**JWS Beverage Catering & Rentals LLC**

**Event Contract**

Name/Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preferred Method of Contact: Call / Text / Email

Date of Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expected # of Guests \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venue Name / Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venue Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venue Contact Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initial Deposit $250.00 Date Paid \_\_\_\_\_\_\_\_** (Minimum $250 to secure event date)

**50% First Payment $ \_\_\_\_\_\_\_ Date Due \_\_\_\_\_\_\_\_\_** (50% of est. event total – deposit) (Due 1 month prior to event date)

**Balance Remaining $ \_\_\_\_\_\_\_\_\_ Date Due \_\_\_\_\_\_\_\_** (Balance due upon set up and delivery on date of event)

\*Please note, your 50% deposit and balance cannot be determined and set in contract until all service, product and equipment choices have been finalized. Estimates submitted to contracted signee by JWS Beverage Catering & Rentals, LLC and communication between JWS and contracted signee are legally binding within the terms set within this contract

\*Please note, your event date is not secured until deposit and contract are received by JWS

**I, \_\_\_\_\_\_, have read and understand and agree to the SERVICE AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the INSURANCE, LICENSING AND LIABILITY AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the LOSS, DAMAGE, AND NEGLECT AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the PRODUCT, SERVICE & EQUIPMENT USAGE AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the UNUSED PRODUCT AGREEMENT**

**I, \_\_\_\_\_\_, have read and understand and agree to the PAYMENT AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the INSUFFICIENT FUND/PAYMENT DENIAL AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the PHOTGRAPHY AND ADVERTISEMENT AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the CANCELLATION AGREEMENT.**

**I, \_\_\_\_\_\_, have read and understand and agree to the REFUSE AGREEMENT.**

**Sign** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Thank You for Choosing***

***JWS Beverage Catering & Rentals LLC***

***For your event!***

***(920) 379-3901***

***392 Leeds Ct, Nekoosa WI 54457***

[***www.jwsbevcat.com***](http://www.jwsbevcat.com)

[***jwsbevcat@yahoo.com***](mailto:jwsbevcat@yahoo.com)

***www.facebook.com/jwsbevcat***

***JWS Beverage Catering & Rentals LLC***

**CONTRACT FOR SERVICES – TERMS AND AGREEMENTS**

**SERVICE AGREEMENT**

JWS Beverage Catering & Rentals, LLC agrees to provide the contracted or “estimated” services agreed upon with contract signee upon the date of signing. The signee acknowledges that contracted services do not need to be finalized until approximately 2 months prior to contracted event date except in instances where other equipment may be requested by other contracting parties. JWS gives first choice of equipment and services to first contracting party. Signee acknowledges that if an equipment or service choice cannot be chosen at time of contact by JWS that they may lose out on equipment/service options if then claimed by the next contracting party.

JWS Beverage Catering & Rentals, LLC agrees to provide the contracted service outlined within the agreed upon estimate approved by contract signee and shall do so while complying with the policies, standards, and regulations of the client as well as of local, state, and federal laws and to the best of their ability.

JWS Beverage Catering & Rentals, LLC reserves the right to make adjustment to individual and package pricing at any time. Signee acknowledges that prices are subject to change by JWS Beverage Catering & Rentals, LLC and acknowledges that any estimates given, and their totals are subject to change based upon such pricing changes.

**INSURANCE, LICENSING AND LIABILITY AGREEMENT**

JWS Beverage Catering & Rentals, LLC agrees to hold and maintain the appropriate and local, state, and federal required licensing and insurance and to operate within the terms of those licenses and insurance to the best of their ability and as required by local, state, and federal laws. Contracted signee recognizes that JWS Beverage Catering & Rentals, LLC is not to be held liable for any such occurrences that are outside of their immediate control such as natural and unintentional disasters and accidents. JWS Beverage Catering & Rentals, LLC can and will be held liable for any occurrences within their immediate control and within the terms of their licensing and insurance. JWS Beverage Catering & Rentals, LLC maintains a liability insurance and can only be held responsible within its terms and policies. Contracted signee acknowledges such limitations and accepts liability for all other occurrences outside of those stated within the insurance liability and licensing held by JWS Beverage Catering & Rentals, LLC.

**LOSS, DAMAGE, AND NEGLECT AGREEMENT**

JWS Beverage Catering & Rentals, LLC requires that contracted signee accept full responsibility for the actions of themselves and their party or other on-site vendors that may result in the intentional or unintentional loss, damage, and cost associated with any such theft, damage, neglect, and loss to any of JWS Beverage Catering & Rentals, LLC products, equipment, and services.

Contracted signee acknowledges that no individual may enter an area occupied by JWS Beverage Catering & Rentals, LLC or conduct the use of any JWS product within said area. Failure to comply could result in additional charges as set forth by JWS Beverage Catering & Rentals, LLC as per fitting of use/theft of items owned by and used within the JWS Beverage Catering & Rentals, LLC area.

Contracted signee agrees to make payment in full to JWS Beverage Catering & Rentals, LLC to rectify any damage to equipment or loss of business because of any such intentional or unintentional damage, loss, or theft by both personal and natural disasters and accidents. Payments for any such loss, damage, and neglect shall be made within 30 days of notice from JWS Beverage Catering & Rentals, LLC. JWS Beverage Catering & Rentals, LLC reserves the right to seek any such appropriate legal action against contracted signee for failure to pay within the terms set above.

**PRODUCT, SERVICE & EQUIPMENT USAGE AGREEMENT**

The contracted signee agrees to adhere within the usage requirements as set forth by JWS Beverage Catering & Rentals, LLC by both written and verbal communication. Please see Loss, Damage, and Neglect Agreement.

The contracted signee acknowledges that it is against JWS Beverage Catering & Rentals, LLC policies to have any other individual outside of JWS Personnel or other direct competitor to utilize JWS products, services, or equipment in any capacity. JWS Beverage Catering & Rentals, LLC reserves the right to remove all products and equipment upon immediate discovery of such violation by contracted signee or member of their party. Contracted signee acknowledges that any contracted and agreed upon terms within estimates or contract will be immediately forfeited and that payment as agreed upon within estimates or contract will still be the responsibility of the contracted signee within the terms set forth. Please see Payment Agreement and Loss, Damage, and Neglect Agreement.

Contracted signee acknowledges that products and equipment cannot be removed in any capacity from the contracted location or by any uncontracted individual except within the contracted terms of the separate Trailer Rental Agreement. JWS Beverage Catering & Rentals, LLC reserves the right to remove all products and equipment upon immediate discovery of such violation by contracted signee or member of their party. Contracted signee acknowledges that any contracted and agreed upon terms within estimates or contract will be immediately forfeited and that payment as agreed upon within estimates or contract will still be the responsibility of the contracted signee within the terms set forth. Please see Payment Agreement and Loss, Damage, and Neglect Agreement.

**UNUSED PRODUCT AGREEMENT**

Contracted signee acknowledges that it is against JWS Beverage Catering & Rentals, LLC policies and against state and federal law to purchase any unused product back after agreement, sale, payment, and use has occurred. It is the responsibility of the contracted signee to disperse and properly transport and care for any unused product paid for to JWS and left in their care.

Contracted signee acknowledges that it is against JWS Beverage Catering & Rentals, LLC policies and against state and federal law to purchase any unused or untapped kegged barrels back after agreement, sale, payment, and use has occurred. Any unused and untapped kegged barrels will be removed from contracted location immediately following the end of contracted service time It is against JWS policies to leave any unused and untapped kegged barrels for later use by contracted signee.

**PAYMENT AGREEMENT**

The contracted signee agrees to pay JWS Beverage Catering & Rentals, LLC the agreed upon amount as outlined in the estimate or contract. They acknowledge that they are able to make adjustments as needed to estimates given and as approved by JWS within reason. The contracted signee acknowledges that changes made to estimates or to the original contracted amount will then change to reflect the cost associated with those changes. They acknowledge that some changes may not be able to be accommodated within reason by JWS and that JWS has the right to deem the appropriateness of those changes. JWS reserves the right to refuse changes to original contracted amounts or agreed upon estimates when a loss in revenue or business to JWS would be incurred by such requested change. The contracted signee acknowledges that requested changes to contracted services or agreed upon

estimates could still be accommodated but at the original/higher cost quoted when the requested change would incur such costs to JWS.

The contracted signee has paid the initial deposit and agrees to pay JWS as required within their policies. JWS Beverage Catering & Rentals, LLC policies state that a $250 deposit paid to JWS Beverage Catering & Rentals, LLC in cash or check only shall be made for the contracted date set and agreed upon by contracted signee and JWS is placed. The contract must be signed and placed with deposit. The first payment of one half of the estimated event service total minus the initial deposit must be paid in full at a date no later than one calendar month prior to contracted event date. That payment must be paid in cash or check. Credit cards payments are accepted by JWS using the Square Card system and accepted within the Square Card system terms and policies. The contracted signee acknowledges that an additional charge not to exceed the terms set by the Square Card system will be incurred in addition to the original contracted payment amount. Final Payment shall be made in full upon set up and delivery of products and services rendered by JWS. Contracted signee acknowledges that in some instances as agreed upon and set by contracted signee and JWS a final payment amount cannot be calculated until 1) all choices have been finalized and agreed upon by contracted signee and JWS 2) open ended products, services and quantities cannot be calculated until the close of services on contracted event date and are done so as agreed upon by contracted signee and JWS. In such instances payment is acceptable at a time no later than breakdown at end of contracted service time on contracted service date. That payment must be paid in cash or check. Credit cards payments are accepted by JWS using the Square Card system and accepted within the Square Card system terms and policies. The contracted signee acknowledges that an additional charge not to exceed the terms set by the Square Card system will be incurred in addition to the original contracted payment amount. If final payment for products and services rendered by JWS Beverage Catering & Rentals, LLC is not paid in full by contracted signee as agreed upon with the policies set above, a monthly charge of $100 will be charged and accumulated upon original balance amount until such a time as payment is made in full. JWS Beverage Catering & Rentals, LLC reserves the right to seek any such appropriate legal action against contracted signee for failure to pay within the terms set above.

**INSUFFICIENT FUND/PAYMENT DENIAL AGREEMENT**

Any Insufficient Fund/Bounced check or denied credit card payments will be returned to contracted signee. Contracted signee acknowledges that they will be charged any fees incurred by the banking institution to JWS for such occurrences. The original payment amount plus any incurred charges must be rectified and paid in full within 2 weeks of notice date by JWS to the contracted signee. Failure to rectify payment in full within 2 weeks of notice of denial date will result in termination of contract, services and products as agreed upon within contract or estimates given by JWS to contracted signee as well as a forfeiture of any deposits or previously made payments by contracted signee to JWS Beverage Catering & Rentals, LLC. If denied payments are not rectified by contracted signee within 2 weeks of notice date and a loss of business or revenue is incurred by loss of payment for products and services rendered by JWS Beverage Catering & Rentals, LLC as agreed upon with the policies set above, a monthly charge of $100 will be charged and accumulated upon original payment amount plus banking charges incurred by JWS until such a time as payment is made in full. JWS Beverage Catering & Rentals, LLC reserves the right to seek any such appropriate legal action against contracted signee for failure to pay within the terms set above.

**PHOTGRAPHY AND ADVERTISEMENT AGREEMENT**

Contracted signee acknowledges that JWS Beverage Catering & Rentals, LLC reserves the right to within reason and without interference to event actions take photographs of surrounding venue/location/setting as pertaining to JWS set up and the immediate JWS set up area including but not limiting any equipment and products owned by JWS. Contracted signee acknowledges the right of JWS Beverage Catering, LLC to use these photographs for any business appropriate manner including but not limited to advertising within any form.

**CANCELLATION AGREEMENT**

Contracted signee acknowledges that in the event a cancellation or reschedule should occur to the contracted event for any reason, the entire deposit and any payments made towards the estimated total as set within the contract or estimates will be forfeited. Cancellation or reschedule within 1 month of contracted event date will result in the loss of any payments or deposits made towards the contracted date and payment for remaining contracted or estimates will be the contracted signee’s responsibility to pay in full by the date of the contracted event. Please see Payment Agreement and Insufficient Fund/Payment Denial Agreement.

**REFUSE AGREEMENT**

Contracted signee acknowledges that it is their responsibility to provide adequate garbage and recycling receptacles for JWS Beverage Catering & Rentals, LLC use. It is the responsibility of the contracted signee to properly dispose of any such refuse at the end of the contracted service by JWS and it is against JWS policies to transfer or remove any such refuse at end of contracted service time.