

APPENDIX II

BARTENDING SERVICES

Sample Document Only

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this ____ day of _____, 20__ between _____ Chapter of Phi Delta Theta Fraternity (“PDT”), a non-profit association, and _____ (“Contractor”).

1. Duties.

- A. Contractor is hereby engaged to provide the following bartending services during the PDT function described on Exhibit A to this Agreement: (1) follow measures to ensure that only persons of legal drinking age are served alcoholic beverages; (2) exercise discretion in serving alcoholic beverages to PDT members and guests and refuse to serve alcoholic beverage to any PDT member or guest if the Contractor believes that such PDT member or guest is acting in a manner that could be detrimental to either the member or guest, PDT or other persons; and (3) comply with the Rules (as defined below).
- B. Contractor warrants and represents that all bartenders provided by Contractor: (1) are TIPS certified; (2) are familiar with all state, local, university and Phi Delta Theta Fraternity laws, regulations, policies and guidelines (including any campus “BYOB” policy) applicable to the serving of alcohol at the PDT function (the “Rules”); (3) will perform their duties in accordance with the Rules; and (4) will not consume or use illegal substances or alcoholic beverages while performing their duties.
- C. Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of PDT, it being intended that contractor is an independent contractor solely responsible for the actions of Contractor and Contractor’s employees and agents.

2. Compensation. Contractor will be paid upon a per-job basis in accordance with Exhibit A and will solely responsible for paying Contractor’s employees and agents.

3. Indemnification/Insurance. The Contractor shall indemnify and hold harmless PDT, Phi Delta Theta Fraternity and their members, officers and agents from liability for any claim arising out of injuries or damages caused by any act or omission of the Contractors or Contractor’s employees or agents. Contractor shall be required to carry liability insurance and provide a certificate of insurance unless waived in writing. With respect to any other insurance coverage which may be available to PDT, Contractor’s insurance shall be primary and not contributory or excess.

- 4. **Miscellaneous.** This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

IN WITNESS WHEREOF, PDT and Contractor have signed this Agreement to be effective as of the date set forth above.

Chapter of Phi Delta Theta Fraternity

By _____

Title _____

Contractor

By _____

Title _____

EXHIBIT A

BARTENDING SERVICES

Sample Document Only

1. PDT function

Date: _____

Place: _____

Hours: _____

Description: _____

2. Compensation

No. of bartenders: _____

Hourly rate or other fee: _____

Payment terms: _____
