

DRAGONFLY COCKTAILS & SPIRITS CONTRACT~ LEGAL & PAYMENT TERMS

Legal & Payment Terms:

PAYMENT TERMS

- Once all changes and or all adjustments have been made and you are satisfied with the quote, you will need to accept the quote. **Once the quote is ACCEPTED it is an on-line agreement to terms and a 50% DEPOSIT needs to be made to reserve date, staff, and any materials.**
- Changes and adjustments can be made up to 14 days prior to the event.
- The deposit is non-refundable
- The remaining 50% of the total will need to be paid on or before 30 days prior to the event date. This can be broken up into payments if arranged with Bar Planner ahead of time
- Bar services are contracted for the **UP TO (AND NOT MORE THAN) SAID QUANTITY**. Meaning it covers ANY QUANTITY UP TO THE SAID AMOUNT, NOT ANYTHING ABOVE. If client sees that said quantity will be above what is given, client agrees to let Dragonfly know before final billing, to be able to make the appropriate changes in materials, bar services and staffing if need be.
- **FINAL PAYMENT** is due a month prior to event. Final payments are non-refundable.
- If event is booked with less than 6 months on calendar to event date, a deposit is still required at time of booking and is non-refundable. Final Payment is still due 30 Days Prior to event.
- If event is booked with less than 3 months time to event date full payment is due at time of booking and is non-refundable

PRODUCT

If Dragonfly C&S is providing Products & Materials

- We take pride in giving you the best possible service and cocktails and do our best to anticipate all the needs of the bar for your event. There are times (not often) we may run out an item or not have an item. For this reason, it is important to convey the correct information of your event. As the time duration, quantity of people, specialty requests and any communications about your event play a large role in us being amply prepared and equipped for your event and directly affects the amount of product and supplies we have on site.
- Please always communicate with us the quantity of all people coming to your event (not just over 21), so that we can ensure plenty of product. If there are more people in attendance than contracted for at an event, Dragonfly reserves the right to invoice for the remaining amount of people
- Client is under the full understanding not conveying the right amount of people can result in product not lasting and or services being hindered due to not enough staff or product. Client understands Dragonfly will bill for additional product and attendees.
- Pricing is directly related to (and not limited to) market prices, what bar services are being requested, level of product, specialty requests, signature cocktails, quantity of people, time duration of event and materials necessary to execute the services adequately.
- If Dragonfly is providing the bar and product, we will handle the product needs for the bar, such as the liquor, beer wine, mixers & garnishes according to the bar that is ordered. Please know any special product request outside of what bar is being provided for is an additional add fee.

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- If Dragonfly C&S is providing product, any product or materials provided by Dragonfly C&S is owned by Dragonfly, therefore no product will be left behind.

If Client is providing the Product If Client is providing alcohol, all alcohol must be sealed when delivered/handed over to bartender/ staff of Dragonfly C&S. Dragonfly is not responsible for any liquor/product not handed directly to someone with Dragonfly C&S.

- If Client is providing alcohol, all alcohol must be sealed when delivered/ handed over to the bartender/ staff of Dragonfly C&S. Dragonfly is not responsible for any liquor/product not handed directly to someone with Dragonfly C&S. If left at a bar for bartender, we ask to arrange a bartender to be present or if not Dragonfly C&S is not liable for anything that is tampered with. If client chooses to meet a Dragonfly staff member a1 day prior to event to drop off product there will be \$100.00 a charge to do because now we are responsible for packing and delivering to event. If a client is late meeting said staff member, there may be additional time charged.
- If anything is batched beforehand it must be labeled and in appropriate containers. The same goes for any garnishes not prepared by Dragonfly C&S Staff.
- Please provide clear instructions on where and to whom any leftover product should go. None of our staff will leave product with just anyone, there must be a clear directive. If no clear instructions are given. Dragonfly will package up any leftover product and hold until someone can arrange pick up.
- Dragonfly C&S can supply the mixers and garnishes for an additional add on fee
- Specialty Requests and or Services such as Champagne toasts, table service, and or wait service etc. is an additional add on fee.

TRASH CANS

- We will provide trash cans and liners for the **BAR ONLY** with our inclusive services. It can be added on to all-a-cart services as and ADD ON SERVICE. It is important to have your caterer or venue supply trash cans throughout the venue for food and any other trash items.
- If client chooses all-a-cart services, we can provide the trash cans and liners for \$15.00 each trash can.
- We DO NOT haul the trash off site, client must provide trash dumpsters. If client chooses to have bar service haul off trash off site there will be a \$200 Trash fee.

LIGHTING & COVERAGE

- Client agrees to make sure the bar placement has adequate cover, or shading if outside and adequate lighting for the bar. Dragonfly C&S will provide bar lights if the bar services are through Dragonfly, if the client is providing, we can provide as an additional add on. Client understands bartenders cannot be outside in situations like rain and or extreme heat with no coverage or in situations with no lighting.
- If a bar is in sand, client must give adequate notice for appropriate measures on our end and may result in extra set up fee.

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RENTING BARS, GLASSWARE, CHAMPAGNE WALLS, OR PHOTO OP WALLS

- We provide a Linen bar as first choice to getting bar services, in 6ft, 8ft, 10ft with Black Linen, Riser, and back bar table for an additional add on fee.
- For additional add on charges Dragonfly can also offer different bars, glassware, and or Champagne Walls, Photo Op walls, this must all be discussed prior to event, to go over different price options of these services. If renting services through Dragonfly, Dragonfly will be responsible for delivery and pick up of these items.
- Client understands if using an outside bar rental or glassware rental vendor (outside of Dragonfly) to let Dragonfly know ahead of time, and to let Dragonfly know when these items will be delivered so that we can plan to have someone present at venue for placement.
- Dragonfly will clean them up as if they are our companies when event is over, and will leave at venue where they were delivered. It is the clients' responsibility to have them delivered and picked up.
- If Client is providing bar or Glassware Dragonfly will take care of these items as if they were our own, Dragonfly is not responsible for any damages, breakage or tampering of any kind to any of the bar locations, bars, glassware or champagne walls or towers.
- Client agrees to let us know of any Venue restrictions on parking, delivery, bartending etc, which doors to use, which ones not to use to so please venue locations as well.

***BARTENDING & SERVING & DRINKING SAFETY**

- The Bartenders cannot leave any bar unattended, at any time, for this reason a Barback is always assigned per bar. Bartenders cannot and will not leave any alcohol alone, or leave any Dragonfly is responsible for. If Client is providing Alcohol there must be a designated (1) person or place indicated for bartenders to leave the product with.
- Dragonfly is not responsible or liable for "anything and everything" that might happen due to alcohol that is available outside a bartender's supervision. If alcohol is put out for self serve, (such as and not limited to beer boats, beer buckets, coolers that are open for anyone to reach in and grab) Dragonfly is not responsible or liable for anything that may occur or happen from this since it is out of our trained staff's control.
- Dragonfly is not responsible for any BYOB situations at an event or any alcohol that is not behind a bar with a staff member.

TIPS CERTIFICATION: STATE TIPS CERTIFICATION /SERVING LIQUOR

- All Bartenders are TIPS CERTIFIED. This is a state certification to serve alcohol.
- TIPS Certified Bartenders are required to ID anyone who looks 30 and under. Bartenders will not serve anyone who is under 21 years of age or without ID (when asked). Nor can they send drinks with younger people with the intent of it going to someone over 21.
- They reserve the right to cut off anyone who deems intoxicated or is an issue for the event environment and or bar.
- By SC law bartenders can only serve 2 drinks at a time to one person, per visit.
- Bartenders cannot serve any product that has not been opened by them, or which has not been poured or mixed by them. (If the client is providing the product, the product must be unopened, nothing opened will be used).

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- We have a “No Shots” or drinks served “neat” policy. Due to the nature of shots, we have a no shot policy, we can serve on the rock, and or with any mixer, but no drinks “neat” or as “shots” will be served. If there is a specific liquor as a specialty cocktail that requires being served neat or as a shot there may be an additional cost added on for insurance reasons.
- Most Venues do not allow shots or drinks served neat. It is important to know the rules of the Venue as it concerns the bar.
- Bartenders are instructed to do a quiet last call, to prevent a rush to the bar at the end of the event, and to lesson too much drinking towards the end of the event.

COI & LICENSES (and PERMITS)

- Dragonfly Cocktails & Spirits is insured and can provide a COI to venue if need be. There may be a coverage fee per event if needing to provide COI or if any additional coverage is needed for venue.
- If a Business License or any other certification is required out of what we already have, there will be an additional charge for it.
- If any permits are needed for the event, there will be a charge for it.

For Special Events (requiring City Approvals & Permits) for Cash Bars only

- For all Special ABL permits (only required if doing a cash bar), only a Beer & Wine permit can be obtained for such events, after approval from SLED and the Local Sheriff's office. There will be a fee for this additional permit if required.
- Only liquor permits can be obtained if the event is a Non-Profit event.

TRAVEL

- We can travel anywhere within South Carolina, if a venue/event is outside the peninsula of Charleston or Johns Island, SC for up to 30 miles or more, there will be a \$0.75 per mile round trip charge.
- If lodging is required there will be a rate of \$150.00 charge per night stay for the event. Prices may change due to local going rate.

TIME & TIPPING

- Services are agreed on within the time frame listed in quote. All services are based on a 4 hour time frame, not including set up or tear down. If time is extended longer than the period stated, the client agrees to pay the additional \$50 per staff member, per hour, along with any additional fees that might result from the time overage.
- Bartenders & Staff are paid a contracted amount by Dragonfly C&S for their time and experience per staff member, per event, from set up to tear down, with the event lasting an average of 4 hours. If an event's duration goes longer than the 4 hours, there may be a charge in overage time.
- Our bartenders & staff are allowed to collect tips at any event, they do poll (split) the tips with all Dragonfly C&S staff involved in event. Any extra tips or gratuity you feel you would like to tip is entirely up to you and your guests.
- If client requests no tip jar at event, an automatic 30 % gratuity will be added to final bill, will be automatically added to invoice unless otherwise arranged with coordinator.
- No gratuity is added unless otherwise worked out with client and coordinator.

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- It is customary to tip the staff.

MATERIALS/SERVICE CHARGES

- Materials/Service charges are to cover bar tools, materials, essential bar needs and bartender needs to operate bar and to offer bartending services at a higher standard, all while following DHEC regulations. This is based on foreseen needs that go along with any event, time duration, and quantity of people.

We take the time to make sure your bar is perfect, from the front of the bar to behind the bar. It matters who you have behind the bar. We want to thank you for the opportunity to serve you, your family and your friends!

