eventelves
SACRAMENTO EVENT SPECIALISTS
Telephone: (916) 930-6932 | Email: info@eventelves.org

AGREEMENT

TERMS AND CONDITIONS

1. EVENT SERVICES. Event Elves will provide the services for Client, at the location and times specified on order.

2. BOOKING FEE. In consideration for Event Elves provision of the Services, Client must pay Event Elves 50% of the Booking Fee/Deposit to reserve the date of the Event (the "Booking Fee"). The Booking Fee becomes NON-REFUNDABLE thirty (30) days before the start of the Event. The remaining amount of the Booking Fee is due 1 week prior to the event date.

3. EVENT PLANNING FEE. The Fee for Event Elves Services is listed on the event order. Client agrees to pay Event Elves $125 per hour and any cost of any out-of-pocket expenses, for any requested services that Event Elves agrees to perform that are beyond the scope of the Services, due before the start of the Event ("Additional Services").

a. Once decor has been reviewed with the Event Elves team, we will determine whether more staff will be required in order to setup your decor within the estimated 2-hour timeframe. Any additional employee past 2 employees will incur an additional $85 fee per employee.

b. There will be an $85 fee added on to your bill if a balloon garland needs to be put together by Event Elves.

c. If Event Venue is further than 40 miles from the Event Elves office there will be a .75 per-mile fee added to final invoice.

- If your decor can not be left at the venue 24 hours prior, we will arrange for pickup of the items for an additional $85 per hour charge.
- Event Elves is not responsible for your decor after we leave the setup. As a reminder certain walls react differently to the command hooks/supplies but we will do our best to ensure it stays up. Event Elves take pride in leaving your decor in places that will not damage the walls or tear off paint/wallpaper.

4. PAYMENT.

a. **Fees.** You will automatically be charged the Booking Fee and for any Additional Services, 1 week before the Event. You authorize these charges specified above to the credit card or bank account client provided to Event Elves. You may update payment information at any time with prior written notice to Event Elves.

b. **Late Payment.** If final payment of the Planning Fee is not submitted by the payment due date, Client will incur a $50 late fee per day, including additional services chargers until payment is received. Client shall be charged $50 for each returned check, $10 service charge for each collection notice, and all other costs of collections for overdue amounts.

5. CANCELATION OF THE EVENT. If Client cancels the event more than 30 days before the start of the Event, 50% of the Booking Fee/Deposit will be refunded. Otherwise, the Planning Fee becomes NON-REFUNDABLE thirty (30) days before the start of the Event. Additionally for cancelation, including for Force Majeure Event, Client shall (i) pay Event Elves $125 per hour for any work already completed by Event Elves in connection with the Services, and (ii) reimburse Event Elves for any out-of-pocket expenses incurred by Event Elves in connection with the Services, including $85 fee to ship any decorations received by Event Elves.

6. CANCELATION OF THE EVENT BY THE PLANNER. The planner reserves the right to cancel by giving 10 days' notice to the client in writing. Deposit will be returned to the client promptly.

7. POSTPONEMENT OF THE EVENT. If Client postpones the Event, Client will not receive any refund of any portion of the Planning Fee. All portions of the Planning Fee will be applied to future Services, so long as the postponed Event date is less than one (1) year from the initial start date of the Event.

8. THIRD-PARTY PROVIDERS. Client shall be responsible for paying for all costs (including early check-in fees, delivery fees, and taxes) and signing corresponding agreements with any third-party providers or suppliers directly, including but not limited to the accommodations, catering, activities, and parking, on or before they are due. Client must provide a copy of all relevant information as they receive it to Event Elves or promptly upon written request from Event Elves.

9. PUBLICITY WAIVER. Client, including all Event guests, acknowledge that as part of the Services you have been informed that the venue or set up may be photographed or filmed prior to your arrival, for Event Elves advertising, promotion, and any other commercial and business purposes Event Elves may deem fit (the "Content"). Further, Client, including all Event guests, grant Event Elves the right to repost any photos, videos, or testimonials that Event Elves is tagged in @Eventelvessacramento or receives from Client, which may include the publicly display your name and likeness, without compensation, in any other manner or media now known or hereinafter invented, without restriction as to alterations or modifications, for any purpose described above.

10. WAIVER AND RELEASE OF LIABILITY. Client, including all guests of the Client, fully and forever release and discharge Event Elves, as well as any of its affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, licensees, the venue, and third-party providers (collectively "Released Third Parties"), as applicable, from any and all injuries (including death), losses, damages, claims, demands, lawsuits, costs and expenses, including legal fees and expenses, and any other liability of any kind, of or to me, your property, or any other person, directly or indirectly arising out of or in connection with your the Event, except to the extent arising from the gross negligence or willful misconduct of Event Elves. Whether such claims arise from negligence, breach of any duty imposed by law, mistake or error in judgment, or from any other cause, and whether such claims are known or unknown, or suspected or unsuspected (all such claims, demands, losses, liabilities, damages and causes of action are referred to collectively herein as the "Released Claims").

11. INDEMNIFICATION. Client agrees to defend, indemnify, assume liability for and hold Event Elves 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 Agreement, regardless of the basis (except for gross negligence on the part of Event Elves), including but not limited to damage to accommodations, durability of the decorations after installation, personal injury during scheduled activities, theft, or non-performance of third-party providers.

12. FORCE MAJEURE. Notwithstanding the foregoing, Event Elves shall not be responsible for any failure, interruption, adaptation in format or scheduling, or delay in fulfilling or performing Services, when and to the extent such failure, interruption, adaptation in format or scheduling, or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) pandemic, (f) action by any governmental authority; (g) national or regional emergency; (h) travel restrictions, (i) shortage of adequate power or transportation facilities; and (j) other events beyond the reasonable control of Event Elves or contributors. Event Elves shall give notice as soon as reasonably possible to all of the Event community members of the occurrence of a Force Majeure Event. Event Elves shall use diligent efforts to end the failure, interruption, or delay and ensure the effects of such Force Majeure Event are minimized. Event Elves shall resume or reschedule the performance of its obligations as soon as reasonably practicable after the removal of the cause. However, Event Elves may postpone the performance of the services under this agreement without any liability to the client until the Force Majeure event is over.

13. DISPUTE RESOLUTION. In the unlikely event of a dispute arising from or relating to the Event or these Terms, the dispute shall be resolved by both parties in a reasonable negotiation within 30 days. However, if it cannot be settled by both parties then either party can turn to binding arbitration in California, which can occur via telephone by an arbitrator that is mutually approved by the parties. The costs of the arbitration will be shared equally by the parties; provided, that the prevailing party will be entitled to reimbursement by the other party of its reasonable costs and expenses incurred therein, including its reasonable attorneys' fees and costs.

14. MISCELLANEOUS. These Terms shall be governed by the laws of the State of California without regard to its conflicts of law provisions. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be fully severable, and these Terms shall be construed and enforced as if such provision had never comprised a part of these Terms. These Terms represent the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon me and your heirs, next of kin, family members, estate, trustees, beneficiaries, executors, administrators and representatives. Client understands that the terms of this Agreement shall survive the termination or completion of the Event.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

I have read this Agreement in full and understand its terms, including that I am giving up substantial rights, including my right to sue. I acknowledge that I voluntarily agree to these terms and the unconditional release of all liability to the greatest extent allowed by law.

Plan on It Event Consulting, LLC, a California limited liability company
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