

EVENT PLANNING AGREEMENT



DRAFTED
LEGAL

Event Planning Agreement Overview

WHAT IT IS: This is an agreement between you and your client that outlines the terms of your relationship.

WHAT IT DOES: This agreement sets expectations and outlines terms for you and your client. By signing this agreement, you and your client are literally “on the same page” when it comes to working together. Among other things, this agreement:

- Contains important details including date of events, needs, number of attendees, special requests, payment terms, your responsibilities as Event Planner, and the client’s responsibilities
- Limits your liabilities (that is, it protects you and your business legally and financially)
- Provides protocols for changing the scope of work, termination of the agreement, and more
- Provides you recourse (e.g., in the event you need to collect payments)
- Ensures that any legal action brought against you will be handled in the state in which you reside so that you’re not required to fly across the country if a client on the other coast sues you and you have to appear in court

WHY YOU NEED IT: To help prevent misunderstandings and disagreements with your clients. When you’re both crystal clear about what to expect, there’s less chance of confusion, and if there is a disagreement, you can refer back to the agreement to determine what to do about it. Without a signed agreement like this in place, you may not be able to call collect attorney’s fees or even enforce basic provisions of the deal.

WHEN TO USE IT: Every time you sign on a new client.

Clause-By-Clause Explanations and Instructions

Editing Instructions: The first time you go through the template, customize it to your business according to the instructions below. Sections that should be filled in, altered to suit your needs, or deleted if they're not applicable to you are in **red**. Leave the signature section at the bottom and the **[Client Name]** in the recitals (the part between the title and the sections) blank for now. Then save the document – this will be *your* template going forward. Each time you bring on a new client, use your template and update the recitals with the client's name where it says **[Client Name]**.

THE TITLE

On the top of the page, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line.

THE RECITALS

In the part between the title and the numbered sections, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line. When you bring on a new client, insert the client's name where it says **[Client Name]**. Client Name can be an individual, business name, or LLC. The remainder of the Agreement uses the word “Client” throughout.

1. Services

Purpose: The services clause defines the scope of work needed to complete a project or set of services. The details of your scope of project will be outlined in Schedule A, Proposal, at the bottom of the Agreement. This allows you to keep this template as your main agreement then tailor your services to each client based on your estimate or proposal that you would send them.

Instructions: Customize this either as an estimate, proposal, or by inserting services within the clause 1.

2. Fees

Purpose: The fees clause expressly states your monetary rate in exchange for services as well as when and how those fees are due. There is also a clause here if you will be invoicing and to provide for late fees. This helps give your clients the urgency they sometimes need to go ahead and make the payment.

Instructions: Are you charging by the hour, week, or by project? Explain how and how much you will charge your clients for your services. Make sure to specify if you're operating hourly, weekly, by project, or by some other method. Explain your invoicing policy in detail. If you bill by the hour, see the alternate clause language at the end.

3. Termination

Purpose: Sometimes, business relationships just don't work out. Termination clauses provide parties with a legal way out of the deal. This clause also allows your client to terminate the agreement with written notice, and it allows you to both terminate immediately if it's mutual.

Instructions: Update the hourly rate as needed. Review the termination schedule to ensure it's consistent with your business and be sure to include a total estimated fee in the Schedule A so that you have a fee to go on if there is a termination.

4. Subcontractors

Purpose: Sometimes you need a little extra help on a project. This clause allows you to utilize subcontractors on Company projects if needed without having to get client approval.

Instructions: None.

5. Limitation of Liability

Purpose: The limit of liability clause ensures that your Client will not bring any claims against your company related to your company's participation in contracted services. This clause is extremely friendly to the protection of your company and serves as a release from liability against your Client.

Instructions: None.

6. Confidentiality

Purpose: Under this confidentiality provision, your company cannot disclose your client's confidential information. And the Client cannot disclose your information either. Confidential information is not limited to banking information or launch dates but to any and all information that is not readily available to the public. This clause places the duty to identify confidential information as such on the Client.

Instructions: None.

7. Indemnification

Purpose: An indemnification clause assures that your clients will defend your company against all claims brought against you related to the services performed for your client. To indemnify means to "defend" or "hold harmless," so here, the client agrees to cover your losses if they do something that causes you harm or causes a third party to sue you. Think of this clause as your safety net against claims brought against your company.

Instructions: None.

8. Independent Contractor

Purpose: This clause expressly states that your company serves as an independent contractor of the client. This is needed to clarify that you are not working as an employee of the client.

Instructions: None.

9. Failure to Perform

Purpose: As a business owner, you can potentially run into situations where you're not able to fulfill your end of the deal with your Client. As listed in the contract, sometimes illness or acts of God (earthquake, flooding, pandemic, etc.) make your obligations impossible to be completed. Under this provision, you can not be held liable if you can't perform for the reasons listed. This is commonly referred to as a force majeure clause.

Instructions: None.

10. Non-solicitation

Purpose: This clause ensures integrity between your company and your client that your client will not steal employees out from under you within a one-year period of termination of the contract.

Instructions: None.

11. Non-disparagement

Purpose: This clause is designed to protect you from your clients disparaging you, your employees, and/or your company whether it be to other potential clients directly or online.

Instructions: None.

12. Severability

Purpose: The severability clause allows the main part of the contract to remain in effect even if certain clauses are illegal or unenforceable. On the off chance that a clause is unenforceable, this provision guarantees that one bad clause does not break or “sever” the deal completely. This is one of those “boilerplate” clauses that’s really important.

Instructions: None.

13. Waiver

Purpose: In the case that your company or your client desires to waive or modify a section within this contract, you may do so, but it must be in writing and signed by both parties. This prevents the failure to enforce a section of the agreement one time from coming back to undermine its enforceability later on. This is another boilerplate clause that’s very important to include in a Client Agreement.

Instructions: None.

14. Prevailing Party

Purpose: If there’s a dispute that requires retaining attorneys, whoever prevails from the dispute will be reimbursed for their attorney’s fees. This clause is incredibly important, as it makes it more cost effective should you need to retain an attorney, because now your Client may have to reimburse you for legal fees.

Instructions: None.

15. Governing Law

Purpose: This clause clarifies what laws will govern this contract. Contract laws vary state-to-state, so the contract must clarify what state laws govern this particular agreement.

Instructions: Replace [State] with your state and county of your company’s primary location.

16. Entire Agreement

Purpose: The purpose of this clause is to ensure that all of the terms and conditions of your agreement with your client are set out in a single contractual document. An entire agreement clause promotes certainty of obligations and prevents either party from relying on conversations or preconceived notions outside this contract.

Instructions: None.

17. Dispute Resolution

Purpose: This sets out a detailed protocol if there is a dispute. This scheme is designed to start with mediation (a voluntary negotiation process) and then end in arbitration (where an arbiter is used to make the final determination instead of a jury using the normal court system). This can save you lots of money on legal fees.

Instructions: Replace [County, State] with your state and county of your company's primary location. This is where your mediation or arbitration will take place.

18. Electronic Signature and Counterparts

Purpose: To allow you and your client to sign this agreement with the same power and authority as signing in person.

Instructions: None.

SIGNATURE BLOCK

Purpose: To clarify who is obligating themselves to these terms and also to actually take the final step in reaching agreement. All of your hard work does little good when you go to collect on an unpaid invoice if you do not have a signed copy of this agreement, so be sure to **get it signed and keep a copy**.

Instructions: Lastly, insert your business name, name of owner/president, and name of client in the signature block. For job title, be sure to include your title (e.g. Member, President, Manager, CEO, etc) as it denotes that you are signing on behalf of the company and not individually.

Pro Tip: Every time you sign something for the business, it is important to always sign your name as a representative of the LLC and not just individually. This maintains the liability protection you're getting with your LLC. For example, sign: "Wesley Henderson, Member" (or otherwise designate you are signing on behalf of the LLC and not as an individual). Finally, have your client sign and date.

Schedule A Proposal

Purpose: This allows you to keep your normal estimating process and simply attach the terms for each client. You will treat the template like a master agreement that only edits the names but this estimate is for each individual client.

Instructions: Be as detailed as possible in your estimate and make sure there is a single final statement that is agreed upon. We recommend that you send the agreement via docusign with the estimate attached at the end.

Alternate Language

Note: *This language is alternate meaning it can be used instead of the existing language in the template.*

Fees

“Client agrees to pay Company at a rate of [\$_____] per [hour/session]. Client agrees to pay [\$__] upfront at the commencement of the services (“Initial Fee”). Once the Initial Fee has been exhausted, Client shall make payment to Company on a monthly basis according to time and expenses incurred by Company as detailed on monthly invoices. Company shall deliver an invoice within the [first five (5) business days] of each month describing the fees for the preceding month. Failure to make timely payment within 15 days of the receipt of the invoice shall result in a [late fee that recurs every 30 days thereafter until paid in full].”

Purpose: This is an alternate fee agreement for hourly rates and monthly billing. This would replace Section 2 in the template.

Instructions: Input your billing details in red to customize to your practice. Then replace the language in Section 2 in the Agreement template with this language.

Optional Clauses

Note: This language is additional and may be included in your template but is not required.

Expenses

“Company may incur additional costs and expenses in the delivery of Programs, such as account fees, subcontractor costs, and other expenses. Client agrees to pay reasonable and necessary expenses incurred by Company in connection with providing programs.”

Purpose: Use this clause if you will incur expenses on behalf of your clients such as supplies or membership fees or anything else that you pass on to the client.

Instructions: List out the specific foreseeable, additional costs to you wish for your client to pay for. This will likely change client-to-client, so tailor this provision appropriately for each new client. Place this clause directly after Section 2. Fees.