



SPECIAL EVENTS

1510 Dalmatia Drive
San Pedro, CA 90732

Email: dc@desireecarol.com Web: www.desireecarol.com

This Agreement for event planning services is hereby entered into by and between the following parties:

Desiree Carol Special Events
1510 Dalmatia Drive
San Pedro, CA 90732
Telephone No.: 310.809.6667
Fax No.: 310.832.2026
Contract Person: Desiree Carol Chavez

INSERT CLIENT NAME HERE (Hereinafter referred & referenced as "Client")

[Address]
Telephone No.: _____
Fax No.: _____
Contact Person: _____

RECITALS

1. Place of event (venue): _____
2. Address of event: _____
3. City: _____ State: _____ Zip Code: _____
4. Type of event: _____
5. Date of event: _____ Start Time: _____ End Time: _____
6. Scope of work: It is hereby agreed to and understood that Desiree Carol Special Events, in exchange for remuneration as set forth in Paragraph 6 of this subject Agreement, I Desiree Carol Special Events will provide the following services:

(Input scope of services here)

7. The total event planning fee agreed upon is \$ _____. A non-refundable reservation fee of \$ _____ is required to secure Desiree Carol Special Events for the event. This amount shall be subtracted from the event planning fee. The remaining balance of the event planning fee must be paid in full BEFORE the start of your event (unless other arrangements are accepted by Desiree Carol Special Events. Any payments received less than 2 weeks before the event must be by cash. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable to Desiree Chavez.
8. Desiree Carol Special Events represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.
9. This agreement of Desiree Carol Special Events to perform shall be excused by acts of God, or any other legitimate condition beyond Desiree Carol Special Events control. If such circumstances arise, all reasonable efforts will be made by Desiree Carol Special Events to find comparable replacement event planning at the agreed upon fees. In the

event that Desiree Carol Special Events is unable to procure a replacement, Client shall receive a full refund of all fees paid to Desiree Carol Special Events. Client agrees that in all such circumstances, Desiree Carol Special Events liability shall be exclusively limited to refunding the fees paid and that Desiree Carol Special Events shall not be liable for indirect or consequential damages arising from any breach of this contract.

10. In the event of non-payment, Desiree Carol Special Events retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees, and collection costs incurred by Desiree Carol Special Events.
11. It is further agreed to and understood that Client shall be charged \$50 for each returned check plus a \$10 service charge for each collection notice.
12. It is agreed to that Client will take reasonable steps to protect Desiree Carol Special Events personnel and equipment during the contracted period. In the event of injuries or damages resulting from insufficient protection on Client's part (except in the case of gross negligence on the part of I Desiree Carol Special Events), Client will be responsible for paying for all of Desiree Carol Special Events resulting costs (including, but not limited to, insurance deductibles, medical treatment) that are not reimbursed by insurance.
13. This agreement cannot be canceled except by mutual written consent of both the Client and Desiree Carol Special Events. If cancellation is initiated by the Client in writing and agreed to by Desiree Carol Special Events in writing, Client will be required to pay any unrecoverable costs already incurred by Desiree Carol Special Events (but not more than the total fee agreed upon).
14. Client shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, etc.
15. It is hereby agreed and understood that the laws of California State shall govern this agreement.
16. Client agrees to defend, indemnify, assume liability for and hold Desiree Carol Special Events harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of Desiree Carol Special Events)
17. Client may not transfer this contract to another party without the prior written consent of Desiree Carol Special Events.
18. This agreement is not binding until received and signed by Desiree Carol Special Events. Any changes must be written and signed by both the Client and Desiree Carol Special Events. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Client and Desiree Carol Special Events for the event listed above. If any clause in this Agreement is found to be unenforceable by a court of law, the rest of this Agreement shall remain in full force and effect.
19. This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile signatures to this Agreement are acceptable and carry with it the same full force and effect as an original signature
20. Desiree Carol Special Events may elect not to exercise rights specified in this agreement. By doing so, Desiree Carol Special Events does not waive their right to exercise those rights at a future date.

Dated: 

Desiree Carol Special Events

Signed by: Desiree Carol Chavez

Signed 

Dated: 

Signed by: (printed) 

Signed 