

Opulence by Design

Event Contract

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

Opulence by Design
605 Clover Lane
University Park, IL 60484

Telephone Numbers
708.465.4151
312.343.6793

Contacts
Donna Bell
Brandon Riddle

AND

(Hereinafter referred & referenced as "Client")

Address

Telephone Number

Contact Person

RECITALS

1. Place(s) of event (venue): _____
2. Address(es) 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 OPULLENCE, in exchange for

remuneration as set forth in Paragraph 6 of this subject Agreement. I, OPULLENCE will provide the following services:

Full event Production

7. The total event planning fee agreed upon is 20% of the total event budget of \$_____ (please see List A on page 3 for everything included in the total event budget). A non-refundable reservation fee of \$500 is required to secure OPULLENCE 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 OPULLENCE). The remaining balance will be split up into three payments. Payment dates will be determined by dividing the number of months between the signing of this contract and the event date by 3. 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 Brandon Riddle. All remaining balances MUST be paid before final day of services are provided.

7a. The event budget must be stated by the Client upon signing of this agreement. The total event-planning fee is SUBJECT TO CHANGE, based on a revised total event budget, which will be agreed upon by the Client and a representative of OPULLENCE collectively. Upon settling on the revised final budget, a revised contract with the adjusted planning fee must be signed.

8. OPULLENCE 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 OPULLENCE to perform shall be excused by acts of God, or any other legitimate condition beyond OPULLENCE's control. If such circumstances arise, all reasonable efforts will be made by OPULLENCE to find comparable replacement event planning at the agreed upon fees. In the event that OPULLENCE 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, OPULLENCE's liability shall be exclusively limited to refunding the fees paid and that OPULLENCE shall not be liable for indirect or consequential damages arising from any breach of this contract.

10. In the event of non-payment, OPULLENCE 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 OPULLENCE.

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 OPULLENCE 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 OPULLENCE), Client will be responsible for paying for all of OPULLENCE 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 OPULLENCE. If cancellation is initiated by the Client in writing and agreed to by OPULLENCE in writing, Client will be required to pay any unrecoverable costs already incurred by OPULLENCE (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 Illinois shall govern this agreement.

16. Client agrees to defend, indemnify, assume liability for and hold OPULLENCE 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 OPULLENCE)

17. Client may not transfer this contract to another party without the prior written consent of OPULLENCE.

18. This agreement is not binding until received and signed by OPULLENCE. Any changes must be written and signed by both the Client and OPULLENCE. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Client and OPULLENCE 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. OPULLENCE may elect not to exercise rights specified in this agreement. By doing so, OPULLENCE does not waive their right to exercise those rights at a future date.

21. A fee of \$20 per hour per staff member will be incurred by the Client for any overtime breakdown hours added beyond the contracted end time of the event, if caused by the Client.

22. A separate floral invoice will be provided to the Client for any floral décor services supplied by OPULLENCE.

23. Any inventoried items rented from OPULLENCE will be included in the décor budget under rentals.

24. Any items that must be purchased (i.e. vases, miscellaneous décor items) to be used for décor purposes will be paid for as follows: 50% by the Client and 50% by OPULLENCE. Upon completion of the event, OPULLENCE will take possession of all purchased items (please initial ____). The 50% paid by the Client serves as a rental fee for the items. (Further explanation: The 50% paid by the Client is virtually the same price that would be paid to a rental company for these same items, that would customarily be returned to the rental company.)

25. If not in agreement with Line 24, the Client is welcome to pay the entire material cost and in turn keep all items purchased. (please initial ____).

26. If Line 25 is adopted, a post event delivery date must be selected 30 days prior to the event date and a delivery fee of \$300 will be incurred. The fee covers the delivery truck and delivery personnel.

27. There are to be 2 OPULLENCE staff members hired per 100 event guests.

28. Event staff remaining at an event beyond 4 hours should be added to the Client guest count and provided a small meal.

29. Once a detailed write up of the event is created (floor plan, design aesthetic, event flow, final cost, etc.) the Client must approve and sign off on it. The same procedure is required for any revisions to the write up.

Date: _____ Planner Signature: (printed) _____

Planner Signature: _____

Date: _____ Client Signature: (printed) _____

Client Signature: _____