



In using our services you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "Customer", "You", and "Your" refers to you, the person accessing this website, contracting our services and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to JC Bartending, Inc. "Party", "Parties", or "Us", refers to both the client and JC Bartending, or either the client or JC Bartending. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our service to the client in the most appropriate manner. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## PRIVACY STATEMENT

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

## CONFIDENTIALITY

We safe guard and protect any information concerning the Client and their respective client records. Client records are regarded as confidential and therefore will not be divulged to any third party, except in the case of being legally required to do so to the appropriate authorities and use of business references to future clients.

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail unrelated to JC Bartending, Inc. Any emails sent by JC Bartending, Inc. will only be in connection with the provision of agreed services and products, and promotional information.

## DISCLAIMER

**Exclusions and Limitations:** The information on this web-site is provided on an "as is" basis. To the fullest extent permitted by law, JC Bartending:

- 1) Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or our company literature; and
- 2) Excludes all liability for damages arising out of or in connection with your use of our services. This includes, without limitation, direct loss, loss of business or profits, damage to household, business or personal injury caused by use of our equipment, or any other direct or indirect, consequential and incidental damages.

JC Bartending does not however exclude liability for death or personal injury caused by its negligence.

**Liability Waiver:** JC Bartending does not endorse the over consumption of alcoholic beverages. The client assumes all liability for themselves and their party guests if any form of negligence arises from the consumption of alcohol. Should the customer and/or his or her party guest(s) become ill and/or injured while under the influence of alcohol, the customer and/or his or her guest(s) assume all responsibility for any financial expenses including but not limited to medical bills, vehicle repairs, and all other damaged personal property. JC Bartending staff members will not serve alcoholic beverages to individuals under the age of 21; however, the customer is responsible for monitoring the consumption of alcoholic beverages by guests who are considered minors in the state of Texas. Since in most cases, JC Bartending staff members will not be present during the operation of the Margarita Machine, the customer is solely responsible for the consumption of the mixture prepared for the Margarita Machine. Should the customer and/or party guest(s) become ill due to consumption of the prepared mixture, the customer assumes all liability. Should the customer and/or party guest(s) become injured by moving, lifting, and/or handling the Margarita Machine, the customer and/or party guest(s) assumes all liability and responsibility for any financial expenses including but not limited to medical bills and any repairs to or replacement of damaged personal property. The JC Bartending staff member will inspect all equipment upon delivery and pick up to ensure proper functionality. If machinery is broken or not functioning properly after rental, the customer assumes all financial responsibility to replace broken parts and/or replace machine at full replacement value if damaged beyond repair.

The customer waives all legal rights to pursue any form of legal action against JC Bartending and its staff for the reasons stated herein and against all claims, losses or damages to persons or property, governmental charges or fines and costs (including attorney's fees).

## PAYMENT ARRANGEMENTS

**Methods of Payment:** We accept cash, personal checks, Visa, MasterCard or Discover on the day of the event prior to services rendered. If additional costs are incurred during the event, payments can be made immediately following the event end time. All credit card payments are subject to authorization prior to the scheduled event date and will be processed on the morning of the event for full payment. If the event does not end at the scheduled time, credit card on file will be charged for additional service time.

**Returned Checks:** There will be a \$28.00 fee assessed for all returned checks.

**Deposit:** Deposits are not required except in the case of advance purchase of alcoholic beverages and additional supplies; in which the required deposit will be equivalent to the cost of the alcoholic beverages and supplies. A credit card is however required to reserve all events.

## MARKETING & ADVERTISING

**Promotional Considerations:** JC Bartending, Inc. reserves the right to display marketing material in the bar/service area during all events.

## CANCELLATION POLICY

The client agrees that JC Bartending loses substantial revenue upon the unexpected cancellation and/or reduction of requested services. The amounts of those losses are often difficult or impossible to determine. Accordingly, the client agrees to provide a verbal or written cancellation a minimum of 48 hours prior of scheduled event time. If the client does not provide a cancellation notice 48 hours prior to the scheduled event time, the credit card on file will be charged for the full amount. If in the event the client is not present during the scheduled service time to accept delivery of rendered services, a \$30 trip fee will be charged to the credit card on file in addition to the full balance of contracted services.

Unless a cancellation notice is provided verbally or in writing by a JC Bartending staff member, JC Bartending will uphold the client's event date and provide the requested services.

**Right of Cancellation for Cause or Impossibility:** The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the party seeking the protection of this clause), or civil disorder– to the extent that such circumstance makes it illegal or impossible to provide services.

The performance of this Agreement is additionally subject to termination without liability if JC Bartending is rendered unable to provide operable equipment i.e. Frozen Margarita Machines, in which in that case, JC Bartending will aggressively search for another service provider.

## TERMINATION OF AGREEMENTS AND REFUND POLICY

Upon termination of verbal or written contracts of service with JC Bartending, Inc., any fees collected from the client will be refunded immediately in the same form that payment was rendered.

JC Bartending upholds the highest customer service standards and will guarantee customer satisfaction. If in the event our equipment becomes in operable prior to the scheduled event end time, we will provide a prorated refund for services. For no other circumstances than stated herein will JC Bartending provide a refund for services rendered.

## MISCELLANEOUS PROVISIONS

**Gratuity:** Bartenders will place a tip jar on the bar as a method to collect gratuitous tips for service unless directed otherwise by the client in which the client will be responsible for providing a 20% service charge.

**Compliance with Law:** This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations. JC Bartending and the client herein agree to cooperate with each other to ensure compliance with such laws.

## COPYRIGHT NOTICE

Copyright and other relevant intellectual property rights exist on all text relating to JC Bartending services and the full content of this website. The company's logo is a registered trademark of JC Bartending in the United States and other states.