

## EVENT COORDINATOR AGREEMENT

This Agreement is made effective as of September 23, 2013, by and between ELEGANT EVENTS BY J&S and Client's Name(s): Jeanne Rodriguez and Jonathan Martinez (client R208). In this Agreement, the party who is contracting to provide services shall be referred to as ELEGANT EVENTS BY J&S and the party who will be receiving the services shall be referred to as "Client(s)".

ELEGANT EVENTS BY J&S requires that all vendors be selected from their list of preferred caterers, rental agencies, print companies, wedding officiates, ministers, musicians, bands, DJ's, on-site childcare providers, entertainment, photographers and cinematographer, pastry chefs, hotels, lodges and private estate properties, unless specified and agreed upon by the parties of this agreement. These vendors and service providers have demonstrated superior professionalism and service contributing to the development of a successful business relationship with ELEGANT EVENTS BY J&S and all of their clients. Accommodations may be made to accept outside vendors on a limited basis. In this event, ELEGANT EVENTS BY J&S will not be liable for damages due to the act(s) of the outside vendor.

The Client or agent of the Client represents that the Client plans the Wedding and Reception (event) to take place on the exact date of July 11, 2014 (date) for 80-100 (guests) and they desire to have event planning, coordination, and related products and services provided by ELEGANT EVENTS BY J&S. Therefore, the parties agree as follows:

1) **DESCRIPTION OF SERVICES:** ELEGANT EVENTS BY J&S will provide the following event planning, event coordination, on-site decorating, and/or other related products and services (initial each applicable service):

- Event Planner Personal Assistant Services: Consultation, Coordination & On-site Management on the day of the event.
- Needs Assessment & Consultation: Initial meeting with you to discuss & define the fundamental objective underlying your investment of time, energy and resources required to produce the event, and subsequently provide you with an event framework that most directly, efficiently and effectively achieves these objectives.
- Speaker Coordination: Gather pertinent information relative to any/all speakers for this event, including speaker applications, biographies, registrations, photos, and contact information used to create the marketing collateral for your event. Oversee speaker-related travel itineraries, accommodations, contracts and compensation (if needed).
- Scheduling: Manage schedules to ensure that the VIP (you) arrives on time to meetings and events relative to your Wedding and Reception (event). Scheduling duties include booking events, making arrangements and managing daily meetings with vendors and their support staff. Upon request, the Event Coordinator may attend as your representative for an additional fee.
- Correspondence: Review and respond to the correspondence that you receive relative to your Wedding and Reception (event).
- Research: For an additional fee, may compile research on an upcoming event, travel destination, project or business entity.
- Document Preparation: This can include creating documents, spreadsheets or presentations that you may use for your event.
- Project Management: May direct the Wedding and Reception (event) and assign duties to other support staff members on a separate project, if needed. An additional fee and a separate agreement are required for this service.
- Photographer and Cinematographer: Consultation, Coordination & On-site Management on the day of the event.
- Venue: Selection Assistance, Consultation & On-site Management provided.
- Floral/Decorations (Silk Only): Consultation, Coordination & On-site Management on the day of the event.
- Formal Wear: Applicable to Weddings & Receptions and Formal Events Only.
- On-Site Decorating or Set Up/Take Down: Consultation, Coordination & On-site Management on the day of event.
- Rentals: Consultation, Coordination & On-site Management on the day of the event.
- Music and Entertainment: Consultation, Coordination & On-site Management on the day of the event.
- Transportation: Consultation, Coordination & On-site Management on the day of the event.
- Catering: Consultation, Coordination & On-site Management on the day of the event.

\_\_\_\_\_ Ceremony (if applicable): Applicable for Weddings/Receptions Only

\_\_\_\_\_ Wedding Officiate (if applicable): Applicable to Weddings/Receptions Only

\_\_\_\_\_ Wedding/Reception Coordination (if applicable): Consultation, Coordination & On-site Management the day of the event.

## **2) COMPENSATION FOR SERVICES:**

(a) The Client(s) or agent for the Client(s), agree to pay an initial non-refundable retainer of \$500 and a \$500 non-refundable deposit for floral expenses. This payment serves as a retainer, and is due and payable at the time of contract signature. The client agrees to pay their consultant with ELEGANT EVENTS BY J&S a total of 15% of the event total after all fees, services, and taxes are applied and are payable in full at the time of full payment or monthly with installment payments.

(b) The remaining payment of \$12,000 will be due within 8 MONTHS of execution of this contract. All subsequent charges will be billed within 3 days of occurrence, and will be due within 7 days of receipt of said billing. This billing will include required deposits for all additional services required, payment for additional coordination/consultation time at a rate of \$75 per hour and additional expenses incurred for phone, postage and shipping, etc. All remaining balance must be paid within 10 days of the Client's event. All subsequent expenses incurred will be billed within 7 days of the conclusion of the event. Billable coordination time includes additional time spent both on behalf of the Client(s) and time spent in communication with the Client(s) or their agents, vendors or guests. In-house installment payment terms are bound by a separate contract.

(c) ELEGANT EVENTS BY J&S offers affordable payment plans. For clients that choose to pay in full within 30 days of the event booking, they may receive up to 3% off of the entire event balance. ELEGANT EVENTS BY J&S also offers financing through PayPal Bill Me Later® (must apply through PayPal) and through in-house financing (subject to terms and conditions and a separate contract).

(d) Payments may be made via cash (up to \$2,000), credit or debit card (subject to 2.75% to 4% convenience fees), or PayPal.

## **UNDER NO CIRCUMSTANCES ARE CHECKS OF ANY KIND ACCEPTED**

## **3) DATE CHANGES:**

In the event the Client(s) are forced to change the date of the Event, every effort will be made by ELEGANT EVENTS BY J&S and staff to transfer location reservations, sub-contractors and the Event Coordinator's support to the new date. The Client(s) agree that in the event of a date change any expenses including, but not limited to deposits and fees, which are non-refundable and non-transferable are the sole responsibility of the Client(s). There may also be additional charges above and beyond those set forth in paragraph 2 above. The Client(s) further understand that last minute changes can impact the quality of the event and that ELEGANT EVENTS BY J&S is not responsible for these compromises in quality.

## **4) CANCELLATIONS:**

Due to the nature of this business, all monies paid to ELEGANT EVENTS BY J&S is non-refundable for any reason. In the event of a cancellation all payments made to date are non-refundable and all outstanding payments, up to the full remaining event balance, will be due immediately.

## **5) REMEDIES:**

In the event ELEGANT EVENTS BY J&S is unable to collect the required payments for any reason the following may apply:

(a) Day 1-5: A late fee of 15% of the payment will be incurred;

(b) Day 6-10: All coordination efforts will cease;

(c) Day 11: All location and sub-contractor reservations made on behalf of the Client(s) will be canceled and collection efforts for any remaining debt to ELEGANT EVENTS BY J&S will commence.

## **6) ACCOMMODATIONS:**

The Client(s) agrees that any property retained by ELEGANT EVENTS BY J&S on behalf of the Client(s) may require a separate contract.

## **7) OUTDOOR LOCATIONS:**

The Client(s) understands that ELEGANT EVENTS BY J&S may provide certain outdoor locations by special permit from the federal government or state agencies. The Client(s) agree that they and their invited guests will abide by the permit requirements while on federal land. ELEGANT EVENTS BY J&S is operated in accordance with the USDA policy which prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, and or national origin.

**8) ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties except as noted in any paragraph above, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**9) AMENDMENT:**

This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties.

**10) RELEASE OF LIABILITY:**

(a) The clients agree to waive, release, and discharge from any and all liability, including but not limited to, liability arising from the negligence or fault for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to the client or any guest, including travel to and from this event, ELEGANT EVENTS BY J&S, its employees, volunteers, representatives, and agents, event holders, event sponsors, or any other representative associated with ELEGANT EVENTS BY J&S.

(b) The clients indemnify, hold harmless, and promise not to sue ELEGANT EVENTS BY J&S or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. The clients agree that ELEGANT EVENTS BY J&S, its employees, volunteers, representatives, and agents, event holders, event sponsors, or any other representative associated with ELEGANT EVENTS BY J&S are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of ELEGANT EVENTS BY J&S.

(c) The clients acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. The clients hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. The clients understand that at this event or related activities, they and their guests or on-lookers may be photographed. The clients agree to allow photo, video, or film likeness to be used for any legitimate purpose by ELEGANT EVENTS BY J&S. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**11) WAIVER OF CONTRACTUAL RIGHT:**

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.

**12) APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of Florida.

**Services Provided By:**

ELEGANT EVENTS BY J&S

Signature of Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

**Responsible Party Receiving Services:**

Client or Client's agent financially responsible for all the above

Name (printed): \_\_\_\_\_ Client Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Credit Card Information: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_