Event Services Agreement

1. Parties and background

This Event Services Agreement (the "Agreement") is made on **[Date the agreement is signed: _____]** (the "Signing Date") between:

[Planner's legal business name: _____], [Planner's business form and state: _____], with its place of business at [Planner's street address: _____], telephone [Planner's telephone: _____], email [Planner's email for notices: _____] (the "Planner"); and

[Client's full name or organization: _____], [Client's status: _____], of [Client's address: _____], telephone [Client's telephone: _____], email [Client's email for notices: _____] (the "Client").

Each of them is a "Party" and together they are the "Parties".

1.1 **Background.** The Client wants to hold the Event described in Section 3 and wants professional planning, design, coordination and production help. The Planner provides those services as an independent business. The Parties set out in this Agreement the work, the price, the money the Planner may handle for the Client, and what happens if plans change.

1.2 **Authority.** A person who signs for a company or organization confirms that he or she has authority to bind it. If two or more individuals sign as the Client, each is jointly and severally responsible for the Client's obligations.

1.3 **Client representative.** The Client appoints **[Client's representative: _____]** to give instructions and approvals. The Planner may rely on that person's written instructions until the Client names someone else in writing. The representative cannot increase the Event Budget by more than [Budget increase the representative may approve: _____] without the Client's own written approval.

1.4 **Lead planner.** The Planner appoints **[Lead planner: _____]** as its lead planner and the Client's main contact. Section 36 governs a replacement.

1.5 **Start and end.** This Agreement starts when both Parties have signed it. It ends when the Planner has finished the Services, the final account under Section 10 has been delivered and every amount due has been paid, unless it ends earlier under its terms.

2. Definitions and order of precedence

2.1 In this Agreement:

"Business Day" means any calendar day except Sunday and any federal holiday.

"Change Order" means a written change signed or approved by both Parties under Section 9, in the form of Schedule D or with the same information.

"Client Funds" means money the Planner receives from or for the Client to pay Vendors, permits, deposits or other Event costs. It does not include the Planner's Fee.

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"Deliverables" means the plans, budgets, timelines, floor plans, mood boards, drawings, lists and other items the Planner must give to the Client under Schedule A.

"Event" means the event described in Section 3, and **"Event Date"** means its first public or guest-facing day.

"Event Budget" means the total approved cost of the Event in Schedule B, including the Planner's Fee unless Schedule B says otherwise.

"Fee" means the Planner's charge for the Services in Section 11, as changed by a Change Order.

"Guaranteed Guest Count" means the final number the Client confirms under Section 9.

"Law" means every federal, state and local statute, regulation, ordinance, code, permit condition and order that applies.

"Planner Team" means the Planner's employees, assistants and subcontractors. It does not include Vendors.

"Services" means the work in Section 4 and Schedule A.

"Vendor" means a third party that supplies goods, space or services to the Event, such as the Venue, a caterer, a rental company, a florist or an entertainer.

"Venue" means the place named in Section 3 and any substitute place the Parties agree in writing.

2.2 "Written" and "in writing" include email and an approved online planning system, except where this Agreement or the Law requires a signature or paper. "Including" means "including without limitation". Days are calendar days unless this Agreement says Business Days.

2.3 **Order of precedence.** If documents conflict, the following order applies: (a) the rights the Law does not allow the Parties to change; (b) Section 34 and Schedule E, where they apply; (c) a later signed Change Order on the matter it changes; (d) the numbered Sections; (e) Schedules B, A and C, in that order; (f) proposals and design presentations. A Vendor's contract does not change the rights of the Parties between themselves.

3. Event details

3.1 The Services relate to this Event:

Event name and type: [Event name and type: _____]**Event Date:** [Event date: _____]**Guest arrival time:** [Guest arrival time: _____]**End time:** [Event end time: _____]**Venue and address:** [Venue name and address: _____]**Rooms or outdoor areas:** [Rooms or outdoor areas: _____]**Estimated guest count:** [Estimated guest count: _____]**Private, invited or ticketed:** [Private, invited or ticketed: _____]**Indoor, outdoor or tented:** [Indoor, outdoor or tented: _____]

3.2 **Reservation of the date.** The Planner reserves the Event Date when it has received a signed copy of this Agreement and the Deposit. Until then, the Planner may accept other work for that date.

3.3 **Estimates.** The guest count in this Section is an estimate for planning. It becomes binding only through the Guaranteed Guest Count procedure. The Client will give a realistic estimate and update it as replies arrive.

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3.4 **Change to the event facts.** The Client will tell the Planner promptly if the date, time, Venue, purpose, attendance or access changes. A change takes effect between the Parties only through a Change Order or under Section 35.

3.5 **Venue contract.** Unless Schedule C says otherwise, the Client signs the Venue contract and gives the Planner a complete copy, including house rules, no later than [Date the Client gives the Venue contract: _____]. The Planner is not responsible for a Venue rule that the Client received and did not pass on.

4. Scope of services

4.1 **Service level.** The Planner will provide this level of service: **[Level of service: _____]**. Schedule A lists the detailed tasks, quantities and Deliverables. A task that appears in Schedule A is included in the Fee. A task that does not appear there is included only if it is a necessary and minor part of a listed task.

4.2 **Planning.** To the extent Schedule A lists it, the Planner will: (a) meet the Client to learn its goals, priorities and limits; (b) prepare a planning calendar; (c) draft the Event Budget and update it; (d) research and compare Venues and Vendors; (e) review the business terms of proposals and point out matters the Client should decide; and (f) track replies, deadlines and open decisions. The Planner does not give legal, tax, engineering or insurance advice.

4.3 **Design.** The Planner will prepare the design direction, color and material choices, floor plan and decor list in Schedule A. The fee includes [Rounds of design revisions: _____] rounds of revisions to each design Deliverable. A round is one consolidated set of comments from the Client.

4.4 **Coordination.** The Planner will schedule Vendors, send them the approved timeline, confirm arrival times and contacts during the week before the Event, arrange a site visit or walk-through, and lead one rehearsal if Schedule A lists it.

4.5 **Production.** The Planner will oversee load-in, set-up, the run of show, transitions and breakdown as described in Section 7. It will act as the contact point between the Client, the Venue and the Vendors, and will try promptly to solve problems on site.

4.6 **Contract particulars.** This Section and Schedule A itemize the Services. Section 11 and Schedule B state the pay, the rate and method of pay, and each payment date. The Parties will complete those items before either signs. If a Law that protects individual freelance workers applies, the Planner has every right that Law gives, and no term of this Agreement reduces it.

4.7 **No promised outcome.** The Planner does not promise a number of attendees, a profit, an amount of publicity, a level of donations or a sponsor. Its duty is to perform the Services to the standard in Section 29.

5. Excluded services

5.1 The Services do not include the following unless Schedule A expressly lists them: [Services not included: _____].

5.2 Unless Schedule A says otherwise, the Planner also does not: (a) cook, serve or sell food or alcohol; (b) provide licensed security, medical, childcare or valet staff; (c) drive guests; (d) do electrical, rigging,

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structural, gas or tent engineering work; (e) lift or move furniture that the Venue or a Vendor must move; (f) perform personal errands; (g) manage wedding-party, family, sponsor or staff disputes; or (h) handle cash bars, gift tables or cash donations.

5.3 If the Client asks for excluded work, the Planner may decline it or quote a price. The work starts only after a Change Order. If a request is urgent on the day of the Event, the Client's representative may approve it by text message or email, and the approved hourly rate in Schedule B applies.

5.4 The Planner may refuse any task that it reasonably believes is unsafe, unlawful, outside its licenses, or prohibited by the Venue. Refusing such a task is not a breach, and the Planner will explain the reason and suggest a lawful alternative where one is available.

6. Planning timeline, meetings and approvals

6.1 **Planning calendar.** Within [Business Days to deliver the planning calendar: _____] Business Days after the Signing Date, the Planner will give the Client a calendar with decision dates, Vendor booking dates, payment dates and Deliverable dates. Schedule A states the dates already agreed.

6.2 **Meetings.** The Fee includes [Number of planning meetings: _____] planning meetings of up to [Length of each meeting: _____] each, in person or by video, and one walk-through at the Venue. More meetings are charged at the hourly rate in Schedule B if the Client approves the charge in advance.

6.3 **Communications.** The Planner answers ordinary messages within [Planner's ordinary reply time: _____]. During the seven days before the Event, it answers urgent messages as soon as reasonably possible. The Client will use the planning system or email for decisions, because messages sent to individual assistants or through social media may be missed.

6.4 **Approval of Deliverables.** The Client will approve a Deliverable or give one clear list of corrections within [Days for the Client to approve a Deliverable: _____] days after receipt. If the Client does not answer, the Planner will send a reminder. If the Client does not answer within three days after the reminder, the Planner may continue on the basis of the Deliverable to protect the Event Date, but silence never approves spending above the Event Budget or a new Vendor contract.

6.5 **Errors.** The Planner will correct an error in its Deliverable at no charge. A change after approval that is not the correction of an error is a Change Order if it adds work or cost.

6.6 **Late decisions.** If a Client decision is late, the Planner will say which dates, prices or choices are at risk. The Planner's deadline extends by the delay it caused. The Client pays reasonable extra Vendor or rush cost only if the Planner gave notice of it, or if it could not reasonably have been known in advance.

6.7 **Final timeline.** The Planner will send the final run of show in Schedule C no later than [Date the final run of show is sent: _____]. The Client confirms it or corrects it within two days.

7. Event-day staffing, hours and overtime

7.1 **Team.** On the Event Date the Planner will provide [Event-day team: _____]. The Planner chooses and supervises the members of its team, and is responsible for their pay and their acts in the course of the Services.

7.2 **Hours.** The Planner Team will be on site from [Planner Team start time: _____] to

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[Planner Team end time: _____]. Those hours include set-up oversight, the Event and breakdown oversight, except where Schedule A lists separate days.

7.3 **Set-up.** The Client will arrange Venue access early enough for the approved set-up plan. The Planner will check the layout, the delivered quantities, the place settings, the signs and the safety points in Section 22 against the approved plan. It will report a missing or damaged item to the responsible Vendor and to the Client's representative.

7.4 **Run of show.** The Planner will cue the steps in Schedule C. It may adjust times to deal with late guests, weather, a Vendor problem or safety. It will ask the Client's representative before removing a planned element where time allows.

7.5 **Breakdown.** The Planner will oversee the removal of Client and rental items up to [Planner Team end time: _____] and will record items left at the Venue. Vendors remove their own equipment. If the Venue requires the space to be empty by an earlier time, the Planner will schedule removal to meet it.

7.6 **Overtime.** Work after [Planner Team end time: _____] is charged at **[Overtime rate: _____]** per team member per hour, in units of [Overtime unit: _____]. Overtime is due only if the Client's representative asks for it or agrees to it, or if it is needed because the Client, its guests or a Vendor hired by the Client delayed the Event. No overtime is due for a delay the Planner caused. The Planner may end work at the agreed time if it, the Venue or the Law does not allow more.

7.7 **Meals and breaks.** The Planner Team may take the meal and rest breaks the Law requires. For a shift longer than [Shift length that includes a meal: _____], the Client will provide or pay for a meal of the kind stated in Schedule A.

8. Client responsibilities

8.1 The Client will: (a) give true and complete information; (b) make decisions by the calendar dates; (c) pay on time; (d) read and sign the Vendor contracts it approves; (e) tell the Planner of allergies, mobility needs, known safety concerns and other facts that affect the Event, sharing only what is needed; (f) give access to the Venue; and (g) name one contact for the day who has power to decide.

8.2 **Guest information.** The Client will give guest names, seating, meals and special requirements in the form requested by [Date for final guest details: _____]. The Client confirms that it may lawfully share that information.

8.3 **Client items and helpers.** The Client is responsible for items it supplies, for their safe condition and for people it asks to help. The Planner may refuse an unsafe item or a helper who prevents it from doing its work.

8.4 **Direct dealings.** The Client may speak with any Vendor, but will promptly tell the Planner about a change it arranges. The Planner is not responsible for a conflict caused by a change of which it was not told.

8.5 **Not covered by other people's failures.** The Client's duty to perform is excused to the extent that the Planner's breach prevents performance. The Planner's duty is excused to the extent that the Client's breach prevents performance, once the Planner has given notice and has taken reasonable steps to limit

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the effect.

9. Change orders and guest-count guarantee

9.1 **When a Change Order is needed.** A Change Order is needed to change the Services, the Fee, the Event Budget total, the Event Date, the Venue, the hours or the number of staff. The Change Order states the change, the price or the pricing method, the effect on other dates and any new Vendor commitment.

9.2 **Procedure.** Either Party may ask for a change. The Planner will answer within [Time to answer a change request: _____] with a price and the effect on the schedule, or will explain why it cannot make the change. No extra charge is due for preparing an ordinary quote. The Client may accept, reject or change the request. Until acceptance, the Parties continue with the existing plan.

9.3 **Urgent change.** If a change is needed at once to protect people or property and the Client cannot be reached, the Planner may take the least costly reasonable step, up to [Emergency spending limit: _____] in total. It will report the step and provide the receipt as soon as possible.

9.4 **Guaranteed Guest Count.** The Client will confirm the Guaranteed Guest Count in writing by [Guaranteed guest count date: _____]. If the Client does not, the most recent written estimate is used. After that date the Client pays the per-person charges for the greater of the Guaranteed Guest Count and the actual attendance, but pays a Vendor charge only once and only as the approved Vendor contract allows.

9.5 **Increase.** An increase after the guarantee date depends on the Venue's capacity, the Vendors and any permit. No guest may be admitted above the lawful capacity of the Venue, even if a Change Order exists.

9.6 **Decrease.** A decrease after the guarantee date reduces the price only to the extent that a Vendor agrees or the Planner avoids cost. The Planner will ask affected Vendors for a credit and will pass on every credit received.

10. Event budget and client funds

10.1 **Event Budget.** The initial Event Budget is **[Event Budget total: _____]**. It is an approved spending limit and not a fixed-price promise for Vendor work. The Planner will identify each estimated figure, each mandatory charge it knows of, and each item whose price depends on guest numbers or choices.

10.2 **Approval.** The Planner will not commit the Client to a cost that exceeds an approved budget line by more than [Budget line tolerance: _____] or exceeds the total Event Budget at all without written approval. It will warn the Client promptly when it expects an overrun and will suggest ways to reduce cost.

10.3 **Direct payment preferred.** The Client pays Vendors directly unless Schedule B names a payment that the Planner will make with Client Funds.

10.4 **Separate account.** The Planner will deposit Client Funds in a bank account held separately from its own operating money, record them under the Client's name, and use them only for the approved Event costs of this Client. Client Funds belong to the Client until they are properly paid out. The Planner will not borrow, pledge or use them as income, and will not pay its Fee from them without a separate written approval naming the invoice.

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10.5 **Timing.** The Planner may ask for Client Funds no earlier than [Earliest request for Client Funds: _____] before a payment date. If the Client does not supply them in time, the Planner has no duty to pay the Vendor from its own money.

10.6 **Records.** The Planner will keep invoices, receipts, deposits and a running ledger. It will give the Client a statement within five Business Days after a request, but not more than once a month unless there is a reasonable concern, and a final account with copies of receipts within [Days to deliver the final account: _____] days after the Event or the end of this Agreement.

10.7 **Return.** The Planner will return unspent Client Funds with the final account. If this Agreement ends, it will stop new spending and return the uncommitted balance within ten Business Days, retaining only the exact sum needed for a lawful, approved Vendor commitment that it must still pay. It will pass on each Vendor refund within five Business Days after it clears.

11. Fees, deposit and payment schedule

11.1 **Fee.** The Client will pay the Planner a total Fee of **[Total Fee: _____]** for the Services, calculated as follows: [How the Fee is calculated: _____]. The Fee does not change because the actual Vendor cost changes unless the fee method in this Section and Schedule B expressly says so. A percentage fee is calculated once on the stated base, excluding tax, gratuity and any percentage fee itself.

11.2 **Method.** Payments are made by [Payment method: _____]. A method that adds a mandatory charge must state that charge before the Client chooses it, and must comply with the Law and payment network rules.

11.3 **Payment dates.** Subject to Section 34, the Client will pay:

Deposit: [Deposit: _____], due [Deposit due date: _____]**Second payment:** [Second payment: _____], due [Second payment due date: _____]**Final payment:** [Final payment: _____], due [Final payment due date: _____]

The Deposit is part of the Fee and is credited against it. If Section 34 applies, the Planner will return the Deposit in full after a timely cancellation.

11.4 **No hidden mandatory charge.** Schedule B lists every mandatory charge that the Planner adds, the factors that determine the price, and any charge that may vary. The Planner may not add an administration, service or production charge that Schedule B does not list unless the Client agrees in a Change Order.

11.5 **Invoices.** Each invoice will state the amount, the due date, the Services or stage covered, any tax and earlier payments. An incorrect invoice is due only as to the undisputed part until the Planner corrects it.

11.6 **When no date is stated.** The Parties intend every fee to have a due date. If a date is missing, the amount is due on completion of the related Services and no later than 30 days after completion, or on an earlier date required by Law. If the Law protects the Planner as an individual freelance worker, the Client will pay by the Law's deadline and will not demand that the Planner accept less than the agreed amount for prompt payment.

11.7 **No financing.** The Fee is payable in no more than four installments, without interest or a finance charge. A late charge under Section 12 is not a payment option and is not part of an installment plan.

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12. Late and returned payments

12.1 **Good faith dispute.** If the Client disputes an invoice, it will write to the Planner before the due date, state the item and the reason, and pay the undisputed part. The Parties will try to resolve the disputed part within ten days.

12.2 **Late charge.** An undisputed amount that remains unpaid [Grace period in days: _____] days after its due date carries a late charge of [Late charge: _____], but never more than the Law allows. The charge is an estimate of administration cost and the cost of delay. It applies once to each period and not to unpaid late charges.

12.3 **Returned payment.** If a payment is returned by the bank for a reason for which the Client is responsible, the Client will replace it within three Business Days and pay the lesser of [Returned payment charge: _____], the bank's actual charge and the maximum allowed by Law.

12.4 **Chargeback.** The Client may use any payment-dispute right the Law gives. If the Client raises a dispute on a valid invoice after receiving the Services, and the dispute is decided for the Planner, the Client will pay the invoice and the actual dispute charge where the Law allows.

12.5 **Collection.** Attorney's fees are recoverable only under Section 42. Nothing in this Section contains a confession of judgment.

13. Service charges, gratuities and sales tax

13.1 **Charges listed.** A service, administration or operations charge is due only if Schedule B states its name, amount or percentage, purpose, recipient and whether it is a gratuity. The same name must be used in the contract, the bill and any menu or online ordering page.

13.2 **Planner's charge.** The Planner's administrative charge, if any, is [Planner's administrative charge: _____]. **The administrative charge is not a gratuity or tip.** It is for [Purpose of the administrative charge: _____], and it is not paid as a gratuity to employees who serve the guests. These words must be printed at least as large as the surrounding contract text, or larger if the Law requires.

13.3 **Gratuities.** A gratuity is voluntary unless the Client expressly agreed to it as a mandatory charge. The Planner will pay over in full, to the persons entitled, every amount that it collects and describes as a gratuity. The Planner will not keep a part for itself, its owners or managers, or use it to offset wages.

13.4 **Vendor charges.** The Planner will show the Client each mandatory Vendor charge that appears in a proposal before the Client signs the Vendor contract. A caterer, hotel or Venue is responsible for its own notices, wage duties, menus and bills.

13.5 **Sales and use tax.** Prices exclude sales, use and similar tax unless Schedule B says they include it. The Planner will charge tax only if the Law requires it, state it separately and pay it to the tax authority. The Planner will not treat a mandatory charge as nontaxable only because it is later paid to staff. The Client will give a valid exemption certificate before the invoice if it claims an exemption.

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14. Expenses and reimbursements

14.1 The Client will reimburse only the reasonable, actual and documented expenses that Schedule B lists or that the Client approves in writing in advance. Expenses are charged at cost, without a markup, unless Schedule B states a markup in plain terms.

14.2 **Travel.** Travel within [Travel included in the Fee: _____] is included in the Fee. Further travel is charged at [Travel charge beyond that: _____]. Flights, hotels and car rentals need prior approval and are booked at the standard class.

14.3 **Time for claims.** The Planner will send a claim with receipts within 30 days after the expense, and the Client will pay an approved claim within 15 days after receipt. Expenses cannot be charged both through Client Funds and as a reimbursement.

14.4 **Not reimbursable.** Ordinary office costs, the Planner's insurance, fines caused by the Planner, the cost of correcting the Planner's own errors, and personal expenses are not reimbursable.

15. Vendors and limited agency

15.1 **Selection.** The Planner will recommend Vendors with reasonable care, based on the Client's stated budget and needs. The Client makes the final choice. If the Client picks a Vendor against the Planner's written advice, the Planner will still coordinate in good faith.

15.2 **Vendor contracts.** The Client signs each Vendor contract in its own name unless Schedule C authorizes the Planner to sign it. A Vendor owes its duties to the Client under that contract, and the Vendor alone is responsible for its own performance, goods, staff, licenses and insurance.

15.3 **Limited agency.** The Planner is the Client's agent only for these acts: (a) requesting proposals and sharing approved information; (b) confirming approved orders, schedules and changes within approved budget lines; and (c) signing the Vendor contracts marked "Planner may sign" in Schedule C, but only after the Client has approved the final text and price in writing.

15.4 **How the Planner signs.** When it signs for the Client, the Planner must name the Client as the contracting party and sign as "[Planner's legal business name: _____], as authorized agent for [Client's full name or organization: _____]". The Planner may not accept a personal obligation for the Client beyond the approved contract, open credit, take a loan, settle a claim, waive a legal right, or admit fault for the Client.

15.5 **Change or end of authority.** The Client may limit or withdraw the authority by written notice to the Planner, and will tell affected Vendors. The change does not undo an approved act already properly made. The Planner will not suggest to others that it still has withdrawn authority.

15.6 **Vendor failure.** If a Vendor cancels or fails to appear, the Planner will tell the Client at once, try to find a replacement within the Event Budget, and help the Client to seek a refund. The Planner is responsible for its own negligence in selection, communication or coordination that it undertook, but does not guarantee the Vendor.

15.7 **Contract review.** The Planner explains business points only. The Client is responsible for legal review of Vendor contracts.

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16. Vendor commissions and conflicts

16.1 **Disclosure.** The Planner discloses the following commissions, referral fees, discounts, free goods, ownership interests and family or business relations with Vendors: [Commissions and vendor relationships: _____].

16.2 **Continuing duty.** The Planner will disclose in writing any new benefit or relationship connected with a proposed Vendor before the Client chooses that Vendor. The disclosure will name the Vendor, the benefit or its calculation, and whether the Planner or the Client will receive it.

16.3 **Consent and credit.** A commission is handled as follows: [How commissions are handled: _____]. The Planner may not keep a benefit that was not disclosed and approved. It will credit an undisclosed benefit to the Client within ten Business Days after discovery, without limiting other remedies.

16.4 **Recommendations.** A commission must not be the reason the Planner recommends a Vendor, nor may a Vendor's price be increased to pay one without that fact being disclosed. The Client may choose an alternative Vendor without a penalty, subject to a reasonable charge listed in Schedule B for extra coordination.

16.5 **Loyalty.** The Planner will avoid acting for a Vendor against the Client in the same matter. The Planner may work for other clients, including on other events, if it protects the Client's confidential information.

17. Venue, permits and insurance certificates

17.1 **Responsibilities.** Schedule A states which Party or Vendor applies for and pays for each permit and license. In the absence of an entry, the Venue's owner is asked to handle permits for the Venue, each Vendor handles permits for its trade, and the Client handles the event permit. The Planner will list the known permits and check that the responsible person has confirmed each one, but does not assume another person's legal duty.

17.2 **Examples.** The list may include assembly or special event permits, tents, street closure, parking, noise, amplified sound, temporary food, alcohol, signs, drones, fireworks, open flame and health requirements. State and local rules decide what is needed.

17.3 **Deadlines.** A permit that has a filing deadline is added to the planning calendar with enough time to apply. The Planner will tell the Client promptly if a needed permit may not arrive in time. No Party may proceed with an activity without the permit it needs.

17.4 **Certificates.** At least [Days before the Event for certificates: _____] days before the Event, each Party and each on-site Vendor will provide a certificate of the insurance its contract requires. The Planner will collect the certificates for Vendors it coordinates and will report missing ones. A certificate is evidence only and does not change an insurance policy.

17.5 **Venue rules.** The Parties will follow lawful Venue rules on hours, access, fixtures, smoking, sound, candles, confetti, vendors, animals and waste. The Planner will send the rules it holds to the Vendors it coordinates.

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18. Food and beverage

18.1 **Licensed caterer.** Food and beverages are prepared and served only by a caterer, restaurant or other provider that has the approvals and permits that state and local health Law requires for the Event. A caterer's usual license may not be enough for a temporary or public event.

18.2 **Menu and allergies.** The Planner will pass on the dietary and allergy information the Client supplies in the form requested. The caterer is responsible for recipes, ingredient information, allergen control, food temperatures and service. Neither the Planner nor the Client promises that food is free of an allergen unless the caterer gives that promise in writing.

18.3 **Service plan.** Schedule C states the caterer, the menu and service times, vendor meals and the party that supplies tables, cooking power, water, waste removal and dishwashing.

18.4 **Outside food.** The Client will not bring home-prepared, potluck or outside food if the Venue, caterer or Law does not allow it. The Planner may ask that unsafe food be withdrawn.

18.5 **Leftovers.** Leftover food is released, donated or thrown away only as the caterer and health Law allow. The Planner is not responsible for food that guests take away.

19. Alcohol service

19.1 **Provider.** Alcohol will be provided as follows: [Alcohol arrangements: _____]. If alcohol is served, only a person or business with the license, permit or lawful exemption required at the Venue may supply, sell or serve it. The Planner does not sell, buy, furnish or serve alcohol.

19.2 **Permits and timing.** The responsible license holder named in Schedule A will apply for any temporary or catering permit in time and will provide proof before alcohol is delivered. If the permit is refused, the Event proceeds without alcohol.

19.3 **No service under 21 or to intoxicated persons.** No person under 21 may be served. The server will check valid identification and will refuse service to a person who is, or appears to be, intoxicated, or whose service the Law prohibits. The Client and the Planner will support the refusal.

19.4 **Controls.** The service plan states serving hours, the last service time, the measures for drinks, a supply of water and food, and arrangements for safe transport. No guest may bring alcohol unless the Venue, license holder and Law allow it. Drinking games and unattended bars are not allowed.

19.5 **Insurance and responsibility.** The license holder will carry the liquor liability insurance required in Section 30. Each Party and Vendor is responsible as the Law provides. Nothing in this Agreement moves to a guest or to the Planner a license holder's liability that the Law does not allow to be moved.

19.6 **Stopping service.** The license holder, the Venue or the Planner may stop service to protect people or follow the Law. No refund is due for drink service lawfully stopped for misconduct, except an amount a Vendor returns.

20. Music, entertainment and licenses

20.1 **Performance licenses.** The person named in Schedule A will make sure that the public performance of music at the Event is licensed. This may be covered by the Venue's, entertainer's or host's license from the performing rights societies, or by a direct license. If no person is named and the Event is a public or

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ticketed event, the Client will obtain the license before any music is played.

20.2 **Other uses.** A performance license does not necessarily cover recording, live streaming, synchronization with video, dramatic works, photographs, logos or film clips. A separate permission is required for any use that the Law reserves to the owner. The Planner does not give advice on whether an exception applies.

20.3 **Entertainers.** Each entertainer supplies its own lawful material and works under its own contract. The Planner coordinates arrival, sound check, power and cues. The Client approves the entertainer and gives notice of material that it does not want.

20.4 **Client and Vendor material.** Each Party confirms that the names, logos, artwork, text, music or recordings it supplies for the Event may lawfully be used in the agreed way. It will remove material promptly after a credible complaint.

20.5 **Noise.** Music ends at the time allowed by the Venue and the Law. The Planner may ask a performer to lower the sound or stop if a Venue or public official requires it.

21. Equipment, rentals and decor

21.1 **Owner.** Planner-owned decor and equipment listed in Schedule A (the "Planner Equipment") stays the Planner's property. It is hired for the Event period and is not sold, unless a Change Order clearly states a sale. Vendor rental items remain the Vendor's property.

21.2 **Care.** The Client will not move, alter, remove or misuse Planner Equipment. The Planner will deliver it in good, clean and safe condition and will check it when it is set up. A visible defect will be reported as soon as it is seen and corrected or replaced where reasonably possible.

21.3 **Return.** Planner Equipment will be available for collection at the end of the Event from a safe, accessible place. If the Client prevents collection, it will pay the reasonable hire value for the extra period.

21.4 **Loss or damage.** The Client pays the reasonable repair cost, or if repair is not sensible the depreciated replacement value, for loss or damage caused by the Client or its guests. No charge is due for ordinary wear, an existing defect, or loss caused by the Planner, the Venue, a Vendor or a Force Majeure Event. The Planner will give photos or other proof and an itemized claim within 14 days after the Event.

21.5 **Purchased goods.** When the Planner sells goods, title passes to the Client on payment and delivery, risk passes on delivery to the Venue into the Client's control, and Section 29 states the warranties. Custom or personalized goods that were ordered are charged at their real cost if the Client cancels, subject to Section 33.

21.6 **Client property.** The Planner may use the Client's decorations but does not buy or insure them. It will handle them with reasonable care.

22. Safety, security and special effects

22.1 **Priority.** Safety comes first. Either Party may stop or change an activity that creates an immediate risk of injury, serious damage or unlawful conduct. The Planner will notify the Client, the Venue and, when needed, emergency services.

22.2 **Capacity and exits.** The lawful capacity of each area will be followed. Exits, aisles, stairs, fire

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equipment, electrical panels and emergency access must stay clear and unobstructed. The floor plan will not place furniture, decor, cables or equipment in an exit route. The Planner may ask the Venue, a fire official or an engineer to confirm the layout.

22.3 **Security and medical plan.** Schedule A states the number, hours and role of licensed security guards, crowd staff, medical personnel and the responsible party. The Planner does not act as a guard. Local fire, building and police rules control the number and the training required.

22.4 **Electrical, structures and tents.** Qualified and, where needed, licensed persons install power, lighting, staging, rigging, trusses and tents. The Planner does not certify structures. The responsible Vendor will give load, anchoring, wind and fire information for the site.

22.5 **Open flame and effects.** Candles, fireworks, sparks, haze, lasers and similar effects need the prior written consent of the Venue and every permit that the Law requires. Only a licensed pyrotechnic operator with the needed explosives license or permit may supply or use fireworks or other explosive effects. The Planner does not buy or store explosive materials.

22.6 **Drones.** A drone may be used only by an authorized operator under aviation, Venue and local rules. It may not fly over guests or other people unless those rules allow it for that operation, and no guest may be made a "participant" merely by attending. The operator carries suitable insurance and may be stopped at any time.

22.7 **Weather and emergency plan.** Schedule C lists emergency contacts, the assembly point, the weather decision maker and the method of telling guests. The Planner will brief its team and the Vendors it coordinates.

22.8 **Incidents.** A Party will report an injury, theft, serious threat or property damage to the other as soon as reasonably possible, preserve relevant records and allow the insurers to inspect. No one is required to admit fault.

23. Accessibility and non-discrimination

23.1 **Shared commitment.** The Parties will follow the Laws that prohibit discrimination in a place of public accommodation, including on the ground of disability, race, color, religion or national origin, and any wider state or local protection. No service, seating or admission rule may be applied in a way that those Laws prohibit.

23.2 **Responsibility between the Parties.** The Planner is responsible for the accessibility of the layouts, registration pages and materials that it prepares. The Client is responsible for the Venue it selects, the admission policy it sets and the decisions it makes. Schedule A may allocate other tasks. This allocation decides who must act and pay between the Parties only. It does not remove a duty that a Party has to another person under the Law.

23.3 **Requests.** Invitations or registration will give a contact for access requests. The Parties will handle requests promptly, privately and without an extra charge where the Law prohibits one. Where the Law requires an auxiliary aid or service, such as a qualified interpreter, captioning or an accessible document, the responsible Party will provide it unless the Law excuses it.

23.4 **Access plan.** The layout will consider an accessible route, entrances, parking or drop-off, restrooms, seating with companions, sight lines, service counters, stage access and evacuation. Service animals are

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admitted as the Law requires.

23.5 **Budget.** A reasonable cost of accessibility is an Event cost unless it results from the Planner's failure to do assigned work. The Planner will tell the Client promptly about a known barrier, and the Parties will look for a lawful solution.

24. Ticketed events and registration

24.1 **When it applies.** This Section applies only if the Event is ticketed, sold to the public or uses attendee registration. Schedule A states the seller of record, the platform, the fees, the refund policy and the party that receives the sales.

24.2 **Total price.** Whoever offers, displays or advertises a ticket price will clearly and conspicuously show the total price, including every mandatory fee, and will show that total more prominently than other prices. A charge may be left out of the advertised total only if the Law allows it. Before payment, the seller will show the nature, purpose and amount of any excluded charge and the final amount. Promotional material prepared by the Planner must follow this rule, and the Client will supply correct fee information.

24.3 **Accessible tickets.** Accessible seats must be available during the same hours and stages, and through the same sales methods, as other seats, with equal opportunity to buy, as the Law requires.

24.4 **Refunds.** The refund policy must be shown before purchase. If the Event is canceled, or the Law requires a refund, the seller of record will pay it within the lawful time. The Planner does not use ticket money it holds to pay its Fee or an unrelated Vendor. It treats ticket money held for the Client as Client Funds.

24.5 **Attendee communications.** Marketing emails must include a working opt-out and a valid physical postal address, must use truthful headers and subjects, and must honor opt-outs as the Law requires. The Client will supply only lists it may lawfully use.

24.6 **Admission.** Admission rules, age limits, prohibited items and recording notices must be lawful and displayed before purchase or registration.

25. Photography, publicity and reviews

25.1 **Planner's portfolio.** The Client's choice on the Planner's use of Event photographs is: [Use of photographs by the Planner: _____]. Unless the Client consents there, the Planner may use no image that identifies the Client or a guest in advertising. Consent may be withdrawn for future use by written notice, and the Planner will stop new uses within ten Business Days.

25.2 **Guests and minors.** Each use will also follow the privacy, publicity and child consent Laws. The Planner will not publish the image, name or private details of a minor without the written consent of a parent or guardian.

25.3 **Vendors.** Photographers and videographers work under their own contracts. The Client must obtain from them the rights it needs, and the Planner may use their work only with their permission and credit.

25.4 **Recording and notices.** Recording, streaming or filming needs the Client's consent, the Venue's consent and any consent from performers or attendees that the Law requires. The responsible Party will display notice where needed.

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25.5 **Publicity.** A Party may mention the Event publicly only with the other's written consent, except for facts already public through no breach. The Planner will not disclose the location or time of a private event.

25.6 **Reviews. Nothing in this Agreement limits, penalizes or requires approval of an honest review, rating, comment, photograph or other assessment by the Client or a guest.** Neither Party asks the other to give up rights in a review. This does not prevent a legal claim for a statement that is unlawful under general law.

26. Design materials and intellectual property

26.1 **Planner materials.** The Planner keeps the ownership of its know-how, forms, templates, methods and works that it created before or outside this Agreement.

26.2 **Option chosen.** Ownership of the Deliverables created for the Event is: **[Ownership of Deliverables: _____]**. If the "Planner keeps" option is chosen, the Planner owns its original Deliverables and, when the related Fee is paid, the Client has a lasting, worldwide, royalty-free license to use and copy them for the Event, its records, its personal use, and later editions of the same event stated in Schedule A. The Client may share them with the Venue and the Vendors for the Event.

26.3 **Assignment option.** If the "Client owns" option is chosen, the Planner assigns to the Client its copyright in the Deliverables identified in Schedule A, effective when the Client has paid the Fee for them. The Planner will sign a further document that is reasonably needed. The Planner's earlier materials inside the Deliverables remain the Planner's, with a lasting license for the Client to use them as part of the Deliverables.

26.4 **Third-party content.** Stock images, fonts, floor plans and Vendor drawings remain subject to their owners' terms. The Planner will tell the Client if a limit affects the agreed use.

26.5 **No copying of designs.** The Client will not resell the Planner's unadapted design proposals to another planner. If the Client ends this Agreement before paying for a design, it may use it only after paying the Fee fairly due for it.

27. Confidentiality and guest data

27.1 **Duty.** A Party that receives the other's non-public business, financial, guest or personal information will use it only to perform or enforce this Agreement, protect it with reasonable care and share it only with people who need it and are bound to protect it.

27.2 **Exceptions.** Information that is public without breach, already lawfully known, lawfully received from another person or independently developed is not confidential. A Party may disclose what the Law or a court requires after notice where allowed.

27.3 **Guest data.** The Planner uses guest names, contact details, meal, access and seating information only for the Event. It will not sell the information or add guests to its marketing list without the lawful permission of those guests. It will use reasonable security, limit access and require similar care from its Vendors that receive the information from it.

27.4 **Retention and security events.** The Planner will delete or return guest data within [Retention of guest data: _____] after the final account, except records the Law requires or backup copies

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kept securely until normal deletion. If it learns of unauthorized access to guest data in its control, it will notify the Client promptly and cooperate with legally required notices.

27.5 **Protected conduct.** This Section does not stop a person from reporting a suspected violation to a public agency, making a legally protected disclosure, giving truthful testimony, or talking about wages or working conditions as the Law allows. It does not prevent anyone from speaking about a sexual assault or sexual harassment dispute. It does not limit the reviews protected by Section 25.

28. Independent contractor, staff and taxes

28.1 **Independent business.** The Planner is an independent contractor. The Client may specify the result, the approvals and the Event requirements. The Planner decides the manner, hours, sequence, tools and staff for the Services, subject to the agreed event times and safety rules. The Planner may serve other clients.

28.2 **Facts prevail.** The Parties intend this relationship and will act accordingly. A label does not decide a person's legal status. If the Law treats a worker as an employee, the Party the Law makes responsible will comply.

28.3 **Planner Team.** The Planner selects, directs, pays and is responsible for its team, including wages, payroll tax, workers' compensation and legally required benefits, to the extent the Law places those duties on it. Members of the Planner Team are not entitled to the Client's benefits.

28.4 **Tax information.** The Planner will give the Client a completed Form W-9 before the first payment if the Client asks. If the Client makes reportable payments in the course of its business, it will file the required information return, such as Form 1099-NEC, on time. The Planner pays its own income and self-employment taxes.

28.5 **No partnership.** This Agreement creates no partnership, joint venture, franchise or employment, and no agency except the limited agency in Section 15.

29. Standard of performance and warranties

29.1 **Standard.** The Planner will perform the Services with the skill and care of a competent event professional working on similar events, with honesty, and in accordance with this Agreement and the Law.

29.2 **Planner warranties.** The Planner warrants that it has the right to enter this Agreement, has suitable experience, will use qualified staff, and will not knowingly use a Deliverable that infringes the right of another person.

29.3 **Client warranties.** The Client warrants that it has the right to enter this Agreement, will use the Event only for lawful purposes and has the money or approval to pay.

29.4 **Correction.** The Client will report a fault in the Services promptly. The Planner will correct it at its own cost where correction is possible before or during the Event. If correction is not possible, the Client may claim a fair reduction of the Fee and any other remedy this Agreement and the Law allow.

29.5 **DISCLAIMER. EXCEPT AS THIS AGREEMENT STATES AND TO THE EXTENT THE LAW ALLOWS, THE PLANNER GIVES NO OTHER WARRANTY FOR THE SERVICES. FOR ANY GOODS THE PLANNER SUPPLIES, THE PLANNER DISCLAIMS THE IMPLIED**

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WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT APPLY WHERE THE LAW DOES NOT ALLOW IT, INCLUDING IN A CONSUMER TRANSACTION WHERE A WARRANTY CANNOT BE EXCLUDED. The warranties in Sections 29.1 and 29.2 are not disclaimed. The Vendor's own warranties for its goods pass through to the Client to the extent possible.

30. Insurance

30.1 **Planner.** During the Services the Planner will carry: (a) commercial general liability insurance of at least [General liability limits: _____]; (b) workers' compensation and employer's liability insurance if the Law requires it; (c) commercial automobile insurance if it uses vehicles for the Event; and (d) professional liability insurance of at least [Professional liability limit: _____], if that figure is completed.

30.2 **Client event cover.** The Client will obtain the Event insurance stated here: [Client's event insurance: _____]. The Client should decide with its insurance adviser whether to buy event cancellation cover. A lack of cancellation insurance does not increase the Planner's duties.

30.3 **Vendors.** The Client will require each Vendor that the Client hires to carry insurance suitable for its work, including liquor liability insurance for an alcohol provider and automobile insurance for a transport provider. The Planner will request proof where Schedule C lists the Vendor.

30.4 **Additional insured and proof.** Each Party will give a current certificate on request, and will add the other as an additional insured on its general liability policy where the insurer offers that endorsement and Schedule A requires it. A Party will give notice of cancellation or a material reduction as soon as it learns of it.

30.5 **No limit.** Insurance limits do not reduce a Party's duty except where Section 32 expressly uses them. A Party is responsible for its own deductible.

31. Indemnification

31.1 **By the Planner.** The Planner will defend and indemnify the Client against third-party claims for bodily injury, death, property damage or infringement to the extent caused by the negligence, willful misconduct or violation of Law of the Planner or the Planner Team.

31.2 **By the Client.** The Client will defend and indemnify the Planner and its team against third-party claims to the extent caused by the negligence, willful misconduct or violation of Law of the Client or a person for whom the Law makes the Client responsible, or by material or instructions that the Client supplied.

31.3 **Fair share.** Each Party bears only the share of loss caused by its own side. Neither Party indemnifies the other for the other's own negligence or willful misconduct. This Section does not require a defense or indemnity that the Law does not allow.

31.4 **Procedure.** The Party claiming indemnity will give prompt notice, allow the other to control the defense with qualified counsel, and cooperate at the other's reasonable cost. The indemnifying Party may not make a settlement that admits fault for, or imposes a duty on, the other without its consent.

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32. Limitation of liability

32.1 **Cap.** Subject to Section 32.3, each Party's total liability to the other under this Agreement is limited to the greater of (a) **[Liability cap: _____]** and (b) the proceeds of insurance that this Agreement requires and that covers the loss.

32.2 **Indirect loss.** Subject to Section 32.3, neither Party is liable for lost profits, lost sponsorship, lost business or similar indirect loss that was not reasonably foreseeable when this Agreement was signed. Reasonable replacement cost, refundable Fees, amounts due under this Agreement and the cost of properly mitigating loss are direct loss.

32.3 **Exceptions.** No limit in this Agreement applies to: (a) fraud, willful misconduct, gross negligence or a violation of Law whose liability cannot be limited; (b) bodily injury or death caused by negligence; (c) failure to return Client Funds, a lawful refund or a lawful tax; (d) a duty to indemnify a third-party claim; (e) misuse of confidential guest data; (f) the Client's duty to pay an undisputed Fee; or (g) a right or liability that the Law does not allow to be waived.

32.4 **No release of guests' rights.** A guest or attendee does not give up a legal right by attending. This Agreement does not release the owner or operator of a Venue from liability where the Law makes that release void.

32.5 **Mitigation.** Each Party will take reasonable steps to reduce its loss. A cap is applied after the reduction for the fault of the other Party and any recovery for the same loss.

33. Cancellation by the Client

33.1 **Notice.** The Client may cancel the Services for convenience at any time by written notice to the Planner. The notice counts from the day the Planner receives it. A cancellation under Section 34, 38 or 39 is governed by that Section and not by this one.

33.2 **Cancellation charge.** Because the Planner turns away other work for the Event Date and it is difficult to fix the actual loss from a lost date in advance, the Parties agree that the following share of the Fee is a reasonable estimate of the Planner's loss and not a penalty:

More than [First cancellation band: more than this many days: _____] days before the Event Date: [First cancellation charge: _____] of the Fee**[Second cancellation band in days: _____] days before the Event Date:** [Second cancellation charge: _____] of the Fee**[Third cancellation band in days: _____] days before the Event Date:** [Third cancellation charge: _____] of the Fee**Fewer than [Last cancellation band: fewer than this many days: _____] days before the Event Date:** [Last cancellation charge: _____] of the Fee

33.3 **Total.** The charge includes all work already done, and Schedule B may show it as a dollar amount. The Planner keeps no more than the charge, plus approved and nonrefundable expenses and Vendor commitments that it cannot cancel. Payments already made are credited. The Planner will refund any excess, or the Client will pay any shortfall, within 15 days after a written final account.

33.4 **Reduction.** If the Planner is hired for the Event Date to replace the Event, it will reduce the charge by the net fee earned from that work. It will take reasonable steps to rebook the date. If the Law requires a lower or different amount, that amount applies. A goods-related cancellation sum may be no more than

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is reasonable in light of the anticipated or actual harm.

33.5 **Vendor contracts.** The Client decides on and pays the cancellation of its own Vendor contracts under their terms. The Planner will help for up to [Hours of help after cancellation: _____] without an extra charge and will send each Vendor refund that it receives to the Client.

33.6 **Guest notices.** The Planner will help to tell guests and Vendors if the Client asks, but the Client must approve any public statement.

34. Consumer right to cancel

34.1 **When this Section applies.** This Section applies if: (a) the Client is a consumer buying primarily for personal, family or household purposes; (b) the Planner or its representative solicited the sale in person, even at the Client's invitation; (c) the Client's agreement or offer was made away from the Planner's place of business, whether at the Client's home or at another place; and (d) the price is $25 or more if made at the Client's residence, or $130 or more if made elsewhere, and no exclusion in the federal Cooling-Off Rule applies. State Law may give a longer or wider right, which also applies. The Planner will mark its understanding of whether this Section applies: [Does Section 34 apply?: _____]. The facts and the Law, and not that mark, decide whether the Client has the right.

34.2 **Cancellation right.** The Client may cancel this Agreement without penalty or obligation at any time before midnight of the third Business Day after the Signing Date. The cancellation notice may be any signed and dated written notice, or the form in Schedule E, mailed or delivered to the Planner's address. The Client does not need to give a reason.

34.3 **Planner's duties at signing.** The Planner will, at signing: (a) give the Client a fully completed copy of this Agreement in the language principally used in the sales presentation, showing the date and the Planner's name and address; (b) print the required statement in bold type of at least 10 points next to the Client's signature; (c) give two completed copies of Schedule E, in the same language, with the Planner's details, the transaction date and the last cancellation date filled in; and (d) tell the Client orally about the right. The Planner will not misstate the right.

34.4 **Refund.** Within ten Business Days after the Planner receives a valid cancellation notice, it will refund every payment, return any property traded in and cancel and return any signed note or other negotiable instrument. The Planner will also take the action required by the Law to end any security interest, and will tell the Client within that time whether it will collect or abandon delivered goods. The Client's duties about any delivered goods are stated in Schedule E.

34.5 **No work in the period.** Unless the Client asks in writing for urgent work and the Law permits it, the Planner will not spend Client Funds, order goods or sign Vendor contracts until the cancellation period has ended. The Planner will not transfer any signed note or other evidence of indebtedness to another person before midnight of the fifth Business Day after the Signing Date.

34.6 **No waiver.** This Agreement contains no waiver of this right and no confession of judgment. No cancellation charge under Section 33 applies to a cancellation under this Section. This Section prevails over any conflicting term.

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35. Postponement and rescheduling

35.1 **Request.** The Client may ask to postpone the Event once, in writing, at least [Notice needed to postpone: _____] before the Event Date. The Planner will say within five Business Days whether it is available for the proposed date and state the cost, if any.

35.2 **Same or later date.** If the Planner is available on a date within [Window for a new date: _____] after the original Event Date, the Fee already paid moves to the new date and the cancellation charge does not apply. The Client pays [Postponement fee: _____], plus documented nonrefundable costs and added Vendor charges that were approved in advance. The Parties will sign a Change Order with a new payment schedule.

35.3 **Planner unavailable.** If the Planner is not available, the Client may accept a qualified replacement that the Planner proposes, choose a different date or cancel. In a cancellation, the Planner will refund the Deposit and other payments, less only a fair amount for Services already performed and documented costs, which may not exceed the charge that would apply under Section 33.

35.4 **Short notice or second request.** A request made later than the notice period, or after an earlier postponement, may be refused or agreed on terms stated in a Change Order. A refusal does not cancel the Agreement.

35.5 **Planner postponement.** The Planner may not change the Event Date for its own convenience. Section 36 applies if it cannot perform.

36. Cancellation or substitution by the Planner

36.1 **Replacement.** If the lead planner cannot perform because of illness, injury, family emergency or departure from the business, the Planner will tell the Client promptly and propose a replacement with similar skill and experience at no added cost. The Client may reject a replacement only for a reasonable reason stated promptly.

36.2 **Planner cannot perform.** If the Planner cannot supply a suitable replacement, either Party may end this Agreement by notice. The Planner will deliver the files, contacts, contracts and planning documents that the Client needs, return Client Funds under Section 10, and refund all payments for Services not performed.

36.3 **Early notice.** The Planner will tell the Client as soon as it knows of a real risk that it cannot perform, so the Client has time to make other plans.

36.4 **Planner cancels without excuse.** If the Planner cancels without a ground in this Agreement, it will refund all payments for work that the Client cannot reasonably use, return Client Funds and pay the reasonable added cost of equivalent replacement services, subject to Section 32. The Client will act reasonably to limit that cost.

36.5 **No forced personal work.** A Party's remedy for a failure to perform personal service is money and other lawful relief. This Agreement does not require a court to force an individual to work.

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37. Weather plan

37.1 **Plan.** If any part of the Event is outdoors, the weather plan is: [Weather plan: _____]. It names the indoor place, tent or alternative date, the decision time, the decision maker and the cost.

37.2 **Decision.** The weather decision maker will decide by [Weather decision time: _____], after considering public forecasts, the advice of the Venue, the tent or structure Vendor and the Planner. If the decision is late or conditions change, either Party or the Venue may stop unsafe activity under Section 22.

37.3 **Cost.** The Client pays approved weather costs such as a tent, heat, cooling, flooring or a held indoor room. Ordinary rain or temperature that the plan can manage is not a Force Majeure Event and does not reduce the Fee.

37.4 **Structures.** A tent Vendor determines safe wind and anchoring limits. No Party may use a tent or stage beyond those limits.

37.5 **Cancellation for dangerous weather.** If an official order, the Venue or the plan's safety limit makes it unsafe to hold any reasonable version of the Event, Section 38 applies.

38. Force majeure

38.1 **Definition.** A "Force Majeure Event" is an event beyond a Party's reasonable control that prevents its performance and that it could not reasonably have avoided, such as a natural disaster, fire, dangerous weather, epidemic, war, terrorism, public-utility failure, Venue closure, or a government order that prohibits the Event. Lack of money, ordinary cost increase, low attendance and changed plans are not Force Majeure Events.

38.2 **Notice.** The affected Party will give notice as soon as reasonably possible, state the effect, use reasonable efforts to continue and resume when it can. Obligations that cannot be performed are suspended for the period of the event, but a duty to pay for Services already performed is not.

38.3 **Move or adapt first.** The Parties will discuss a virtual, smaller, relocated or postponed Event. If a new date within [Window for a new date: _____] is practicable and both agree, the Fee paid is moved and no change fee is due except documented added cost.

38.4 **If the Event cannot be held.** If the Event cannot reasonably be adapted or postponed, either Party may end the Agreement by notice. The Planner is then paid for the Services actually performed, using the stages in Schedule B or a fair share, plus approved noncancelable costs. It refunds the rest of the Fee, and returns the balance of Client Funds. No cancellation charge is due. The Client settles with each Vendor under the Vendor's contract.

38.5 **Law.** This Section states the Parties' own arrangement. Rights that the Law does not allow to be changed remain.

39. Default, cure and termination

39.1 **Default.** A Party is in default if it fails to pay an undisputed amount when due, does not do a material duty, gives materially false information, or becomes unable to continue because of insolvency, and does not cure after notice.

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39.2 **Cure.** The other Party will give written notice that explains the default. The defaulting Party has [Days to cure a default: _____] days to cure it, or a shorter reasonable time if the Event is near and the default cannot wait. No cure period is needed for fraud, violence, serious safety risk, misuse of Client Funds or a breach that cannot be cured.

39.3 **Suspension.** If a payment remains unpaid after the cure period, the Planner may suspend the affected Services after giving the Client a clear written warning. It will continue safety tasks and will not damage or withhold the Client's property, guest information or Client Funds. The dates extend reasonably.

39.4 **Termination.** If a material default is not cured, the other Party may end this Agreement by written notice. If the Client ends it for the Planner's default, the Client pays only for conforming Services of value and receives a refund of unearned payments, plus lawful loss. If the Planner ends it for the Client's default, it may recover the charge that would apply under Section 33 on that day, plus approved costs, without double recovery.

39.5 **After the end.** The Planner will stop spending, cancel what it lawfully may, send a status report, return property and Client Funds, and transfer Deliverables that have been paid for. Each Party will return or delete confidential information.

40. Conduct and stopping work

40.1 **Respect.** Everyone connected with the Event must be treated with respect. The Parties will not tolerate threats, violence, harassment, sexual harassment, unlawful discrimination, unwanted touching, illegal drugs or weapons that the Law or Venue does not allow.

40.2 **Response.** A person affected may tell the Planner's contact [Contact for conduct reports: _____] or the Client's representative. The Parties will take reasonable and prompt steps, which may include removal by Venue staff or licensed security, and will cooperate with public authorities.

40.3 **Right to stop.** The Planner may remove team members, or stop the Services in part or in full, where a threat, harassment or unsafe condition continues after it asks the Client's representative to act, or immediately where there is a serious risk. If the cause was the Client or its guests, the Planner keeps the Fee for the work performed and the reasonable charges for the remaining time of the Event Date. If the Planner's team was the cause, the Client pays no Fee for the time lost and keeps its other remedies.

40.4 **No retaliation.** Neither Party will penalize someone for a report made in good faith. The contract does not limit a person's right to bring a sexual harassment or sexual assault claim in court, even if it would otherwise be subject to arbitration.

41. Damage, lost property and cleanup

41.1 **Venue damage.** Each Party is responsible to the extent of the damage that it, its staff, its guests or a Vendor it hired causes. The Parties will photograph the space before and after use where practical and report damage without delay.

41.2 **Deposit to Venue.** The Client pays any Venue security deposit and receives its return. The Planner will help to answer an unfair claim using the photos and records it holds. The Planner is not a guarantor of guests.

41.3 **Lost property.** The Planner is not a keeper of guests' valuables unless it agrees in writing to hold an

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item. Found items are recorded and given to the Venue or to the Client's representative. The Planner will act with reasonable care for items it takes into its custody.

41.4 **Cleanup.** The Planner will leave the areas it uses free of its own materials. Rubbish removal, cleaning, recycling and the removal of hired goods are allocated in Schedule A. No confetti, nails, adhesives or items that the Venue forbids may be used.

41.5 **Abandoned items.** The Client will collect its property within [Days to collect property: _____] days after the Event. The Planner will give written notice before disposing of it, and may dispose of it only after a reasonable further time and as the Law allows.

42. Dispute resolution and attorney fees

42.1 **Talk first.** The Parties will first try to solve a dispute through a meeting or call between decision makers within ten days after written notice, and then, if both agree, with a mediator. This Section does not delay a lawful urgent court order or a filing needed to meet a deadline.

42.2 **Chosen method.** Unresolved disputes are decided by: **[Court or arbitration: _____]**. If the choice is blank or unclear, the courts in Section 43 decide the dispute. If arbitration is chosen, it will be administered by [Arbitration provider: _____] under its consumer or commercial rules that apply, with a neutral arbitrator, in the county of the Event or of a consumer Client's home, or by video.

42.3 **Small claims and limits.** Either Party may bring an eligible claim in small claims court instead. If the Client is a consumer, the Planner will pay the part of the arbitration fees that the applicable consumer rules place on the business. Each Party may obtain an interim court order to protect property or confidential information.

42.4 **Sexual assault and harassment.** An agreement made before a dispute to arbitrate, or to give up a joint or class action, does not bind a person who chooses to take a sexual assault or sexual harassment case to court.

42.5 **Attorney's fees.** The Parties choose: [Attorney's fees choice: _____]. If they choose an award of fees, the prevailing Party, and not only the Planner or the Client, may recover reasonable attorney's fees and costs as the Law allows. If they do not, each Party pays its own unless the Law requires otherwise.

43. Governing law and venue

43.1 **Governing law.** This Agreement is governed by the law of the State of **[State of governing law: _____]**, without regard to conflict rules that would choose another law, and by federal law that applies.

43.2 **Courts.** Subject to Section 42, the state courts in **[County for court proceedings: _____]** County, [State of governing law: _____], and the federal court for that place if it has jurisdiction, may decide a dispute. Each Party accepts that jurisdiction to the extent the Law allows.

43.3 **Consumer and worker rights.** A choice of law or court does not take away a protection that the Law of a consumer Client's home state, or of the state where the work is done, does not allow the Parties

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to waive. The Planner and Client will follow the required event, tax, health, alcohol and worker rules of the state where the Event takes place.

43.4 **Time for claims.** The time for a claim is set by the Law. This Agreement does not shorten it.

44. Notices

44.1 A formal notice is written and is sent to the address in the first section, or a new address given by notice, by hand, recognized courier, certified mail or email, with a copy to the other Party's main contact. A Schedule E notice may be sent as that Schedule states.

44.2 Notice by hand or courier is received on delivery. Certified mail is received on the day stated on the receipt or the third Business Day after mailing, whichever is first. Email is received when sent, unless the sender gets a failure message. A notice received after 6 p.m. is received on the next Business Day. This Section does not shorten the time to send a cancellation under Section 34; that notice is effective when mailed or delivered in time as the Law provides.

44.3 Day-to-day decisions may be given by email or the planning system. A text message may be used for the Event day and for confirmation, but not for a termination, a claim, or a change of address.

45. Assignment and subcontracting

45.1 **Assignment.** Neither Party may transfer this Agreement without the other's written consent, which will not be unreasonably withheld. The Planner may transfer it to the buyer of its whole business if the buyer takes on every duty and the Client is told in advance. If the Client reasonably objects to a replacement planner, it may end the Agreement and receive the unearned Fee.

45.2 **Subcontracting.** The Planner may use qualified subcontractors for tasks such as design, staffing or production, but not for the lead planner role without the consent of the Client. The Planner remains responsible for its subcontractors, pays them, and makes sure they have the required licenses and insurance.

45.3 **No third-party rights.** Guests, Vendors and other people have no right to enforce this Agreement except where the Law gives that right or a person is expressly protected by Section 31.

46. Amendment, waiver and entire agreement

46.1 **Amendment.** A change is valid only if it is written and signed or electronically approved by both Parties, except as Section 5 or 9 allows an urgent approval. An email that clearly states the change and shows the agreement of both Parties is enough for an event detail, but a change of Fee, date or Venue needs a Change Order.

46.2 **Waiver.** A delay in using a right is not a waiver. A waiver must be written and applies only to the matter stated. No waiver may remove a right that the Law does not allow a person to waive.

46.3 **Severability.** If a term is invalid or cannot be enforced, the rest remains. The invalid term is limited or replaced with the closest lawful term. If a limit of liability or a cancellation charge is invalid, it is applied to the greatest lawful extent.

46.4 **Entire agreement.** This Agreement and its Schedules contain the whole agreement about the Services. It replaces earlier quotes and discussions, but not a false statement on which a Party was

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entitled to rely or a legal duty.

46.5 **Interpretation.** Headings help reading only. Both Parties had the chance to review this Agreement, and it is not to be read against one Party merely because that Party wrote it, unless the Law requires that in a consumer contract.

47. Writing and electronic signatures

47.1 **Signed writing.** The Parties put their agreement in a signed writing. The Client and the Planner each keep a complete copy. A contract that cannot by its terms be performed within a year may need a signed writing under the Law of the state that applies.

47.2 **Electronic signatures.** The Parties may sign in counterparts and electronically. A signature or copy delivered as a PDF or through a signing service has the same effect as an original, and the Agreement may be kept electronically.

47.3 **Consumer records.** If the Law requires information to be given to a consumer in writing, the Planner will give it on paper or will first obtain the affirmative electronic consent that the Law requires, after giving the statements the Law requires about paper copies, withdrawal and needed equipment. A Client who has not given that consent, or who has withdrawn it, will receive paper copies.

47.4 **Schedule E copies.** Electronic delivery does not reduce the duty to give a Client covered by Section 34 the complete contract and two copies of Schedule E in the form and at the time that the Law requires.

48. Survival

48.1 Sections 10, 11, 12, 13, 16, 21, 25 to 33, 34, 38, 39, 41, 42, 43, 44, 46 and this Section continue after the Event or after this Agreement ends, together with any duty that by its nature must continue.

48.2 A duty that has already become due, a claim for an earlier breach and the duty to keep the records the Law requires also continue.

The Parties have read this Agreement, including the Schedules that apply, and sign it on the dates below.

Planner: [Planner's legal business name: _____]
Signature:
Name: [Planner's signer: _____]
Title: [Signer's title: _____]
Date: [Date the agreement is signed: _____]

If Section 34 applies, the following statement is part of this Agreement:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Client: [Client's full name or organization: _____]
Signature:
Name: [Client's signer: _____]
Title (if signing for an organization): [Client signer's title: _____]
Date: [Date the agreement is signed: _____]

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Second Client, if any: [Second Client: _____]

The statement below also applies only if Section 34 applies.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Signature:
Date: [Date the agreement is signed: _____]

Consumer Client, where Section 34 applies: I received one fully completed copy of this Agreement and two completed copies of Schedule E, and the Planner told me orally about my right to cancel.

Client's initials:
Second Client's initials (if any):

SCHEDULE A: EVENT DETAILS AND SCOPE

1. Purpose and goals of the Event: [Purpose and goals: _____]

2. Planning and design tasks included: [Planning and design tasks: _____]

3. Event-day tasks and team included: [Event-day tasks: _____]

4. Deliverables and due dates: [Deliverables and dates: _____]

5. Deliverables covered by an assignment, or later editions covered by a license, under Section 26: [Items assigned or licensed for later editions: _____]

6. Planner Equipment and decor supplied (item, quantity, condition): [Planner Equipment and decor: _____]

7. Permits and licenses: item, applicant, payer and deadline: [Permits and deadlines: _____]

8. Alcohol license holder and music license holder: [Alcohol and music license holders: _____]

9. Security, medical and crowd staff: role, number and hours: [Security, medical and crowd staff: _____]

10. Accessibility tasks and contact for requests: [Accessibility tasks and contact: _____]

11. Ticket terms, seller of record and refund policy (if ticketed): [Ticket terms: _____]

12. Additional insured endorsements: [Additional insured endorsements: _____]

13. Cleanup, waste, vendor meals and other assigned tasks: [Cleanup, meals and other tasks: _____]

A task in this Schedule may be changed only by a Change Order. A blank or "none" entry means the task is not included, except where a Section gives a default.

SCHEDULE B: BUDGET, FEES, PAYMENT AND CANCELLATION SCHEDULE

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1. Event Budget: [Event Budget total: _____]

2. Main budget lines (estimate, approved limit and who pays): [Main budget lines: _____]

3. Planner's Fee and how it is calculated: [Total Fee: _____], [How the Fee is calculated: _____]

4. Payments: Deposit [Deposit: _____] due [Deposit due date: _____]; second payment [Second payment: _____] due [Second payment due date: _____]; final payment [Final payment: _____] due [Final payment due date: _____]

5. Stages for a fair share of the Fee: [Stages of the Fee: _____]

6. Additional hourly rate: [Additional hourly rate: _____]

7. Mandatory charges, with amount, purpose, recipient and whether each is a gratuity: [Mandatory charges: _____]

8. Tax treatment: [Tax treatment: _____]

9. Approved reimbursable expenses and any markup: [Approved expenses: _____]

10. Payments the Planner makes from Client Funds: [Payments from Client Funds: _____]

11. Cancellation charges: More than [First cancellation band: more than this many days: _____] days: [First cancellation charge: _____]; [Second cancellation band in days: _____] days: [Second cancellation charge: _____]; [Third cancellation band in days: _____] days: [Third cancellation charge: _____]; fewer than [Last cancellation band: fewer than this many days: _____] days: [Last cancellation charge: _____]. Each percentage is of the Fee.

12. Postponement fee: [Postponement fee: _____]

13. Charge for extra Vendor coordination, if agreed: [Extra vendor coordination charge: _____]

The sum of the payments equals the Fee. A charge that does not appear here is not due unless a numbered Section of this Agreement or a Change Order states it.

SCHEDULE C: RUN OF SHOW AND VENDOR LIST

Part 1: Run of show

Load-in and Vendor arrival: [Load-in and Vendor arrival: _____]
Set-up complete and walk-through: [Set-up complete and walk-through: _____]
Guest arrival: [Guest arrival time: _____]
Opening or ceremony: [Opening or ceremony: _____]
Meal service: [Meal service: _____]
Program, speeches or performance: [Program or performance: _____]
Last alcohol service: [Last alcohol service: _____]

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Guest departure and end: [Event end time: _____]
Breakdown complete: [Breakdown complete: _____]

Part 2: Vendors

Vendor, trade, contact, arrival time, contract total and who signs: [Vendor list: _____]

Vendor contracts marked "Planner may sign": [Vendor contracts the Planner may sign: _____]

Vendors that must provide insurance certificates: [Vendors that provide certificates: _____]

Part 3: Emergency and weather details

Emergency contacts, assembly point and guest announcement method: [Emergency contacts and assembly point: _____]

Weather plan and decision maker: [Weather plan: _____]

Venue contact and access instructions: [Venue contact and access: _____]

The Planner may update the times in Part 1 under Section 6. An update does not change the Event hours, the Fee or the Event Budget.

SCHEDULE D: CHANGE ORDER FORM

This Change Order changes the Event Services Agreement dated [Date the agreement is signed: _____] between [Planner's legal business name: _____] and [Client's full name or organization: _____] for [Event name and type: _____]. Use one form for each change.

1. Change Order number and date: [Change Order number and date: _____]

2. Change requested and the reason: [Change and reason: _____]

3. Services, hours, staff, guest count or Deliverables added or removed: [Services or items added or removed: _____]

4. Fee change (increase, reduction or none) and new total Fee: [Fee change and new total: _____]

5. Event Budget change and new total: [Event Budget change and new total: _____]

6. New Event Date, Venue or payment dates, if any: [New date or payment dates: _____]

7. Vendor commitments, cancellation cost or credit: [Vendor commitments or credit: _____]

8. Last date to accept: [Last date to accept the change: _____]

The other terms of the Agreement remain in force. The change starts when both Parties sign or approve this form.

Planner (signature):
Date:

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Client (signature):
Date:

SCHEDULE E: NOTICE OF CANCELLATION

This Schedule is used only if Section 34 applies. The Planner fills in both copies, prints them in bold type of at least 10 points in the language of this Agreement, attaches them so they can easily be removed, and gives both to each Client at signing. If two Clients sign, each receives a further set of two copies. If state Law requires another form or a longer period, the Planner also uses that form or period.

COPY 1

NOTICE OF CANCELLATION

Date of transaction: [Date the agreement is signed: _____]

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Planner's legal business name: _____], at [Planner's street address: _____] NOT LATER THAN MIDNIGHT OF [Last day to cancel under Schedule E: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:
Buyer's signature:

COPY 2

NOTICE OF CANCELLATION

Date of transaction: [Date the agreement is signed: _____]

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS

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DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Planner's legal business name: _____], at [Planner's street address: _____] NOT LATER THAN MIDNIGHT OF [Last day to cancel under Schedule E: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:
Buyer's signature:

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