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EVENT PLANNER AGREEMENT

State of Alabama

BACKGROUND

A. This Event Planner Agreement is made effective as of the following date: _____,
by and between the following Party throwing the event (the "Client"):

of

and the following Party planning the event (the "Planner"):

of

B. *WHEREAS*, the Client desires to hire a professional event planner to coordinate and plan their scheduled event.

C. *WHEREAS*, the Planner is a professional event planner with the skills and expertise required to successfully plan an event.

NOW THEREFORE, in consideration of given as a condition of the Client hiring the Planner and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree to the following

terms:

I. DESCRIPTION OF EVENT.

1. Beginning on _____, the Planner shall begin planning an event of the following description (the "Event") for the Client:

2. The Event is scheduled to take place on _____ at the following start and end time:
_____.

3. The Event venue is still to be determined.

II. SERVICES PROVIDED.

4. The Client hereby agrees to engage the Planner to provide the Client with the following event planning services (the "Services"):

5. The Planner shall be responsible for booking a venue appropriate for the event. The venue shall be booked within _____ of the date the Event is scheduled to occur. The Client shall have final approval of the venue booked and the Planner shall provide them with sufficient notice to successfully book a satisfactory venue by the venue booking deadline.

6. The Planner shall be responsible for hiring all of the vendors necessary to work the event, with the Client having final approval over all vendors hired.

7. The Planner shall be responsible for providing all catering necessary at the event, with the Client having final approval over all food and beverages to be served at the Event.

8. The Planner shall arrive at the venue at an agreed-upon time to set up the event and meet any vendors at least three hours prior to the start of the Event.

9. The Planner shall work a reasonable number of hours sufficient to fulfill their obligations to the Client under this Agreement.

10. The Planner's employees, if any, who perform services for the Client under this

Agreement shall also be bound by the provisions of this Agreement.

III. DEPOSIT.

11. The Client will pay to the Planner a retainer fee in the amount of **\$2 (two US dollars)** (the "Deposit"), due upon signature of this Agreement. This Deposit shall only be refunded to the Client in the instance they cancel the Agreement prior to the no penalty cancellation date described in this Agreement.

IV. FEES AND PAYMENT.

12. For rendering the services as described in this Agreement, the Client agrees to pay the Planner a fixed fee of **\$2 (two US dollars)** (the "Fee").

13. The Client shall pay the Planner's fixed fee in the form of one lump sum payment, due upon completion of the services rendered and the termination of this Agreement.

14. For any payment that is not paid when due, the Client shall pay a late fee of **\$2 (two US dollars)**.

15. Payment shall be made to the following person/address:

16. Client shall reimburse the Planner for any direct expenses reasonably incurred by the Planner in fulfilling this Agreement, including photocopying, printouts, electronic data transfer, long-distance phone calls, parking, travel, and couriers. Said expenses will be presented to Client via an invoice prepared by the Planner and the Planner will make records and receipts related to said expenses available to the Client when and if necessary.

17. In addition to any other rights or remedies provided by law, the Planner may treat Client's nonpayment for services rendered by the Planner as a material breach of this Agreement and may cancel the Agreement or seek legal remedies as the Planner desires.

V. CANCELLATION POLICY.

18. The Planner reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to _____. In the event the Planner cancels the Agreement under the terms of this section, the Deposit will be returned to the Client promptly. Cancellation by the Planner later than _____ will require paying a penalty of \$2 (two US dollars).

19. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to _____. In the event of said cancellation, the Deposit will be returned promptly to the Client. Cancellation by the Client for any reason later than _____ will result in forfeit of the Deposit. Cancellation by the Client later than _____ will require payment of any outstanding balance of the full Fee to the Planner.

VI. PARTIES RELATIONSHIP.

20. It is understood by all Parties to this Agreement that the Planner is an independent contractor with respect to Client and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Planner.

VII. USE OF NAME AND IMAGE.

21. The Client's name and image, nor the name and image of any of Client's guests, may not be used or associated, either directly or indirectly, with any product or service without their prior written consent in the form of a signed photo release.

VIII. INDEMNIFICATION.

22. The Client and the Planner, at their own expense, shall indemnify, defend, and hold the other, its partners, directors, agents, and employees harmless from and against any and all third-party lawsuits, actions, or proceedings and any related costs and expenses, including attorney's fees, resulting directly and solely from the indemnifying party's negligence or willful misconduct.

23. Neither the Client nor the Planner shall be responsible for defending, indemnifying, or holding the other party, their partners, directors, agents, or employees harmless from and against any third-party lawsuits, actions, or proceedings that result from the negligence or wrongful acts of the party seeking indemnification or any third-party.

24. The Client and the Planner agree to give each other prompt written notice in the event of any claim arising to which they believe indemnification is relevant and necessary.

25. The indemnifying party shall have the right to defend against such claims with counsel that they have chosen and to settle such claims as they deem reasonable and appropriate.

26. The Client and the Planner agree to co-operate with each other in the defense of any such claims.

27. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

IX.

X.

XI. WARRANTY.

28. Planner shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar event planners on similar projects/work.

29. Planner shall not consume or use illegal substances or alcoholic beverages while performing their duties.

XII. DEFAULT.

30. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either Party.
- c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

XIII. REMEDIES.

31. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

32. This notice shall describe with sufficient detail the nature of the default.

33. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XIV. FORCE MAJEURE.

34. If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

35. The term Force Majeure shall include, without limitation, acts of God, pandemic, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

36. The excused Party shall use reasonable efforts under the circumstances to avoid or

remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

37. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

XV. PERFORMANCE.

38. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

39. Adherence to completion dates set forth in the description of the Services is essential to the Planner's performance of this Agreement.

XVI. ENTIRE AGREEMENT.

40. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

41. This Agreement supersedes any prior written or oral agreements between the Parties.

XVII. SEVERABILITY.

42. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

43. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVIII. AMENDMENT.

44. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XIX. GOVERNING LAW.

45. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XX. NOTICE.

46. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXI. WAIVER OF CONTRACTUAL RIGHTS.

47. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____, *Planner*

Date

_____, *Client*

Date