

Sales & Events consultant contract

This Agreement for event planning services is hereby entered into by and between the following parties:

(Event Consultant)

And

INSERT CLIENT NAME HERE (Hereinafter referred & referenced as "Client")

[Address]

Telephone No.: _____

Fax No.: _____

Contact Person: _____

RECITALS

1. Place of event (venue): (Event Consultant)(Event Consultant)_____
2. Address of event: (Event Consultant)(Event Consultant)_____
3. City: (Event Consultant)____ State: _____ Zip Code: _____
4. Type of event:(Event Consultant)_____
5. Date of event: (Event Consultant) Start Time: _____ End Time: _____
6. Scope of work: It is hereby agreed to and understood that (Event Consultant), in exchange for remuneration as set forth in Paragraph 6 of this subject Agreement, I (Event Consultant) will provide the following services:
(Input scope of services here)
7. a. Company will compensate Sales Consultant on a commission basis as described in Exhibit A attached hereto and incorporated herein by reference. This compensation may be amended by mutual agreement of the Parties. b. Company will review all orders for the Services submitted by Sales Consultant. Company reserves the right to reject, for any or no reason, any Client order solicited by Sales Consultant c. Company may terminate a Client's Services at any time in its sole discretion. Company agrees to provide Sales Consultant reasonable advance notice of such termination. d. Company will comply with all applicable requirements of federal, state, and local laws, ordinances, administrative rules, and regulations relating to Company's performance of its obligations under this Agreement. e. Company reserves the right to solicit orders directly from and sell

directly to any Clients or other buyers within the Territory. f. Company may, but is not obligated to provide and maintain personnel to adequately provide after-sales support with respect to the Services.

8. [Sales Consultant agrees to comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and regulations relating to Sales Consultant's performance of the obligations under this Agreement.]
9. [Sales Consultant will not use any employees of Company or materials referencing Company or Services that have not been approved by Company. Sales Consultant will make no representations or warranties relating to the Services. All prices quoted for the Services will be prices as provided by Company.]
10. [Sales Consultant will be identified as an authorized sales agent of Company only with respect to the Services and will otherwise be identified as an independent business. Neither Party will make any express or implied agreements, guarantees, or representations or incur any debt in the name of or on behalf of the other Party]
11. [Sales Consultant will, at all times, maintain a professional appearance and will not perform any duties set forth in this Agreement, while intoxicated in any manner or under the influence of any illegal drug.]
12. [Sales Consultant will not use deceptive, illegal, misleading or unethical practices and will not make any false or misleading representations with regard to the Services or Company.]
13. [All costs and expenses incurred by Sales Consultant in performing the Services (including by way of example only, phone and travel) and other marketing and sales expenses will be borne by Sales Consultant and will not be reimbursed by Company.]
14. [Sales Consultant represents that no law or agreement with other parties that would prohibit Sales Consultant from entering into this Agreement with Company]
15. Sales Consultant will be given commission in the range between 10 – 15% as in by way of service provided.
16. The total event planning fee agreed upon is Rs. _____. A non-refundable reservation fee of Rs. _____ is required to secure (Event Consultant) for the event. This amount shall be subtracted from the event planning fee. The remaining balance of the event planning fee must be paid in full BEFORE the start of your event (unless other arrangements are accepted by (Event Consultant)). Any payments received less than 2 weeks before the event must be by cash. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable in the name of (Event Consultant).

17. (Event Consultant) represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.
18. This agreement of (Event Consultant) to perform shall be excused by acts of God, or any other legitimate condition beyond (Event Consultant) control. If such circumstances arise, all reasonable efforts will be made by (Event Consultant) to find comparable replacement event planning at the agreed upon fees. In the event that (Event Consultant) is unable to procure a replacement, Client shall receive a full refund of all fees paid to (Event Consultant). Client agrees that in all such circumstances, (Event Consultant) liability shall be exclusively limited to refunding the fees paid and that (Event Consultant) shall not be liable for indirect or consequential damages arising from any breach of this contract.
19. In the event of non-payment, (Event Consultant) retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees, and collection costs incurred by (Event Consultant).
20. It is further agreed to and understood that Client shall be charged Rs.50 for each returned check plus a Rs.____ service charge for each collection notice.
21. It is agreed to that Client will take reasonable steps to protect (Event Consultant) personnel and equipment during the contracted period. In the event of injuries or damages resulting from insufficient protection on Client's part (except in the case of gross negligence on the part of I (Event Consultant)), Client will be responsible for paying for all of (Event Consultant) resulting costs (including, but not limited to, insurance deductibles, medical treatment) that are not reimbursed by insurance.
22. This agreement cannot be canceled except by mutual written consent of both the Client and (Event Consultant). If cancellation is initiated by the Client in writing and agreed to by (Event Consultant) in writing, Client will be required to pay any unrecoverable costs already incurred by (Event Consultant) (but not more than the total fee agreed upon).
23. Client shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, etc.
24. It is hereby agreed and understood that the laws of India shall govern this agreement.

25. Client agrees to defend, indemnify, assume liability for and hold (Event Consultant) harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of (Event Consultant))
26. Client may not transfer this contract to another party without the prior written consent of (Event Consultant).
27. This agreement will be valid for the duration of 2 years in commencement of this consultant agreement
28. This agreement is not binding until received and signed by (Event Consultant). Any changes must be written and signed by both the Client and (Event Consultant). Oral agreements are non-binding. The latest contract supersedes all previous contracts between Client and (Event Consultant) for the event listed above.
1. If any clause in this Agreement is found to be unenforceable by a court of law, the rest of this Agreement shall remain in full force and effect.
29. This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile signatures to this Agreement are acceptable and carry with it the same full force and effect as an original signature
30. (Event Consultant) may elect not to exercise rights specified in this agreement. By doing so, (Event Consultant) does not waive their right to exercise those rights at a future date.

Dated: _____ (Event Consultant)

Signed by: Name of authorized person

Signed (Event Consultant)_____

Dated:_____ Signed by: (printed) (Event Consultant)_____

Signed (Event Consultant)_____