

EVENT PLANNING AGREEMENT

This Agreement is made between [CLIENT NAME] ("Client"), an [INDIVIDUAL/BUSINESS] located at [ADDRESS] and [EVENT PLANNER NAME] ("Planner"), a [PROPER BUSINESS ENTITY STRUCTURE, EXAMPLE: LIMITED LIABILITY COMPANY] in [STATE] with a principal place of business at [ADDRESS], each a "Party" and collectively known as "Parties."

WHEREAS, both Client and Planner represents and warrants to the other party that:

1. They have the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement;
2. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
3. When executed or delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

WHEREAS, Planner represents, warrants, and covenants to Client that Planner performs Services using required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this agreement.

NOW, THEREFORE, in consideration of the sums of payment for services paid and in consideration of the promises and conditions contained in this Agreement, Planner and Client agree as follows:

1. EVENT INFORMATION

Place of Event/Venue Name (If Known): _____
Address of event: _____
City: _____ State: _____ Zip Code: _____
Type of event: _____
Date of event: _____
Start Time: _____
End Time: _____

2. SERVICES

It is hereby agreed to and understood that Planner will provide the following services:
[INPUT SCOPE OF SERVICES HERE]

3. PAYMENT

The total event planning fee agreed upon is \$[AMOUNT]. A non-refundable deposit of \$[AMOUNT] is required to secure Planner for the event. This non-refundable deposit shall be subtracted from the total event planning fee. The remaining balance of the event planning fee must be paid in full BEFORE the start of Client's Event. All payments can

be made by cash, credit/debit card, Venmo, or PayPal. [MODIFY FOR METHODS OF PAYMENTS ACCEPTED BY PLANNER]

4. FEES

In the event of non-payment, Planner 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 Planner.

5. EXPENSES

Client shall reimburse Planner for all expenses that are attributable directly to work performed under this Agreement. Planner shall submit an itemized statement of Planner's expenses. Client shall pay Planner within thirty (30) days after receipt of each statement.

It is agreed to that Client will take reasonable steps to protect Planner 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 Planner), Client will be responsible for paying for all of Planner's resulting costs (including, but not limited to, insurance deductibles, medical treatment) that are not reimbursed by insurance.

6. CANCELLATION

This agreement cannot be canceled except by mutual written consent of both the Client and Planner. If cancellation is initiated by the Client in writing and agreed to by Planner in writing, Client will be required to pay any unrecoverable costs already incurred by Planner, but not more than the total fee agreed upon.

7. VENUE AND VENDOR FEES

Client shall pay any charges imposed by the venue and vendors for the event. These charges may include, but are not limited to, parking, use of electric power, security, wait-staff, etc.

8. INDEMNIFICATION

Client agrees to defend, indemnify, assume liability for and hold Planner 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 Planner).

9. LIMITATION OF LIABILITY

Neither party to this agreement shall be liable to the other for indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages). In no event shall Client's liability under this agreement exceed the amount it has been paid for services. All claims shall be brought within one (1) year of the date they are or reasonably should have been discovered.

10. NOT ASSIGNABLE

Client may not transfer this contract to another party without the prior written consent of Planner.

11. MODIFICATION

This agreement is not binding until received and signed by Planner. Any changes must be written and signed by both the Client and Planner. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Client and Planner for the event listed above.

12. WAIVER

Planner may elect not to exercise rights specified in this agreement. By doing so, Planner does not waive their right to exercise those rights at a future date.

13. SEVERABILITY

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.

14. CHOICE OF LAW

It is hereby agreed and understood that the laws of [PLANNER STATE] shall govern this agreement.

15. RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in [PLANNER COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in [PLANNER COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

16. FORCE MAJEURE

This agreement of Planner to perform shall be excused by acts of God, or any other legitimate condition beyond Planner control. If such circumstances arise, all reasonable efforts will be made by Planner to find comparable replacement event planning at the agreed upon fees. In the event that Planner is unable to procure a replacement, Client shall receive a full refund of all fees paid to Planner. Client agrees that in all such circumstances, Planner liability shall be exclusively limited to refunding the fees paid and that Planner shall not be liable for indirect or consequential damages arising from any breach of this contract.

17. EXECUTION

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

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

PLANNER:

Date

Printed Name: _____

Title: _____

CLIENT:

Date

Printed Name: _____

Title: _____