**Event Planning Services Agreement**

This Event Planning Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Parties-R-Us, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers event planning services and the Client desires to retain the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning with the Effective Date of this Agreement, the Company will use its professional knowledge and skills to provide event planning services to the Client (the “Services”) for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert event description, i.e., 25th wedding anniversary]* on premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert venue, street address, city, applicable event information]* during the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert hours]* (the “Event”).
2. **COMPANY RESPONSIBILITIES.** The Company shall specifically secure services for catering, decorating, photography, music, bartending, and/or floral arrangements *[or other services as applicable to the specific event – bounce houses, children’s games, etc.]* as requested by the Client within the Client budgetary guidelines, which shall be discussed in more detail during the pre-Event consultation as outlined below. The Parties agree and acknowledge that the Company may have the ability to financially bind the Client to only those services for which the Client has specifically granted the Company such authority. Otherwise, the Company shall not bind the Client without first receiving the Client’s approval for such contemplated service.
3. **PRE-EVENT CONSULTATION**. The Parties agree to an in-person pre-Event consultation in order to discuss what services the Company shall secure for the Event, the budgetary guidelines for each service secured, and any reasonable personal preferences (*i.e.*, colors, favorite flowers, etc.) that the Client may desire. The Client will be responsible for designating a contact individual during the Event with whom the Company shall communicate if such individual is someone other than the Client. Additionally, the Parties shall determine what financial amount, if any, the Company shall receive from the Client to be applied to services that require a down payment to secure a specific date. If no financial amount is given to the Company, the Parties agree that the Company shall secure such services with funds that shall be reimbursed to the Company after the Event and upon presentation to the Client of a detailed invoice for such services. Payment shall be due and owing to the Company within twenty (20) days *[or whatever time period desired]* after the date of such invoice.
4. **COOPERATION**. The Company cannot assist the Client without the Client’s cooperation and assistance. In the cases of some services, time is of the essence. Therefore, in order for the Company to secure those Event services, it is necessary that the Client timely communicate with the Company. The Client hereby expressly gives consent for the Company to discuss various services with the location/venue management and shall provide the necessary contact information to the Company.
5. **COMPENSATION.** A total fee in the amount of *[insert fee amount – for example, Five Hundred Dollars ($500)]* shall be paid by the Client to the Company, according to the following schedule, for payment of the Services (“Compensation”) during the term of this Agreement. A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required within \_\_\_\_\_ *[insert number of days]* after the Effective Date stated above and shall not be refunded for any reason except for those situations outlined herein. The remaining balance (“Outstanding Balance”) shall be paid no later than two (2) weeks *[or other time period]* prior to the performance of the Services.
	1. **Service Providers**. The Compensation shall be for the Company’s performance of its Services hereunder. The payment of service providers for the Event shall be separate and apart from this Compensation. The Client acknowledges and agrees to pay the fees for the service providers (assuming they are secured within the reasonable budgetary guidelines discussed between the Parties) in addition to the Company’s Compensation.

**OR – pick a compensation paragraph – either above or below**

1. **COMPENSATION**. The Client shall pay the Company a total fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert fee amount – for example, Five Hundred Dollars ($500)]* for Services during the term of this Agreement (“Compensation”). The Parties agree that the Client shall make three (3) equal installments in the amount of $\_\_\_\_\_\_\_\_\_\_ at the end of each month *[or quarter or week or other time period]* during the term up to and including two (2) weeks prior to the Event. A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required within \_\_\_\_\_ *[insert number of days]* after the Effective Date stated above and shall not be refunded for any reason except for those situations outlined herein.
	1. **Service Providers**. The Compensation shall be for the Company’s performance of its Services hereunder. The payment of service providers for the Event shall be separate and apart from this Compensation. The Client acknowledges and agrees to pay the fees for the service providers (assuming they are secured within the reasonable budgetary guidelines discussed between the Parties) in addition to the Company’s Compensation.
2. **CANCELLATION.** As stated above, the Reservation Deposit is nonrefundable. A minimum of *[insert day for notice – must be more than the time determined for payment of the Outstanding Balance]* days’ notice is required to cancel the Agreement and to avoid payment of a cancellation fee. Any cancellation made less than *[insert cancellation time]* prior to the performance of the Services will result in a cancellation fee of $\_\_\_\_\_\_\_\_\_ *[insert amount of cancellation fee…should be substantial enough to deter individuals from canceling]*. If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client, including the Reservation Deposit, within *[insert number of days]* days following cancellation by the Company.
	1. **Cancellation by Venue**. Should the location/venue cancel the Event for any reason beyond the control of the Client, the Company shall refund any funds paid to it following notification to the Company by the Client of such cancellation by the location/venue. The Company shall have no responsibility and liability beyond these terms.
3. **CONFIDENTIALITY**. The Company may, during the performance of the Services, overhear or be privy to business or propriety information discussed at the Event or elsewhere. Such information shall remain confidential and shall survive the termination of this Agreement.
4. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all licenses and/or permits required to provide the Services. This may include discussion and confirmation with the location/venue management as to any special or necessary permits required in order for the Company to provide the Services.
	1. **Venue and Location Limitations**. The Client acknowledges that the Company shall be limited by the rules and guidelines of the location/venue. Any desired flexibility of location/venue rules and guidelines may be subject to negotiation with management; however, it is acknowledged by the Parties that the management, in its sole discretion, will approve or deny any requests.
5. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that staff members (if any) have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No staff member has any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, child abuse, violence directed at children, crimes directly against an individual (*i.e.,* battery or assault of any kind), and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all staff members have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
6. **MODEL RELEASE**. The Client hereby assigns the Company an irrevocable and unrestricted right to use and publish photographs of the Client, Event, decorations, or photographs in which the Client is included for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter same without restriction; and to copyright same. The Client releases all claims to profits that may arise from the use of any images. The Company shall not use any images in which minors appear.
7. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an extreme illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the Services.
8. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than Five Hundred Thousand Dollars ($500,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate providing coverage for, among other things, professional liability coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any Reservation Deposit shall be refunded to the Client within five (5) business days of termination.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **PARTIES-R-US, LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative