

EVENT PLANNING CONTRACT

1. **THE PARTIES.** This Event Planning Contract ("Agreement") is made on _____ by and between:

Planner: _____ with a mailing address of _____ ("Planner"), and

Client: _____ with a mailing address of _____ ("Client").

Planner and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **EVENT DETAILS.** The Planner agrees to provide event planning services in connection with the Client's event described as follows:

- a.) Type of Event: _____
- b.) Event Date(s): _____
- c.) Event Location: _____
- d.) Estimated Number of Guests: _____

Hereinafter known as the "Event."

3. **TERM.** This Agreement shall commence on _____ and shall continue until the Planner's services related to the Event are completed, unless earlier terminated as provided in this Agreement.

4. **SERVICES.** The Planner agrees to provide the following services (check all that apply):

- ☐ - **Venue Selection and Booking.**
- ☐ - **Vendor Sourcing and Coordination.**
- ☐ - **Budget Development and Management.**
- ☐ - **Event Design and Theme Development.**
- ☐ - **Timeline and Schedule Creation.**
- ☐ - **Guest List and RSVP Management.**
- ☐ - **Day-of Coordination.**
- ☐ - **Setup and Breakdown Supervision.**
- ☐ - **Other:** _____

Hereinafter known as the "Services."

5. **FEES.** In exchange for the Services, the Client agrees to pay the Planner: (check one)

- ☐ - **A Flat Fee.** A total of \$_____.
- ☐ - **Hourly Fee.** \$_____ per hour.
- ☐ - **Percentage of Event Budget.** _____% of the total Event budget.
- ☐ - **Other:** _____.

Hereinafter known as the "Fee."

6. PAYMENT SCHEDULE. The Fee shall be paid: (check one)

- ☐ - **Deposit & Balance.** A deposit of \$_____ is due upon execution of this Agreement, with the remaining balance due by _____.
- ☐ - **Installments.** The Fee shall be paid in installments as follows:

_____.
- ☐ - **Due in Full Upon Signing.**
- ☐ - **Other:** _____.

7. METHODS OF PAYMENT. The Planner's acceptable methods of payment are as follows: (check all that apply)

- ☐ - **Cash**
- ☐ - **Check**
- ☐ - **Credit Card**
- ☐ - **Bank Transfer**
- ☐ - **Other:** _____.

8. EXPENSES. Out-of-pocket expenses reasonably incurred by the Planner in performing the Services shall be: (check one)

- ☐ - **Included in the Fee.** No additional expenses will be billed to the Client.
- ☐ - **Reimbursed Separately.** The Client shall reimburse the Planner for reasonable, pre-approved expenses within _____ days of receipt of an itemized invoice.

9. VENDOR CONTRACTS. Contracts with third-party vendors for the Event (e.g., caterers, photographers, entertainment) shall be: (check one)

- ☐ - **Entered Into by the Planner,** acting as the Client's authorized agent, with the Client remaining solely responsible for all payments due under such vendor contracts.

☐ - **Entered Into Directly by the Client.** The Planner's role is limited to recommending and coordinating with vendors selected and contracted by the Client.

10. **CHANGES TO EVENT DETAILS.** Changes to the Event details described in this Agreement: (check one)

☐ - **CANNOT be Made.** Unless the Planner grants written consent, no changes may be made to this Agreement.

☐ - **Can be Made.** A change to the Event details is permitted no later than _____ days prior to the Event Date ("Change Deadline"). Changes requested after the Change Deadline may be subject to additional fees and are not guaranteed to be accommodated.

11. **CANCELLATION.** Cancellation of this Agreement shall be handled as follows:

a.) Cancellation by Client: If the Client cancels this Agreement: (check one)

☐ - **NO Refund.** Any Fee paid to date is non-refundable.

☐ - **Partial Refund.** The Client shall receive a refund of any Fee paid, less \$_____, provided cancellation occurs at least _____ days before the Event Date. Cancellations made within _____ days of the Event Date are non-refundable.

b.) Cancellation by Planner: If the Planner cancels this Agreement for any reason other than a breach of this Agreement by the Client, the Planner shall refund the Client any Fee paid.

12. **LATE FEES.** If a payment due by the Client is not made within the requirements of this Agreement, there will be: (check one)

☐ - **NO Late Fee.** There shall be no late fee due by the Client.

☐ - **A Late Fee.** The Client will be charged: (check one)

☐ - A Flat Fee. The flat fee is equal to \$_____ for each day payment is late.

☐ - Based on Interest. Interest at a rate of _____% per annum, compounding monthly, will be charged on the outstanding balance for each month or part thereof that the payment is late.

13. **INDEPENDENT CONTRACTOR.** The Planner is an independent contractor and is not an employee, partner, or joint venturer of the Client, except to the extent expressly authorized under Section 9 (Vendor Contracts). Nothing in this Agreement creates an employment relationship between the Parties. The Planner is solely responsible for the reporting and payment of all applicable taxes on income earned under this Agreement.

14. **INSURANCE.** The Planner is: (check one)

☐ - **NOT Required to Obtain Insurance.**

☐ - **Required to Obtain Insurance.** The Planner shall obtain, at their own expense, a Comprehensive General Liability Insurance Policy of not less than \$_____ covering bodily injury, property damage, and contractual liability in the aggregate.

a.) Additional Insured: The Client shall be named as an additional insured on this policy, and the Planner shall provide a Certificate of Insurance to the Client as proof of coverage before the Event Date.

b.) Certificate of Insurance: The Planner shall provide the Client with a Certificate of Insurance upon request and shall provide written notice at least 5 days before any cancellation or material change to the policy.

c.) Failure to Obtain Insurance: The Planner's failure to maintain or renew a required insurance policy may be considered a material breach of this Agreement, upon which the Client may, upon written notice to the Planner, terminate this Agreement.

15. HOLD HARMLESS. Each Party agrees to indemnify and hold harmless the other Party, and its respective agents, representatives, and employees, from and against any claims, losses, damages, liabilities, or expenses arising out of the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, except to the extent caused by the other Party's own negligence or willful misconduct.

16. FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent caused by circumstances beyond that Party's reasonable control, including but not limited to acts of God, natural disaster, government order, civil unrest, or other emergency ("Force Majeure Event"). If a Force Majeure Event prevents the Event from occurring as scheduled, the Parties shall work in good faith to reschedule the Event or otherwise equitably adjust the Fee and any amounts paid.

17. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

18. **SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

19. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of _____.

20. **ADDITIONAL TERMS & CONDITIONS.**

21. **ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Planner and Client.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Planner's Signature: _____ **Date:** _____

Print Name: _____

Title: _____

Client's Signature: _____ **Date:** _____

Print Name: _____

Title: _____