

"Let the Good Times Roll"

# CHARLESTON CHEERS AGREEMENT

## Dave Auer & Allison A. Littlefield - Owners

## 603-387-6730 & 843.901.2111

charlestoncheers@gmail.com charlestoncheers.com

Event Date:	
Event Site:	
Event Address:	
Client's Name(s):	
Phone Number(s):	
Email Address(s):	
Estimated number of guests:	
Actual time of service (max. 5hrs.):	

Thank you so much for selecting *Charleston Cheers* to be a part of this event! We look soforward to working together. By signing this agreement and submitting the deposit, it is my understanding that you will retain *Charleston Cheers* as bar service for your event.

## Bar Package

Pkg Cost: Add. Bartender: Add. hour: Non-Alcoholic pkg: Remote Bar: SC Sales and use tax 9%: Grand Total: FINAL GUEST COUNT. Client must submit final guest count no later than **14 days in advance** for alcohol calculation and any special requests for us to coordinate alcohol purchase. Per **SC state laws** a mobile bar cannot acquire a liquor license. It is the client's responsibility to pay for the liquor directly. **Charleston Cheers** is a **service provider only but will order the alcohol (if requested), pick it up at a convenient location, deliver and serve it at the event.** 

- **1.** FINAL BALANCE. In the event the Client fails to pay balance by due date, **Charleston Cheers** may terminate contract and all work. Client will forfeit retainer paid.
- 2. DEPOSITS. All Deposits and payments are non-refundable. Final payment due 30 days prior to event.
- 3. DATE CHANGE. In the event that a date must be changed due to no fault of **Charleston Cheers**, the retainer may be transferred to a mutually agreeable date ONCE with no penalty. Date changes will be based on **Charleston Cheers** availability for the new date. Premium dates and holiday may incur additional charges.
- 4. VEHICLE. Charleston Cheers shall not be liable for any delay due to circumstances beyond its control.
- 5. CHANGE IN CONTRACT. Any changes to this document must be signed by both a **Charleston Cheers** representative and the Client.
- 6. SELECTIONS. Charleston Cheers will do their best to serve any local or special beer choices the client desires. The availability of beers is subject to the supply provided in the marketplace. If your beer choice is unavailable, Charleston Cheers will provide an equivalent that is available in the Charleston area.
- 7. ALCOHOL USE. Alcoholic beverages will not be permitted to be served to anyone under the legal drinking age. Anyone appearing to be under the legal drinking age, will be required to show proper identification, and should be communicated to all attendees prior to the Event. Anyone appearing to be intoxicated will not be served alcoholic beverages. Unless otherwise specifically provided in this Agreement or allowed by South Carolina law, no alcohol may be taken from the property. Client warrants to be responsible for the consumption of alcoholic beverages by his/her/ its guests and attendees at the Event. Client acknowledges and agrees that Charleston Cheers (CC) may refuse service to any guest or attendee at its discretion, and may discontinue service to all guests and attendees in the event of violation of any local, state, or federal law.
- 8. PHOTO RELEASE. Client grants permission to Charleston Cheers (CC) to use images from Client's Event to promote CC's business, including but not limited to, use on CC's website, social media and print marketing materials. Client waives any right to payment, royalties or any other consideration for the use of the images. Client waives the right to inspect or approve the finished product, including written or electronic copy, wherein Client's likeness appears. CC is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, his/her heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client's estates have or may have by reason of this authorization.
- 9. SHOTS. In following the laws and insurance restrictions of the State of South Carolina, **Charleston Cheers** will not serve any liquor shots or any perceived version of shots.

11. INSURANCE. **Charleston Cheers LLC** is fully insured with General and Liquor Liability Insurance.

- 12. SPIRITS. For Pony-up" full liquor bar service", a maximum of 6 spirits may be selected. Most mixers and garnishes are included for this package. Step Up pkg. for Signature drink(s) only.
- 13. Water Table Service is not included or tables and linens for remote bars.
- 14. HIRED VENDOR SERVICE. **Charleston Cheers** does not serve any alcoholic beverages to hired vendors without client's permission.
- 15. CREDIT CARD FEE. If you pay by credit card there is a 3.5% fee.
- 16. HOSPITALITY TAX. All events carry a 2% SC Hospitality tax which **Charleston Cheers** includes in the package pricing. The South Carolina 9% sales and use tax is not included.
- 17. LOCATION. The parties hereto agree that this contract was entered into in Charleston, South Carolina for services to be provided in South Carolina and shall be interpreted pursuant to the laws of South Carolina. The parties further agree that any action based on this contract shall be arbitrated in Charleston, South Carolina vicinity.
- 18. ALCOHOL PURCHASING. Client pays for and owns ALL alcohol. At the end of the event the client will be responsible for taking their alcohol which they may keep and/or any unopened alcohol in their original containers purchased at Total Wine may be returned for a refund. Any Kegs ordered will be returned by Charleston Cheers. No alcohol is included in the packages.
- 19. EXTENDED DAY-OF HOURS. Should the client wish to extend at the event an additional hour there will be a \$300 charge. (Not available past 5hrs of service).
- 20. Should the client choose to have a remote/2<sup>nd</sup> bar there is an additional charge. (Not included).
- 21. Bar Service not to exceed 5hrs and service to end no later than 11pm.

#### Fees & Payment Schedules:

Client will pay <u>\$</u> by credit card, personal check, BofA Zelle transfer, Venmo @charleston-cheers or cash only). If you use a credit card, there is a 3.5% processing fee. It is your responsibility to keep track of monies due. Please refer to this agreement for due dates of payments. A confirmation will be sent upon each transacted deposit. \*Late fee of 20% if paid after due date\*

#### Payments will be made as follows:

- A non-refundable deposit of 50% payment is due upon signing of agreement of <u>\$\_\_\_\_\_</u>to secure date.

- The balance due of <u>\$</u> is due 30 days prior to the event.

If necessary, you can mail deposits or any correspondence to:

Mr. Dave Auer

524 Dean Hall Ct.

Mount Pleasant, SC 29464

#### Checks may be written out to:

Charleston Cheers, LLC

#### **Term/Termination:**

This agreement will terminate automatically upon completion of the above services required or on the day following the event.

### Cheers! We look forward to making your event memorable and enjoyable!

Dave Auer or Allison Littlefield's Signature:

Date:

Person responsible for Agreement Signature:

\_\_\_\_\_Date:\_\_\_\_\_

Print name:

## IF PAYING BY CARD:

Credit Card Number:
Exp. Date:
<i>CVV</i> :
Name on Card:
Billing Address: