, also if your event is outdoors after 7:00PM you must provide heating equipment to staff stationed outdoors. If event is before 7:00PM you must provide cover if sunny conditions apply.

## 18. DISPUTES AND DISSATISFACTION WITH THE SERVICE

BartenderGirl reserves the right not to process any complaints containing abusive or foul language.

All disputes and complaints must be addressed and filed during the course of the event or at the end of such event, with the staff working for this event; thus we can properly resolve, address or process any disputes, complaints properly or any other issues involved with the service provided to you. These issues may include not received rentals or products, or any problems with the service(s).

**If a dispute is not addressed at the time of the service or at the completion of such service, or 12 hours after the event will be considered as if there were not issues and/or**





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**complaints. There is no cash refund, nor credit card refund. Refunds are issued in services or rental credit for any future event.**

### 19. DISPUTE NOT RESOLVED MUST BE PROCESSED BY THE BETTER BUSINESS BUREAU.

Please note: The Better Business Bureau's goal is to successfully resolve complaints involving buyers and sellers in a fair and timely fashion. This includes complaints involving consumer-to-business and business-to-business transactions that involve the advertisement and/or sale of a product or service.

Better Business Bureaus generally do not handle complaints which are more effectively handled by other government or private agencies or the legal system, such as complaints involving employment practices, discrimination, or matters in litigation.

The BBB strongly encourages consumers to first attempt to resolve complaints directly with the company; however the BBB will not reject a complaint if a consumer has not taken this step. All complaints are processed by local Better Business Bureaus, most often the Bureau where the company is located. Historically, over 70% of complaints through the BBB are resolved. In some cases, BBB mediation or arbitration may be offered to assist in resolution.

BartenderGirl, Inc., reserves the right not to process complaints containing abusive or foul language.

### 20. VERBAL ABUSE, UNETHICAL CONDUCT OR HARRASMENT

BartenderGirl reserves the right not to provide services, stop providing services, stop service at any time during the course of the event, when BartenderGirl's staff(s) believes that there are illegal activities on the premises, an unsafe situation such as fights, underage drinking, gang activity, parolees or convicted felons gathering, intoxicated abusive or aggressive guests and/or aggressive or abusive customer(s) and/or harassing guests and customers, customer or guest verbally abusing or harassing BartenderGirl staff, and any other activity that BartenderGirl will deemed as unsafe. You will be responsible for full payment of the event if any situation like this occurs during the event.

Sales of beverages will be reported to the ABC (Alcohol Bureau Control of California) underage drinking will be reported to the police regardless of the incident.

### 21. Limousine & Car Rental Services

BartenderGirl is not liable in the event of mechanical breakdown while on charter and will only be responsible for making up lost time at a mutually agreed date.





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The client assumes full financial liability for any damage to the limousine caused during the duration of the rental by them or any members of their party.

- A fee of \$145.00 for each carpet or seat burn. Sanitation fee is \$300.00.
- Alcohol Consumption and drug use is prohibited by law. Any fines will be paid for by the customer.

The driver has the right to terminate run without refund (if there is blatant indiscretion on the part of the client(s)). It is Illegal to stand through the sunroof. Smoking is not permitted in some of our limousines and this is left to the discretion of the driver.

Overtime pay will apply after the first 15 minutes of prearranged time described on the run sheet.

Not responsible for delays or the termination in winter caused by unsafe road conditions (ie. not salted, accidents, etc.).

Not responsible for articles left in the limousine.  
Vehicles cannot be loaded beyond seating capacity.

## 22. LIVE BAND AGREEMENT

The performance date and time will be reserved for TWO WEEKS from date of this contract. In the event this contract is not returned with signature, deposit (and/or final payment, when requested) within the stated period above, this contract becomes null and void.

Deposit is non-refundable. If no deposit has been given but performance is cancelled by client, 50% of the total contract will be due and payable two weeks prior to performance date. Remaining balance due, if cancellation by client: 60+ days prior = no additional fee due, 30 days prior = total balance due and payable no later than the scheduled performance date.

Exceptions are cases of terrorism, pandemic or natural disaster. In the event of unforeseen or uncontrollable situations such as immediate automotive failure, extreme traffic blockages or unforeseen or unavoidable situations making it impossible for musicians to arrive at location, BartenderGirl will be relieved of liability and client will have the option of rescheduling performance within six (6) months from original performance date at the original fee. •





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NO HANDWRITTEN MODIFICATIONS TO THIS CONTRACT WILL BE HONORED.

If a change is needed please contact us directly for a modification. •

MUSICIANS & STAFF MUST BE PROVIDED: 1) power source (unless noted on contract), 2) solid footing for staging equipment, 3) local parking accommodations (payment, pass or validation) unless specified in contract 4) protection from direct sun or rain (to avoid damage - instruments/steel drums are susceptible to environmental conditions).

A restaging fee will apply if musician(s) need to relocate during performance due to weather conditions.

LOCATION: OSHA Standards, musicians must be given safe working environment free from strong air-borne pollutants (i.e. gasoline fumes, lighter fumes, or other chemicals), unstable footing (staging area), and wet staging conditions (electrical concerns). •

LOADING OF EQUIPMENT: difficult load-ins (such as stairways, narrow areas, stairs, loading thru sand or rocks, steep inclines and/or ramps, etc. (i.e. if we cannot easily roll in equipment on a cart)) MUST be discussed at time of contract and will be noted in the "Notes/ Instructions" section - a separate loading fee may apply.

PLEASE NOTE: Neglect to advise at the time of booking gives us the right upon arrival to

CANCEL PERFORMANCE and all performance fees will be due and payable to "BartenderGirl." immediately. •

BREAKS: We honor Local Musician's Union performance schedule regulations, i.e. 15 min. break each hour of performance. Exceptions may be honored for short performances or if required to accommodate program scheduling such as speeches, weddings, etc. Prerecorded music will be played thru the break times if desired by client. •

ANY and ALL performance time deviations from what is stated on this contract must be submitted in writing and approved by Bartendergirl in advance to avoid performance scheduling conflicts. Contracted time runs consecutively from starting time to ending time (example: 1:00 - 4:00 = 3 hr. performance time.) •

PRICING: reflects a maximum of one-hour pre-performance arrival time to stage equipment. Earlier arrival times will be charged at our normal overtime rate unless noted in contract at time of booking. If





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band is required to be present after conclusion of performance (i.e. boats, speeches, limited access areas, etc.) overtime rates will also apply. •

Overtime: rate is \$75.00 per each half-hour OR \$150 each hour per musician (unless noted differently on this contract) and must be paid at the conclusion of performance, no exceptions. An Invoice will be provided via email the following day, if requested. •

STAGING: Pricing allows for one (1) single staging of band equipment: a minimum fee of \$50 (exact fee dependent on second location) per musician will be charged for each and every restaging and/or moving of equipment unless fee is waived at the time of booking and must be in specified under "Notes/ Instructions" on this contract. •

NO USE OF BAND EQUIPMENT is allowed by anyone other than actual band members. Any use of our microphone(s) must be approved in advance and written into this contract. Please note that the minimum "use" fee is \$75.00 (maximum fee \$600). Use must be concluded no later than the end of contracted performance time. Client assumes all financial responsibility for damage to equipment due to client or clients' guests' use of equipment. Performance date and time will be reserved for TWO WEEKS from date of this contract. In the event this contract is not returned with signature, deposit (and/or final payment, when requested) within the stated period above, this contract becomes null and void.

### 23. PERMITS, INSURANCE AND CONDITIONS

It's our job to practice responsibility and alcohol awareness and to comply with ABC requirement and our insurance regulations for this event this rules must be follow:

1. IF NECESSARY, THE ASSIGNED BARTENDER(S) WILL ASK FOR PROOF OF LEGAL AGE, TO ANYBODY WHO LOOKS YOUNGER THAN 21 YEARS OLD THAT WISH TO DRINK.
2. THE ASSIGNED BARTENDER(S) WILL REFUSE ALCOHOL SERVICE TO ANYONE, WHO IN HIS/HER JUDGMENT HAS HAD TOO MUCH TO DRINK.
3. YORBA LINDA COMMUNITY CENTER SECURITY WILL BE NOTIFIED THROUGHOUT THE COURSE OF THE EVENT OF PEOPLE WHOM WE WOULD SUGGEST CUTTING OFF, SO YOU CAN TAKE PROPER ACTION.
4. WE WILL NOT SELL ANY ALCOHOL (COLLECT CASH/CASH BAR OR DONATIONS)
5. WE WILL NOT COLLECT ANY PAYMENT FOR ALCOHOL. (COLLECT CASH/CASH BAR OR DONATIONS)
6. WE WILL HAVE 1 BARTENDER STAFF PER EVERY 75 GUESTS





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7. WE WILL HAVE A MINIMUM OF TWO SECURITY GUARDS
8. WE WILL HAVE A ID VERIFICATION MACHINE
9. CLIENT WILL NOT PROVIDE ALCOHOL
10. OPEN OR UNOPEN ALCOHOL CANNOT BE RETURN
11. AFTER COMPLETION OF THE EVENT CLIENT WILL SECURE AND REMOVE ALCOHOL FROM VENUE

PARTY CONTRACTING SERVICES:

**YOUR NAME, CLIENT NAME** (Customer)

**BY USING OUR SERVICES IT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

**REMINDER ALL CREDIT CARD CHARGES WILL APPEAR AS: Intuit - Catering And Beverage Service Bartender G**

, **CLIENT NAME** Customer





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## WORK FOR HIRE AGREEMENT

SERVICE PROVIDER:

BartenderGirl.Com

CATERING AND BEVERAGES SERVICES BARTENDER GIRL

By: \_\_\_\_\_

B Zerpa

PRESIDENT

CATERING AND BEVERAGES SERVICES BARTENDER GIRL

**BartenderGirl.com is always at your reach:**

**Customer Service: 1-800-665-0804 - (7:00AM – 9:00PM)**

**Customer Support Back-up Number: 1-909-609-5290 or 1-909-862-2230 (24 Hours)**

**Text: 909-609-5290, Facebook: [Joseph@bartendergirl.com](mailto:Joseph@bartendergirl.com)**

**Text, or Facetime Support 24 Hours a day all year round.**

