

Sample Contract

This is a general contract I use for simple parties. If your planner's contract is already leaving you confused or if you are working with someone informal and want to draft an agreement, this should be a helpful point of reference.

This Special Event Consultant Agreement (“Agreement”) is entered into by and between (“Client”) and Mindy Weiss Party Consultants (“MWPC”)

1. SERVICES. Client desires to hold a special event and MWPC agrees to provide professional event planning consulting services for this event.

2. TERMS. MWPC agrees to provide Client with eighty (80) hours of consulting services for a base price of _____ dollars (\$ ____). Services provided by representatives of MWPC in excess of the base number of eighty (80) hours will be paid by Client, in addition to the base fee, at the rate of _____ dollars (\$ ____) per hour. The above base fee includes three experienced and qualified representatives from MWPC at the event from commencement to completion of the event. The representative will be Mindy Weiss and/or a representative unless otherwise agreed to with Client. MWPC will provide design concepts for the event and develop and implement a schedule for the event. All costs and expenses incurred by MWPC for planning events outside the Los Angeles limits as defined by MWPC, including but not limited to, long distance telephone bills, travel, daily per diem, and lodging, will be paid for by Client. Lodging for MWPC staff shall not exceed a daily rate of _____ dollars (\$ ____) per night unless agreed upon with Client.

3. FEES AND DEPOSIT. A non-refundable deposit equal to fifty percent (50%) of the base consulting fee is to be paid upon execution of this Agreement. The full balance of the unpaid base consulting shall be received by MWPC no later than ten (10) days prior to the date of the event. If the event is held outside the Los Angeles limits, the full balance shall be received by MWPC within ten (10) days prior to the event or prior to MWPC's departure for the event, whichever is sooner. At the time the balance is paid in full to MWPC, Client shall also pay for the estimated costs of travel and lodging, if the same are required by MWPC. The actual costs and expenses incurred for events held outside the Los Angeles limits will be determined upon completion of the event. For all weddings, fees exclude consulting services for bridal showers and engagement parties unless specifically included in base fee by MWPC and Client. Rehearsal dinners and brunches are included in the coordination fee.

4. INDEMNITY. Client agrees to indemnify, defend and hold harmless MWPC and Mindy Weiss including their officers, directors, employees, agents and heirs and assigns, from any and all liability, costs, damages and attorneys' fees resulting from or relating to any claims in

any way connected with this event, except to the extent of any negligence or misconduct by MWPC, its employees or agent. This indemnity, defense and hold harmless provision extends to any damages caused by the Client or the Client's guests or attendees in connection with the event.

5. VENDORS. MWPC agrees to recommend vendors for such needs as rentals, catering, floral design, photography and entertainment; assist in vendor selection; assist in negotiations with vendors if desired by Client; and supervise vendor performance at events. However, the final selection in hiring any vendor is at the sole discretion and responsibility of the Client. MWPC assumes no responsibility in any way for any negligence, non-performance or other misconduct by hired vendors. Each vendor contract with Client will be subject to review and approval by Client.

6. LOSS BY GUESTS. MWPC assumes no responsibility for damages or losses incurred by the Client or Client's guests or attendees at the event. MWPC also assumes no responsibility for any food, beverages, floral arrangements, décor or items, either personal or professional, or any other items whatsoever brought by anyone to the event prior to, during, or after the event. Client agrees to be solely responsible for all guests and attendees at the event and the acts of the guests and attendees. Client agrees to pay for any and all damages arising out of the event, except to the extent of any negligence or misconduct by MWPC, its employees or agents.

7. INTERVENTION OR TERMINATION OF EVENT. If MWPC is unable to provide services under this Agreement for reasons outside of its control; including but not limited to termination of the event by the Client, for any reason including bad weather conditions; acts of God; or government intervention, Client will not be entitled to any refund of the consulting fees due under this Agreement.

8. LIMITATIONS ON DAMAGES. In any action or legal proceeding of any kind brought by Client against MWPC for any alleged negligence or any other form of misconduct on the part of MWPC, its employees, or agents in connection with a claim for any failure to provide consulting services or for providing consulting services in a matter unsatisfactory to Client under this Agreement, in no case shall MWPC's liability exceed the amount paid by Client under this Agreement.

WITH THE SIGNATURES OF THE PARTIES HERETO, THIS DOCUMENT BECOMES A BINDING LEGAL INSTRUMENT

Client

Date

Mindy Weiss Party Consultants