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: ____________________________________