

2348 Zanja Drive □ Mentone □ California □ 92359

□ 800.665.0804 □ Mobile 909.609.5290 □ □ [info@bartendergirl.com](mailto:info@bartendergirl.com)

□ [www.bartendergirl.com](http://www.bartendergirl.com)

# BARTENDERGIRL.COM

## WORK FOR HIRE AGREEMENT

*Consolidated Agreement, Cancellation & Service Policies*

*Created on: January 01 2000. Revised January 01 2026*

**IMPORTANT CONTRACT NOTICE:** This consolidated document merges the supplied Work for Hire Agreement with the updated BartenderGirl.com Cancellation Policy. The customer's individual estimate, invoice, reservation confirmation, amendments, and contract should be reviewed together. Specific event terms control where expressly stated, subject to applicable California law and non-waivable consumer rights.

### 1. DESCRIPTION OF SERVICES

Beginning on DATE OF EVENT, BartenderGirl will provide the services and corresponding staff headcount identified in the customer's estimate, invoice, reservation, or contract. Services may include bartenders, bar backs, wait staff, DJ services, catering, rentals, personal shopping, coffee service, onsite chef services, security, valet, promotional models, live entertainment, permits and insurance, photographic services, limo services, and other agreed services.

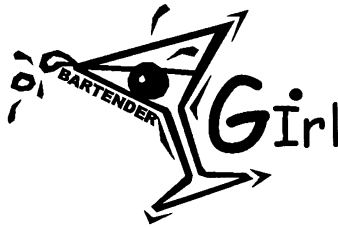
The final staff headcount and scope of services are those stated in the customer's individual agreement. Changes to the scope may result in an increase to the applicable service fee or invoice amount, and changes will be mutually agreed upon before additional costs are incurred.

### 2. PAYMENT FOR SERVICES

Customer shall pay the compensation stated in the applicable invoice or estimate, plus applicable expenses, including reasonable approved expenses such as highway tolls, parking, permits, rentals, and other event-related costs. Unless the individual contract states otherwise, final payment is due 96 hours before the event.

A reservation is not considered fully secured until the required deposit or payment identified in the customer's estimate, invoice, or contract has been received.





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### 3. CANCELLATION, REFUNDS & CANCELLATION CHARGES

This Cancellation Policy applies to every reservation or booking made with BartenderGirl.com, including reservations made online, by telephone, in person, by text message, by email, or through another approved electronic method. It also applies to services provided by BartenderGirl affiliates, subdivisions, trade names, or related companies to the extent identified in the customer's agreement.

**RESERVATION GRACE PERIOD** — A customer may cancel within forty-eight (48) hours after making the reservation, subject to the terms below and any non-refundable third-party costs already incurred. Cancellation is effective when the cancellation notice is actually received by BartenderGirl, not merely when a customer attempts to contact the company.

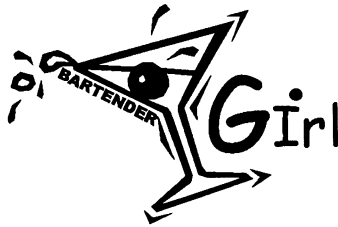
**PAYMENT METHOD REFUNDS** — Where a qualifying cancellation occurs during the 48-hour grace period, amounts paid by cash or check will generally be refunded in full, subject to applicable law and documented non-refundable third-party costs. For credit card, debit card, Venmo, Zelle, PayPal, ACH, or other electronic payments, BartenderGirl may deduct actual, non-refundable payment-processing or transaction costs that BartenderGirl has incurred and cannot recover from the processor. The customer will receive the refundable amount after those actual unrecoverable costs are deducted.

**AFTER THE GRACE PERIOD** — Once the 48-hour grace period expires, the cancellation terms in the customer's individual contract control. Cancellation charges are applied only to the extent permitted by California law.

#### DEFAULT CANCELLATION SCHEDULE

- More than 72 hours before the scheduled event: the cancellation fee stated in the contract is due, ordinarily the applicable deposit or reserved amount.
- 48 through 72 hours before the scheduled event: the cancellation fee stated in the contract is due, together with any actual, documented, non-refundable expenses already incurred for the event.
- Less than 48 hours before the scheduled event, including cancellation on the event date: the customer is responsible for 100% of the total contracted invoice, subject to applicable law and any non-waivable statutory consumer protections.





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**EVENT-SPECIFIC FEES** — The customer's individual contract may identify specific cancellation amounts for bartenders, bar backs, photo services, wait staff, DJs, valet, limo/tow services, personal shopping, rentals, bar rentals, dance instructors, insurance, permits, venue licensing, live entertainment, catering, photography, or other reserved services. Where a specific amount is stated in the customer's contract, that provision governs to the extent permitted by law.

The parties intend any contractual cancellation or liquidated-damages amount to apply only to the extent permitted by California law and, where applicable, to represent a reasonable estimate of losses that are difficult or impracticable to determine at the time of contracting. Nothing in this Agreement is intended to impose an unlawful penalty or waive a non-waivable consumer right.

#### 4. EXPENSES & REIMBURSABLE COSTS

Customer shall reimburse BartenderGirl for reasonable, documented expenses actually incurred in connection with providing the Services, including approved purchases, permits, rentals, transportation, parking, tolls, special-order items, staffing commitments, and other third-party charges authorized under the contract.

Prior verbal or written customer approval will be obtained before charges outside the agreed scope are incurred, except where emergency action is reasonably necessary to protect people, property, the event, or legal compliance.

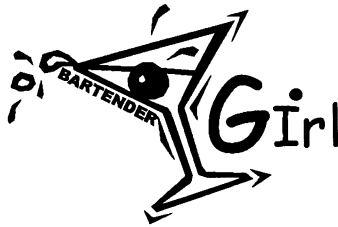
#### 5. TERM / TERMINATION

This Agreement terminates upon completion of the Services on DATE OF EVENT, unless terminated earlier according to the Agreement or applicable cancellation provisions.

#### 6. GENDER PREFERENCE / STAFFING SUBSTITUTIONS

BartenderGirl reserves the right to make staffing substitutions when selected personnel or requested characteristics are unavailable. While reasonable efforts will be made to honor a customer's staffing preferences, such preferences are not guaranteed unless expressly guaranteed in the customer's contract.





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## 7. RELATIONSHIP OF PARTIES

BartenderGirl is an independent contractor with respect to Customer and is not an employee of Customer. Customer will not provide fringe benefits, including health insurance, paid vacation, or other employee benefits, to BartenderGirl or its personnel.

## 8. CONFIDENTIALITY

BartenderGirl will protect proprietary information belonging to Customer and will not use or disclose such information except as reasonably necessary to perform the Services or as otherwise permitted by law. This provision survives termination of the Agreement.

## 9. INJURIES

BartenderGirl acknowledges its obligation to obtain appropriate insurance coverage for its business and personnel. Each party remains responsible for its own conduct and obligations under applicable law.

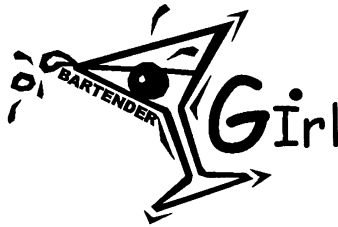
## 10. ENTIRE AGREEMENT

This Agreement, together with the applicable estimate, invoice, reservation confirmation, amendments, and incorporated policies, contains the parties' agreement concerning the Services and supersedes prior inconsistent promises or conditions, whether oral or written, except for terms expressly incorporated into the Agreement.

## 11. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions will continue in effect. If a provision can be limited to become lawful and enforceable, it shall be construed and enforced to the maximum extent permitted by law.





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## 12. INDEMNIFICATION

The parties' indemnification obligations are governed by the applicable contract and California law. Nothing in this provision is intended to require indemnification for conduct where such indemnification is prohibited by law.

## 13. LIABILITY & LIMITATIONS ON LIABILITY

Any limitation of liability stated in the customer's individual contract applies only to the extent permitted by applicable California law. Nothing in this Agreement is intended to waive liability that cannot lawfully be waived or limited.

## 14. APPLICABLE LAW

The laws of the State of California govern this Agreement, subject to applicable federal law and any mandatory consumer protections.

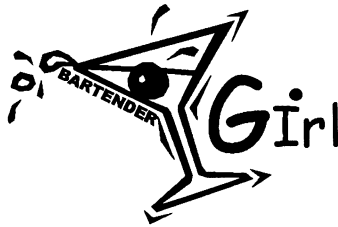
## 15. RENTAL POLICY

All rental charges are for the reserved rental period whether or not the full period is used. Responsibility for equipment remains with Customer from delivery until return. Missing, damaged, or broken items may result in replacement or repair charges to the extent permitted by the rental agreement and applicable law.

A damage waiver, if offered and purchased, applies only according to its stated terms and exclusions. Delivery, pickup, setup, teardown, and related charges are governed by the customer's rental estimate or invoice.

A deposit may be required to reserve staff services or rental items. The applicable deposit amount and payment terms are stated in the customer's estimate and/or invoice.





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## 16. PAYMENT AUTHORIZATION, NO-REFUND TERMS & DISPUTES

Customer authorizes BartenderGirl to process the agreed charges using the payment method authorized at reservation. Customer represents that the payment account is authorized for use.

The customer agrees to follow the cancellation and dispute procedures stated in this Agreement and the applicable contract. Nothing in this Agreement prohibits a customer from exercising a right that cannot lawfully be waived.

If a customer initiates a payment dispute or chargeback, BartenderGirl may seek reimbursement of actual, lawful costs associated with researching and responding to the dispute, including a stated administrative or chargeback amount only where permitted by applicable law, the customer's contract, and applicable payment-network rules.

DISPUTE RESEARCH FEE: \$150.00, where lawfully chargeable.

CREDIT-CARD CHARGEBACK FEE: \$125.00, where lawfully chargeable and recoverable.

BartenderGirl will not characterize a processor charge as a cancellation penalty when it is an actual, non-refundable payment-processing cost.

## 17. CHANGES TO SERVICES / OUTDOOR EVENTS

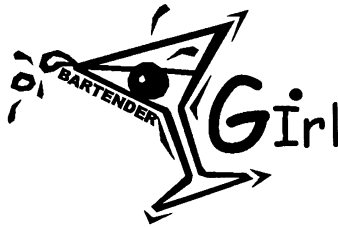
Changes to the scope of Services may cause an increase to the service fee or invoice. Proposed changes must be mutually agreed upon before additional costs are incurred.

For outdoor events, the customer is responsible for providing appropriate heating for staff stationed outdoors after 7:00 PM and appropriate cover for staff when required by the event conditions and stated contract terms.

## 18. DISPUTES & DISSATISFACTION WITH SERVICE

Customers are encouraged to notify event staff during the event or immediately upon completion when there is a service issue so BartenderGirl has an opportunity to address it promptly. Issues may include missing rentals, products, staffing concerns, or other service-related matters.





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BartenderGirl may request that complaints be communicated respectfully and without abusive or harassing language. Nothing in this section eliminates any rights or remedies available to a customer under applicable law.

## **19. EXTERNAL DISPUTE RESOLUTION**

The parties may attempt to resolve disputes directly before pursuing outside dispute-resolution resources. Customers may use the Better Business Bureau or another appropriate governmental, regulatory, or legal forum where applicable. Nothing in this Agreement requires a customer to use a particular forum where applicable law provides otherwise.

## **20. VERBAL ABUSE, HARASSMENT, ILLEGAL ACTIVITY & UNSAFE CONDITIONS**

BartenderGirl may refuse or stop Services when staff reasonably believe there is an unsafe condition, illegal activity, underage drinking, fighting, aggressive or abusive conduct, harassment, or another material threat to staff, guests, property, or legal compliance.

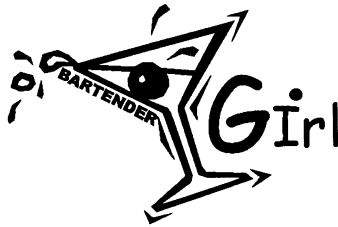
Where Services are stopped because of customer or guest conduct, the customer remains responsible for payment according to the applicable contract and applicable law. Alcohol-service decisions remain subject to California law and applicable alcohol-service requirements.

## **21. ALCOHOL-SERVICE CONDITIONS**

BartenderGirl staff will practice responsible alcohol service. Staff may request proof of legal age, refuse service to a person who appears intoxicated, and notify appropriate event or security personnel when intervention is reasonably necessary.

Alcohol-service procedures, permits, security requirements, identification procedures, and responsibility for alcohol are governed by the applicable event contract and California law. Open or unopened alcohol may not be returnable where prohibited by the applicable purchase, permit, or event terms.





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## 22. CUSTOMER ACKNOWLEDGMENT & ACCEPTANCE

By using BartenderGirl services, Customer acknowledges receipt of and acceptance of the applicable Agreement, estimate, invoice, reservation terms, and incorporated policies. Electronic acceptance, payment, reservation confirmation, or use of the Services may constitute acceptance to the extent permitted by applicable law.

Customer should review the individual contract for the exact deposit, cancellation fee, service scope, payment deadline, and event-specific terms.

## 23. CONTACT & ADDITIONAL INFORMATION

BartenderGirl.com  
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Reservation, rental or products information:  
<https://bartendergirl.com/reservation/content/1-delivery>

General agreement: <https://bartendergirl.com/legal/agreement.pdf>

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