SERVICES AGREEMENT & RELEASE OF LIABILITY

This agreement (the “**Contract**”) is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between PROUD to SERVE Beverage Catering Service Inc. (“**PROUD to SERVE**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Client**”).

**VENUE ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EVENT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ESTIMATED # OF GUESTS: \_\_\_\_\_\_\_**

**GUARANTEED # OF GUESTS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Proud to Serve agrees to provide all beverage requirements for the Client as laid out on the attached Event Order, which “**Event Order”** shall be incorporated herein.
2. The Client declares and agrees that:
   1. **I am hosting an event that provides the service of alcohol and I am not under 18 years of age or otherwise disqualified from hosting such an event:** 
      1. **My event is held at a private residence or private enclosed area of a premises used for the purpose of conducting a business or an institutional activity as defined by the *Liquor & Gaming Control Act* and, is not licensed to serve alcohol. I agree and understand that Proud to Serve will supply alcohol for service at my event to persons using the premises and their invited guests only. No alcohol will be sold or purchased at my event and I agree to reimburse Proud to Serve for the cost and delivery of the alcohol; \_\_\_\_\_**

**OR**

* + 1. **My event is held at a public hall, banquet room or other place approved for public gatherings and I am solely responsible to obtain, purchase and display a “Social Occasion Permit” from the Liquor and Gaming Authority of Manitoba and to order and provide all alcohol for service at my event. I agree and understand that Proud to Serve will supply alcohol for service at my event to persons using the premises and their invited guests only; \_\_\_\_\_**

**OR**

* + 1. **My event is held at a public hall, banquet room or other place approved for public gatherings and I am solely responsible to obtain, purchase and display a “Social Occasion Permit” from the Liquor and Gaming Authority of Manitoba. I understand and agree that alcohol may only be sold and served within the hours and under the conditions as specified in the *Liquor & Gaming Control Act* under the class of license held and that uniform pricing will be maintained at $2.25 as an important responsible service and consumption measure for liquor service licensees. I further understand and agree to order and provide all alcohol for sale (when permitted by the license held) and service at my event and that Proud to Serve will maintain a “Cash Bar” at my event and provide proceeds of alcohol sales to me. \_\_\_\_\_**

* + 1. **The Client understands and agrees that they are solely responsible and liable for the behavior and conduct of their guests and further understands and agrees that Proud to Serve will not tolerate any level of verbal or physical abuse to any of its staff and reserves the right to terminate all service of the contract in the event the client is unable or unwilling to remove an offending guest;**
    2. **The Client understands and agrees that Proud to Serve will comply with the regulations of the Liquor and Gaming Authority of Manitoba and will refuse service of alcohol to guests who appear to be intoxicated;**
    3. **The Client understands and agrees that Proud to Serve reserves the right to withhold all service of alcohol in the event that any of their guests including those who may be denied alcohol becomes abusive or threatening until the offending guest is removed from the event; and,**
    4. **The Client understands and agrees that they are solely responsible to ensure safe transport from their event for all of their guests and agrees to release Proud to Serve Beverage from any liability for damages in the event that any of their guests drives after consuming alcohol at their event.**
  1. **I am hosting an event that provides the service of non-alcoholic beverages only; \_\_\_\_\_ and** 
     1. **The Client understands and agrees that they are solely responsible and liable for the behavior and conduct of their guests and agrees that Proud to Serve will not tolerate any level of verbal or physical abuse to any of its staff and reserves the right to terminate all service of the contract in the event the client is unable or unwilling to remove an offending guest.**

1. LIMITATION OF LIABILITY/RELEASE/INDEMNITY: **Proud to Serve and any and all of Proud to Serve's employees, directors, officers, agents, sub-contractors, representatives, successors and assigns (collectively referred to as, the "Released Parties") shall not be responsible for any injury, death, damage or loss that the Client or any of the Client's directors, officers, employees, guests, attendees, invitees, agents, representatives, successors or assigns (collectively referred to as, the "Indemnifiers") has or may sustain as a result of the services provided under this Contract and/or any activities associated with such services, including without limitation, any damage to real property, any damage to the personal property of the Indemnifiers or any physical injury sustained by the Indemnifiers during the provision of such services, unless caused by the gross negligence of the Released Parties. The Client hereby waives, releases and forever discharges any and all claims or actions that the Customer may now or in the future have against Proud to Serve with respect to any such injury, death, damage or loss. The Client hereby indemnifies the Released Parties against all claims and actions (including any monies or other amounts owed as a result of such claims and actions) that may be brought against the Released Parties by or on behalf of any of the Indemnifiers or any third party in respect of or arising out of the provision of the services under this Contract and any activities associated with respect to such services.**
2. DEPOSIT, ESTIMATE, PAYMENT & GUARANTEE:
   1. **The Client agrees to provide an *estimated* number of expected guests and a security deposit in the form of cash, cheque, Visa/MasterCard or email transfer of 25% of the estimated net cost of the event at the time of booking in order to preserve the date of their event.**
   2. **The Client agrees to provide a *guaranteed* number of expected guests as well as an additional deposit in the form of cash, cheque, Visa/MasterCard or email transfer of 25% (for a total deposit of 50%) of the estimated net cost of the event no less than 5 business days prior to their event. Once received, the entire 50% deposit is non-refundable; and**
   3. **The Client understands and agrees that any remaining balance including all applicable taxes and gratuities will be due immediately at the end of their event. The Client further understands that 10% interest will accrue immediately on a monthly basis on all overdue balances.**
3. The Client understands and agrees that the quoted price for services is an estimate and additional costs may be incurred due to additional guests, mix, alcohol or any other unforeseen expenditure.
4. Any remaining alcohol purchased specifically for an event will be returned to the Client (opened or unopened) and it is the exclusive responsibility of the Client to return any unopened bottles to the Liquormart (or other provider) for any eligible refunds.
5. This contract contains the entire agreement between the parties hereto. All other agreements, oral or written, are hereby superseded and incorporated herein. No variations, modifications or changes herein or hereby shall be binding upon any party unless set forth in a document duly executed by or on behalf of each party.
6. This contract may be signed in one or more counterparts, either originally or by way of email or facsimile transmission (each of which will be deemed to be an original), all of which together will constitute one and the same document.
7. Termination in whole or part of this contract must be done in writing or other applicable counterpart and any relevant refunds will be determined based on costs incurred by Proud to Serve and amount of notice provided by the Client.
8. The Client is responsible to obtain any applicable insurance required for personal and property coverage during their event.
9. By signing this agreement, the Client acknowledges and accepts the terms and conditions.



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Witness Signature Date