



Terms and conditions are as follows:

(A) Fees & Payment Schedule

For TEA's services you will pay TEA a total of **\$2,000** and **TBD** for estimated décor items TEA will purchase on behalf of the Event Host. The Event Host is responsible for all décor items purchased by TEA on behalf of the Event Host as the above number is an estimate and should not be considered finite. Payment will be made as follows:

A non-refundable retainer in the amount of **\$1,000** (half TEA service rate) - upon signature of this contract and **\$1,000 plus the cost of any items purchased by TEA for client's event is due the day before the Event Date.**

- Any ordinary and necessary expenses incurred by TEA or TEA's staff in the performance of this agreement will be the Event Host's responsibility.
- If the Event Host asks to supplement Exhibit B with the purchase of additional services offered by TEA, and TEA agrees and can fulfill that request, TEA will bill the additional services to the Event Host.

(B) Description of Services

As a consultant our role includes:

- Unlimited consultations with the Event Host via telephone/email within the hours of 9 am and 8 pm
- Assistance in budget determination and breakdown as needed
- Creation of event theme, color, including but not limited to style and complete event design
- Research of event professionals in each category that fit the Event Host's style, budget and to provide suggestions and guidance in making the final selections
- Attendance at vendor appointments of the Event Host's choice

As Event Coordinator, our duties include:

- Visit event site prior to the event
- Development of a detailed event timeline and floor plan for contracted vendors
- Execution of agreed-upon theme according to agreed-upon budget

Additional details about the event are set forth in Exhibit B, attached as Exhibit B. Follow up telephone calls to all contracted vendors 1 – 2 weeks before event day

- Perform Exhibit B in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
- Communicate with the Event Host about progress TEA has made in performing Exhibit B
- Use best efforts to supervise and coordinate the Event and to keep the Event Host apprised of the status of Exhibit B
- As the Event Host, you will rely on TEA to work as many hours as may be reasonably necessary to fulfill the obligations under this agreement.

(C) Legal Compliance

- TEA shall perform Exhibit B in accordance with standards prevailing in the event planning industry, and in accordance with applicable laws, rules, or regulations.
- The TEA shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.

– If TEA provides outdoor event locations subject to special permit by the federal government or state agencies as requested by the Event Host, the Event Host and their invited guests shall abide by the permit requirements while on that property

(D) Conditions

- I understand that as an event planner, TEA's role will be that of advisor and coordinator. The Event Host will make the actual selections of service providers and we will implement those selections.
- The Event Host will make payments directly to the service providers/vendors and not to TEA. TEA does not accept any commissions from recommended vendors and cannot guarantee any service provider's performance or product. If litigation occurs, it occurs in the jurisdiction where TEA's office is located and the winning party will be reimbursed for attorney and legal fees and court costs.
- It is the Event Host's responsibility to provide TEA with contact names, telephone numbers and any scheduled timetables for all service providers involved in the event no later than 14 days prior to the event or upon the signing of this letter.
- It is also the Event Host's responsibility to notify TEA of any changes in a timely manner. TEA shall not be held liable for any changes made by the Event Host or Event Host's selected service providers.
- TEA will use professional judgment when taking action in regard to changes, weather, tardiness, nonperformance, etc. based on the situation, time limitations and/Event Host wishes.
- In the event a venue coordinator is on-site TEA will work with the Event Host and the coordinator as needed.
- The Event Host will satisfy all of the TEA's reasonable requests for assistance in its performance of Exhibit B.

(E) Changes/Cancellations

Deposits are non-refundable if an event is cancelled. The client is also responsible for any items purchased on their behalf for the event. TEA will make every effort to reschedule your event for a different date but availability is not guaranteed.

(F) Term/Termination

- This agreement will terminate automatically upon completion of Exhibit B and full payment for services rendered to TEA.
- If material breach of any provision of this agreement by any party and material breach is not cured within 5 days of receipt of written notice of the breach; [or]
- by TEA, immediately on written notice, if TEA cannot accommodate a Material Event Change (as defined below)
- By TEA, on provision of 7 days' written notice to the Event Host, if the Event Host does not pay the Deposit.
- Automatically, on the death of Michelle McKenna Shuey.

(G) Material Event Changes

The Event Host acknowledges that any change to the time, date, or location of the Event(as set forth per this agreement or any increase in the number of anticipated guests (as set forth on Exhibit A) by more than 25% (each a "Material Event Change") made after the Effective Date may (a) cause TEA to become unable or unavailable to provide Exhibit B, (b) impact the quality of Exhibit B, or (c) result in a need for the provision of services in addition to Exhibit B. TEA shall make reasonable efforts to accommodate a Material Event Change. If TEA cannot accommodate a Material Event Change, TEA may, at [his][her][its] sole option, terminate this agreement on provision of written notice to the Event Host. If TEA can accommodate a Material Event Change, but only by providing services in addition to Exhibit B, these additional services and any associated costs will be determined and agreed to by the parties at the time of that Material Event Change.

(H) Promotional Rights

TEA will only take and use photographs of the event decorations. No guests' faces will be published on Social Media or TEA's website.

(I) Disclaimer

TEA expressly disclaims any warranty of merchantability or fitness for a particular purpose of any product, good, service, vendor, or service provider recommended or used by the TEA in connection with the Event.

(J) Acts of God

If an act of God, such as a fire, flood, earthquake or other natural calamity shall cause you to cancel your event; TEA will require payment only for the time actually spent planning your event. This is at TEA's sole discretion.

(K) Nature of Relationship

TEA shall provide Exhibit B solely as an independent contractor. Nothing in this agreement may be construed as creating a joint venture, partnership, franchise, agency, employer-employee, or similar relationship among the parties, or as authorizing any party to act as the agent of the other. TEA is and will remain an independent contractor in its relationship to the Event Host. The Event Host is not responsible for withholding taxes related to TEA's compensation under this agreement. TEA is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of Exhibit B by TEA under this agreement and for all obligations, reports, and timely notifications relating to such taxes. TEA will have no claim against the Event Host for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this agreement creates any obligation between any party and a third party.

(L) Exclusions

TEA is not responsible for damages or other costs occurring because of inclement weather- including but not limited to rain, wind, hail and excessive heat. Any weather that prohibits any part of the Event from occurring does not constitute a breach of TEA's obligations under this agreement. TEA shall use its best efforts to limit the impact of inclement weather on the quality of its Services, but may make last minute changes to ensure the overall performance of TEA's team and other vendors that have been retained. The event host is responsible for all payments and party costs regardless of weather interference.

(M) Amendments

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

(N) Effective Date

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

PLANNER:

THE EFFORTLESS AFFAIR, LLC

By: _____
Authorized Signatory

Date: _____

The Event Host:

By: _____

Date: _____

Printed Name: _____

EVENT INFORMATION SHEET (Exhibit A)

Event Host's Information	
Event Host Name:	Event Host Email Address:
Event Host Address:	Event Host Telephone Number:

Event Information	
Event Date:	Estimated Number of Guests:
Event Venue	Start Time:
	End Time:
Other Event Details:	

TEA Authorized Signature: _____ Date: _____

Event Host Signature: _____ Date: _____

The Services (Exhibit B)

TEA Responsibilities:

Theme Curation and Execution

Logo design curation

Venue Selection

Tent Rentals/ Utility rentals

Invitation Design & Printing

Catering

Bartender Services

Centerpieces

Signage: welcome signs, tabletop signs, menus, water bottle labels, favor boxes, sign in boards, etc.

Party Favors

Table Settings

Party Decorating and Styling

Balloon Styling/ Art

Dessert Table Styling

Candy Bar Styling

Prop Rentals: boxwood backdrop, soda wall, etc.

Vendor selection & coordination: DJ, Photographer, Entertainment, etc.

(5) 30 minute vendor/ client 1 on 1 meetings

Setup

Additional Costs per request:

Host Party & Breakdown: + \$500 (based on 4 hour party)

Breakdown Party: + \$150

**additional charges may apply if extra staff is required or large complicated events that require extra time

TEA Authorized Signature: _____ Date: _____

Event Host Signature: _____ Date: _____