

# Event Planning Contract

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## EVENT PLANNING AGREEMENT

This Event Planning Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date") by and between:

[PLANNER NAME], a [ENTITY TYPE OR INDIVIDUAL] with principal place of business at [PLANNER ADDRESS] ("Planner"), and

[CLIENT NAME], a [ENTITY TYPE OR INDIVIDUAL] with principal place of residence/business at [CLIENT ADDRESS] ("Client").

Collectively, the Planner and the Client may be referred to herein as the "Parties" and each individually as a "Party."

### 1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 Services. The Client engages the Planner to provide event planning services for the event described below (the "Event") and the Planner accepts such engagement, subject to the terms of this Agreement. The Planner will provide the services set forth in Schedule A attached hereto ("Services"). Any Services not described in Schedule A must be agreed in writing per Section 5 (Change Orders).

1.2 Event Details. Event: [EVENT NAME/DESCRIPTION]

Event Date(s): [EVENT DATE] (include setup/teardown dates as applicable)

Event Location/Venue: [EVENT LOCATION / ADDRESS]

1.3 Standard of Performance. The Planner shall perform the Services in a professional manner consistent with industry standards and in compliance with applicable federal, state, and local laws, rules, and regulations.

### 2. TERM

2.1 Term. This Agreement commences on the Effective Date and continues until the completion of the Services or earlier termination in accordance with Section 11 (Termination), unless otherwise extended by written agreement of the Parties.

### 3. COMPENSATION; PAYMENT TERMS

3.1 Fees. Client shall pay Planner the fees set forth in Schedule B (Fees and Payment Schedule). Unless otherwise provided, fees are payable according to the schedule in Schedule B.

3.2 Deposit. A non-refundable deposit of [DEPOSIT AMOUNT] ("Deposit") is due upon execution of this Agreement to secure the Event date. Deposit amounts and terms are listed in Schedule B.

3.3 Balance. The remaining balance is due no later than [NUMBER] days before the Event Date or as specified in Schedule B.

3.4 Additional Costs. Client is responsible for third-party vendor costs, venue fees, permits, taxes, gratuities, travel, parking, shipping, and other out-of-pocket expenses incurred on Client's behalf ("Reimbursable Expenses"). Planner will obtain Client approval for any single expense exceeding [AMOUNT] prior to incurring the expense.

3.5 Late Payment. Any undisputed late payments shall accrue interest at the rate of [INTEREST RATE]% per month, or the highest rate permitted by applicable law, whichever is lower.

3.6 Taxes. All fees are exclusive of sales, use, value-added, excise, or other taxes. Client shall be responsible for all applicable taxes arising from this Agreement, excluding taxes based on Planner's net income.

#### **4. VENDORS AND SUBCONTRACTORS**

4.1 Engagement. Planner may engage third-party vendors or subcontractors to perform portions of the Services. Planner will remain responsible for the coordination and delivery of the Services.

4.2 Vendor Contracts. Contracts between Client and third-party vendors will be the responsibility of the party identified in each vendor agreement. Unless otherwise agreed, Planner is not responsible for vendor nonperformance beyond Planner's reasonable efforts to enforce vendor obligations.

#### **5. CHANGE ORDERS**

5.1 Written Changes. Any change to the Services, Event Date, or fees must be documented in a written change order signed by both Parties ("Change Order"). Change Orders may adjust fees, schedule, and applicable deadlines.

#### **6. CANCELLATION AND REFUNDS**

6.1 Cancellation by Client. If the Client cancels the Event, Client shall provide written notice to Planner. Refunds, if any, shall be determined as follows and are subject to reimbursement of non-recoverable third-party costs:

a) Cancellation more than [NUMBER] days before Event Date: refund of fees paid minus the Deposit and any non-recoverable expenses.

b) Cancellation within [NUMBER] days of the Event Date: no refund of fees; Client remains responsible for full payment.

6.2 Cancellation by Planner. If the Planner must cancel the Services for reasons other than Force Majeure, Planner will use commercially reasonable efforts to provide a replacement planner acceptable to Client. If no replacement is available, Planner will refund all fees paid for Services not yet rendered, and this will be Client's sole remedy for such cancellation.

6.3 Force Majeure. Neither Party shall be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including acts of God, government action, pandemics, strikes, inability to obtain permits, or severe weather ("Force Majeure"). Parties shall attempt to reschedule the Event in good faith. If the Event is canceled due to Force Majeure and cannot be rescheduled within [NUMBER] days, the Parties will negotiate a fair allocation of fees and expenses.

#### **7. INSURANCE AND PERMITS**

7.1 Insurance. Planner and Client shall each maintain at their own expense applicable insurance coverage, including commercial general liability and, if required, event liability insurance, and shall provide certificates of insurance naming the other Party and the venue as additional insured upon request.

7.2 Permits and Licenses. Client is responsible for obtaining all required permits, licenses, and approvals for the Event unless otherwise agreed in writing. Planner will assist in obtaining permits if requested and agreed.

#### **8. INDEMNIFICATION; LIMITATION OF LIABILITY**

8.1 Indemnification by Planner. Planner shall indemnify, defend and hold harmless Client and its officers, directors, employees, and agents from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) to the extent arising from Planner's gross negligence or willful misconduct in performing the Services.

8.2 Indemnification by Client. Client shall indemnify, defend and hold harmless Planner and its officers, directors, employees, and agents from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from (a) Client's breach of this Agreement, (b) Client's acts or omissions, and (c) third-party vendor contracts entered into by Client.

8.3 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS

NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PLANNER UNDER THIS AGREEMENT.

## **9. CONFIDENTIALITY**

9.1 Confidential Information. "Confidential Information" means non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential. Each Party agrees to protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

9.2 Exceptions. Confidentiality obligations do not apply to information that (a) is or becomes publicly known through no breach by the receiving Party, (b) is rightfully received from a third party without restriction, (c) was known prior to disclosure, or (d) is independently developed.

## **10. INTELLECTUAL PROPERTY**

10.1 Ownership. Unless otherwise agreed in writing, Planner retains ownership of its pre-existing templates, tools, methods, designs, and intellectual property used in performing the Services. Client will own any Client-specific deliverables paid for in full, except where third-party ownership applies.

10.2 Use License. Planner grants Client a non-exclusive, non-transferable license to use the deliverables for the Event and related promotional purposes, provided Client complies with payment obligations and this Agreement.

## **11. TERMINATION**

11.1 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within [NUMBER] days after receiving written notice describing the breach.

11.2 Effect of Termination. Upon termination, Client shall pay Planner for Services performed and non-recoverable expenses incurred up to the termination date. Sections 3, 6, 8, 9, 10, 12 and 13 shall survive termination or expiration of this Agreement.

## **12. DISPUTE RESOLUTION; GOVERNING LAW AND VENUE**

12.1 Negotiation. The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between senior representatives of the Parties.

12.2 Mediation/Arbitration. If negotiation fails, the Parties agree to [choose one: MEDIATION followed by BINDING ARBITRATION / BINDING ARBITRATION] in [COUNTY], [STATE], under the rules of the American Arbitration Association (or other agreed forum). The arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction.

12.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict of law principles.

## **13. NOTICES**

13.1 Method. All notices required or permitted under this Agreement shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier to the addresses set forth above or to such other address as a Party may designate by written notice.

13.2 Effective Date. Notices are effective upon receipt.

## **14. INDEPENDENT CONTRACTOR**

Planner is an independent contractor and not an employee, agent, or legal representative of Client for

any purpose. Planner has no authority to bind Client except as expressly provided in writing.

### **15. ASSIGNMENT**

Neither Party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other Party, except that Planner may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all Planner's assets.

### **16. COMPLIANCE WITH LAWS**

Each Party shall comply with all applicable laws, regulations, and venue rules applicable to its performance under this Agreement.

### **17. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' intent.

### **18. ENTIRE AGREEMENT; AMENDMENT**

This Agreement, including all Schedules and executed Change Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements. This Agreement may be amended only by a written instrument signed by both Parties.

### **19. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. Signatures transmitted electronically (including scanned and emailed signatures) shall be deemed originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

#### **PLANNER:**

[PLANNER NAME]

By: \_\_\_\_\_

Name: [PLANNER REPRESENTATIVE NAME]

Title: [PLANNER REPRESENTATIVE TITLE]

Date: [DATE]

#### **CLIENT:**

[CLIENT NAME]

By: \_\_\_\_\_

Name: [CLIENT REPRESENTATIVE NAME]

Title: [CLIENT REPRESENTATIVE TITLE]

Date: [DATE]

### **SCHEDULE A — SERVICES**

(Describe in detail the Services to be provided, including planning, coordination, day-of management, vendor selection, timelines, meetings, deliverables, site visits, and any exclusions.)

- Services:

- [SERVICES DESCRIPTION]
- [NUMBER] planning meetings
- Vendor coordination for: [VENDORS LIST]
- Event timeline and run-of-show

- On-site event management from [START TIME] to [END TIME]
- Setup and teardown responsibilities: [SPECIFY]

- Exclusions:
- [EXCLUSIONS]

### **SCHEDULE B — FEES AND PAYMENT SCHEDULE**

- Total Fee: [TOTAL FEE AMOUNT]
- Deposit: [DEPOSIT AMOUNT] due upon signing (non-refundable except as expressly provided)
- Payment Schedule:
  - [PERCENTAGE]% ([AMOUNT]) due on or before [DATE or DAYS BEFORE EVENT]
  - Remaining balance of [AMOUNT] due [NUMBER] days prior to Event Date
- Reimbursable Expenses: Client will reimburse actual costs for [LIST EXPENSE TYPES]

#### OPTIONAL ADDITIONAL PROVISIONS (customize as needed):

- Travel and Accommodation: Planner's travel and lodging shall be paid by Client when Event location is more than [MILEAGE] miles from Planner's office.
- Photographer/Media Release: Client grants Planner permission to use photographs and videos of the Event for Planner's promotional materials unless Client opts out in writing.
- Alcohol Service: Client is responsible for compliance with laws and venue policies regarding alcohol; Client shall engage licensed caterer/bartender for alcohol service and ensure necessary permits and insurance.

[END OF DOCUMENT]

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