

FREE EXCERPT

MOBILE BAR CONTRACT GUIDE

SAMPLE EXCERPT — NOT A USABLE CONTRACT

A free excerpt from the Mobile Bar Rental Agreement sample. What a mobile bar agreement has to cover, two clauses in full, and the five most owners are missing.

Free

NO CARD NEEDED

2

CLAUSES IN FULL

34

IN THE FULL SAMPLE

Any

STATE — ADAPT LOCALLY

WHAT IS INSIDE

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| 01 | What this excerpt is, and is not | 02 | What a mobile bar agreement must cover |
| 03 | Every clause in the full sample | 04 | Clause 3 — refund schedule, in full |
| 05 | Clause 17 — alcohol service, in full | 06 | The five clauses most owners are missing |
| 07 | What the full sample adds | — | Educational sample — not legal advice |

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WHAT THIS SAMPLE IS, AND WHAT IT ISN'T

This contract sample is an educational planning resource. It is **not** a legal opinion, an alcohol-law opinion, a tax strategy, an insurance recommendation, or a guarantee of regulatory approval or business results. It has not been drafted for your business, your county, your venue rules or your service model.

ATTORNEY REVIEW REQUIRED

Have **an attorney licensed in your state** who understands mobile alcohol service review and adapt this document before you use it with a paying client. Clauses that are enforceable in one state, county or service model may be unenforceable — or illegal — in another.

LOCAL RULES CONTROL

Alcohol, licensing, health, fire, zoning, transportation, insurance and special-event requirements vary by jurisdiction and by operating model. Confirm current requirements directly with the authorities and qualified professionals responsible for your business — their answers govern, not ours.

YOU OWN THE INPUTS

Fees, deposits, refund windows, cleaning charges, clearance dimensions and delivery windows in this sample are **illustrative**. Replace every one of them with numbers you can defend from your own pricing, insurance and operating reality before an attorney reviews it.

You may adapt this sample for use in your own business. You may not reproduce, resell, teach or repackage it. The **SAMPLE** watermark appears on every page of this document by design — remove it only after your attorney has approved your adapted version for use.

READ THIS FIRST

THE CLAUSES THAT DECIDE WHO PAYS WHEN SOMETHING GOES WRONG

This is a free excerpt from our Mobile Bar Rental Agreement sample. It is not a usable contract – it is enough of one that you can judge whether the full sample is worth buying, and enough that you know what your own agreement is missing.

WHAT IS IN HERE

- ▶ What a mobile bar agreement has to cover, and why each part exists.
- ▶ The complete clause list from the paid sample, so you can audit your own contract against it.
- ▶ Two clauses reproduced in full – the refund schedule and alcohol service – so you can see how they are written.
- ▶ The five clauses most mobile bar owners are missing.
- ▶ What the full sample adds, if you decide you want it.

WHAT IS NOT IN HERE

The other thirty-two clauses, the fill-in client and event sections, the signature blocks, and the adaptation guidance that tells you what to change before an attorney sees it. Those are in the full sample.

THIS IS STATE-NEUTRAL ON PURPOSE

Alcohol service law, contract enforceability and liability rules differ by state. Nothing here is drafted for your state, your county or your service model, and no sample can be. Governing law, venue and arbitration appear as blanks you complete with an attorney licensed where you operate.

SAMPLE DOCUMENT

Educational sample. Not legal advice. Have any agreement reviewed by an attorney licensed in the state where you operate before you use it with a paying client.

THE STRUCTURE

WHAT A MOBILE BAR AGREEMENT HAS TO COVER

FOUR JOBS, IN ORDER

A working agreement does four things: it identifies who is party to it and what event it covers, it fixes the money, it allocates risk, and it says what happens when something goes wrong. Most homemade mobile bar contracts do the first two and skip the second two — which is exactly backwards, because the first two rarely cause disputes.

1 WHO AND WHAT

- ▶ Parties, with your entity named and the state it was formed in.
- ▶ Client details, including who is paying and who to contact on the day.
- ▶ Event details: date, service window, arrival and teardown times, venue and exact service location.
- ▶ Guest count, and a written deadline for the final count.
- ▶ The equipment and services being provided, described specifically enough to prove later.

2 THE MONEY

- ▶ Fees, deposit, what portion is non-refundable, and when the balance is due.
- ▶ A refund schedule tied to how far out a cancellation happens.
- ▶ Rescheduling, and whether payments transfer.
- ▶ Additional charges: extra hours, cleaning, damage, returned payments, applicable taxes.
- ▶ Who is responsible for permits and any venue fee.

THE STRUCTURE, CONTINUED

RISK, AND WHAT HAPPENS WHEN IT GOES WRONG

3 THE RISK

- ▶ Alcohol service rules your staff will follow, and your right to refuse service.
- ▶ Dram shop or alcohol-liability acknowledgment for your state.
- ▶ Indemnification, and a limit on your liability.
- ▶ Insurance, including anything the venue requires of the client.
- ▶ Site conditions the client is warranting: access, power, water, surface, clearance.

4 WHAT HAPPENS WHEN IT GOES WRONG

- ▶ Weather, safety and force majeure – and who decides, by when.
- ▶ Termination, and what happens to money already paid.
- ▶ Dispute resolution, governing law and venue.
- ▶ Notices, severability, waiver and the entire-agreement clause.

THE PAID SAMPLE

EVERY CLAUSE IN THE FULL SAMPLE

AUDIT YOUR OWN CONTRACT AGAINST THIS

The full sample runs thirty-four numbered clauses plus fill-in client and event sections and signature blocks. Read the list and mark what your current agreement does not have.

- 1–4 Term · Damage deposit · Refund of monies paid · Payment authorization
- 5–8 Location of equipment · Delivery and pickup · Care of equipment · Restrictions on use
- 9– Behavior · Inclement weather and force majeure · Repair and alterations · Loss or damage
12
- 13– Condition of equipment · Return of equipment · Access to venue and power supply · Vehicle parking
16
- 17 Bartending services and alcohol service — the longest clause in the document
- 18– Dram shop and alcohol-liability notice · Sales and rental tax · Special event permits and compliance
20
- 21– Photo and video release · Ownership of equipment · Indemnification and liability · Insurance
24
- 25– Termination · Waiver · Severability · Entire agreement
28
- 29– Assignment · Dispute resolution · Governing law and venue · Attorney's fees
32
- 33– Notices · Headings
34

PLUS THE PARTS THAT ARE NOT CLAUSES

- ▶ Client, event and equipment details as fill-in fields.
- ▶ Four client initial points on the highest-risk terms.
- ▶ Signature blocks with an effective-date line.

SAMPLE DOCUMENT

Clause numbering in the full sample. Your attorney may add, remove or renumber clauses for your state and service model.

SAMPLE CLAUSE

CLAUSE 3 – REFUND OF MONIES PAID

Reproduced exactly as it appears in the full sample, so you can judge the writing rather than take our word for it.

3 REFUND OF MONIES PAID

A full (100%) refund is available only if Client cancels more than one hundred twenty (120) days prior to the Rental Date for any and all event rentals. If Client cancels less than one hundred twenty (120) days but more than ninety (90) days prior to the Rental Date, Client shall be refunded seventy-five percent (75%) of monies paid. If Client cancels within ninety (90) days of the Rental Date, Client shall be refunded fifty percent (50%) of monies paid. If Client cancels within sixty (60) days or less of the Rental Date, Client shall not be entitled to any refund of monies paid to that date.

Company understands that circumstances change and will make every reasonable effort to accommodate a rescheduled event date. However, Company cannot guarantee availability and reserves the right to enforce this refund clause.

CLIENT INITIALS – REFUND POLICY _____

WHY IT IS WRITTEN THIS WAY

The schedule steps down rather than switching from full refund to nothing, because a graduated schedule is easier to defend as a reasonable estimate of your actual loss. The second paragraph matters as much as the first: it gives you room to be generous about rescheduling without giving up the right to enforce the terms.

The percentages and windows in the sample are illustrative. Yours should come from your own booking calendar – how far ahead you book, and how likely you are to refill a cancelled date.

SAMPLE DOCUMENT

Whether a refund schedule of this shape is enforceable as written depends on your state. This is the clause to raise with your attorney first.

SAMPLE CLAUSE

CLAUSE 17 – ALCOHOL SERVICE

The highest-risk clause in any mobile bar agreement. The numbered service rules below are reproduced from the full sample.

17 BARTENDING SERVICES AND ALCOHOL SERVICE

Company's contracted bartenders are instructed to operate in full compliance with all applicable state and local alcoholic beverage laws and regulations, including the following:

- 1 No alcohol will be served to any person under the age of twenty-one (21), or who appears to be under twenty-one (21) and cannot provide valid government-issued identification.
- 2 It is a violation of law to sell, serve or supply alcohol to any person under the age of twenty-one (21). If Company suspects that any person is providing alcohol to a minor, service to that person will be withdrawn immediately.
- 3 Company will not serve any person who appears to be intoxicated, or who is abusive or threatening to Company staff, other guests or Client.
- 4 Client acknowledges that it is Client's responsibility to ensure that the event venue holds the appropriate license or permit for the service of alcohol, if required under applicable state or local law.
- 5 Client agrees to indemnify and hold harmless Company from any liability arising from the unlawful service of alcohol at the event, including any claims arising under any applicable dram shop or alcohol-liability statute.

CLIENT INITIALS – ALCOHOL POLICY _____

SAMPLE DOCUMENT

Do not adapt alcohol clauses without an attorney licensed where you operate. Alcohol law is the most state-specific area of this business.

AUDIT

THE FIVE CLAUSES MOST OWNERS ARE MISSING

1 A SITE CONDITIONS WARRANTY

Most homemade agreements say nothing about access, power, water, surface or clearance — so when the trailer cannot physically reach the spot, or the only outlet is shared with the band, it becomes your problem and your refund. The full sample makes the client responsible for the conditions they represented.

2 A NAMED EVENT-DAY DECISION MAKER

Without one, you spend the evening trying to reach a couple who are getting married, or a corporate host who has gone home. The agreement should name a person with authority to approve anything that costs money.

3 A WEATHER DECISION DEADLINE

Not just “weather is not our fault” — a stated number of hours before service, and a named person who makes the call. Otherwise you are negotiating at five in the morning with someone who is already stressed.

4 THE RIGHT TO REFUSE AND TO END SERVICE

Your staff need to be able to cut someone off, and you need to be able to stop service and leave if the environment becomes unsafe — with the client having agreed to that in advance, in writing, rather than arguing about it during the event.

5 A LIMITATION OF LIABILITY

Indemnification without a liability cap leaves your exposure open-ended. The full sample pairs the indemnity with a limit, and both survive termination of the agreement.

IF YOU WANT THE REST

WHAT THE FULL SAMPLE ADDS

THE MOBILE BAR RENTAL AGREEMENT SAMPLE

- ▶ All thirty-four clauses in full, state-neutral, with blanks for your state and county.
- ▶ Fill-in client, event and equipment sections formatted for paper or e-signature.
- ▶ Four client initial points positioned on the highest-risk terms.
- ▶ Signature blocks with an effective-date line.
- ▶ A “how to adapt this” page: what to replace before an attorney sees it, and the specific questions to ask them – including whether your refund schedule is enforceable in your state and what your dram shop exposure actually is.
- ▶ SAMPLE watermarked on every page, so you cannot accidentally hand a client an unreviewed draft.

AND IF YOU ARE BUILDING THE BUSINESS, NOT JUST THE CONTRACT

The Mobile Bar Business Course covers the nine areas this contract touches: entity and insurance, alcohol licensing and compliance, the unit and equipment, menus and draft service, pricing and packaging, private and corporate events, marketing, launch and operations, and the business plan.

ONE LAST THING

Whatever you use – ours, a competitor’s, or something you write yourself – have an attorney licensed in your state read it before a client signs it. A contract you have not had reviewed is a contract that has never been tested, and the first time it gets tested is the worst possible time to find out.

SAMPLE DOCUMENT

Educational sample. Not legal advice. mobilebusinessbuilders.com