**EVENT SERVICES AGREEMENT**

This Event Services Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [EVENT SERVICES PROVIDER NAME], a [ENTITY TYPE] with its principal place of business at [ADDRESS] (the “**Service Provider**”), and [CLIENT NAME], with its principal place of business/residence at [ADDRESS] (the “**Client**”). The Service Provider and the Client may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Service Provider is a reputable and experienced provider of comprehensive event planning and management services, with a proven track record in organizing a wide range of events—including corporate functions, social gatherings, trade shows, and community events—and possesses the necessary expertise, resources, and personnel to execute events in a professional, timely, and high-quality manner.

The Client desires to host an Event (as defined below) and has engaged the Service Provider to plan, coordinate, and manage aspects of the Event, including but not limited to venue selection, vendor management, logistics, and on-site support.

Both Parties acknowledge the importance of a well-organized Event that reflects the Client’s objectives and brand values, and wish to set forth the terms and conditions under which the Service Provider will deliver its event services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to enter into this Agreement to govern the planning, execution, and management of the Event as detailed below.

1. **PURPOSE AND SCOPE**
	1. The purpose of this Agreement is to set forth the terms and conditions under which the Service Provider shall plan, organize, and execute the Event Services described herein for the Client. This Agreement covers all aspects of Event planning and execution, including but not limited to logistics, coordination, vendor management, on-site support, and post-event services, as applicable. For the purposes of this Agreement, “**Event Services**” and “**Event**” is defined as per Schedule 1.
	2. The Event Services will be provided to the Client on a non-exclusive basis. Accordingly, the Client will be entitled to obtain services in the nature of the Event Services from persons other than the Service Provider, and the Service Provider will be entitled to provide similar services on behalf of and/or to other clients.
2. **PREREQUISITES**
	1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
	2. In particular, the Client shall, upon request, promptly provide the Service Provider with all information, assistance, materials, and resources that the Service Provider may reasonably require from time to time in connection with the provision of Event Services and the performance of the Service Provider’s obligations under this Agreement.
	3. Each Party shall inform the other Party without undue delay of any difficulties encountered in the performance of the Agreement.
3. **SERVICE PROVIDER OBLIGATIONS**
	1. The Service Provider shall:
		1. provide the Event Services in accordance with the terms set forth in this Agreement and the detailed scope outlined in Schedule 1. The Service Provider shall ensure that all Event Services are performed in a timely, efficient, and professional manner;
		2. maintain effective and open communication with the Client throughout the planning and execution phases. This includes timely updates regarding progress, issues, and any necessary changes to the Event;
		3. coordinate with all relevant vendors and third party suppliers, ensuring that each party adheres to the agreed-upon timelines and quality standards. The Service Provider shall use commercially reasonable efforts to manage vendor relationships and address any issues that may arise;
		4. develop and implement contingency plans to mitigate potential disruptions or unforeseen circumstances that could impact the Event. The Service Provider is responsible for notifying the Client promptly if any adjustments become necessary; and
		5. adhere to all applicable laws, regulations, and industry standards, as well as the internal policies and guidelines of the Service Provider. The Service Provider shall ensure that all actions related to the Event meet the Client’s quality and safety expectations.
4. **CLIENT OBLIGATIONS**
	1. The Client shall:
		1. provide prompt responses to the Service Provider’s inquiries, requests for approvals, and any additional information necessary to plan and manage the Event. The Client shall designate a primary point of contact to ensure smooth communication;
		2. supply all relevant details, documents, and resources required for event planning, including venue information, branding guidelines, and any specific requirements or preferences. The Client shall ensure that any information provided is accurate and up-to-date;
		3. fulfill all payment obligations as outlined in this Agreement, including deposit, interim, and final payments, as well as reimbursing any pre-approved, reasonable out-of-pocket expenses incurred by the Service Provider;
		4. grant the Service Provider and its designated personnel access to the Event venue and other necessary locations for the purposes of planning, setup, execution, and post-Event activities. The Client shall review and approve plans, designs, and vendor contracts within the timeframes specified to avoid delays; and
		5. collaborate with the Service Provider on-site to address any issues promptly and ensure that the Event runs smoothly. The Client agrees to abide by the Event schedule and work cooperatively with the Service Provider to facilitate a successful Event.
5. **FEES, PAYMENT TERMS, AND EXPENSES**
	1. The Client agrees to pay the Service Provider a base fee of $[INSERT AMOUNT] for the Event Services rendered under this Agreement. This fee covers the general planning, coordination, and management services provided by the Service Provider.
	2. A non-refundable deposit of $[INSERT AMOUNT] is due upon execution of this Agreement. This deposit secures the Service Provider’s commitment and is applied towards the base fee.
	3. The remaining balance shall be divided into [specify number, e.g., two or three] interim payments as follows:
		1. First Interim Payment: Due on or before [SPECIFIC DATE OR NUMBER OF DAYS PRIOR TO EVENT]; and
		2. Second Interim Payment: Due on or before [SPECIFIC DATE OR NUMBER OF DAYS PRIOR TO EVENT] (if applicable).
	4. The final payment for any outstanding balance is due on or before the day of the Event. Failure to pay the final balance may result in the suspension or cancellation of the Event Services.
	5. The Client shall reimburse the Service Provider for all pre-approved, reasonable out-of-pocket expenses incurred in connection with the Event. Such expenses may include, but are not limited to:
		1. venue fees and associated permits or licenses;
		2. travel, accommodation, and transportation costs;
		3. vendor fees and material costs not included in the base fee; and
		4. marketing or promotional expenses (if not otherwise specified).
	6. All reimbursable expenses shall be supported by proper documentation and receipts, which shall be provided to the Client along with the corresponding invoice.
	7. Payments shall be made in U.S. Dollars (USD) via the payment methods specified by the Service Provider (e.g., bank transfer, credit card, check).
	8. The Service Provider will issue invoices according to the agreed payment schedule. Invoices must be paid within [NUMBER] days of receipt.
	9. In the event that any payment is not received by the Service Provider on or before the due date, a late fee of [PERCENTAGE]% per month (or the maximum rate permitted by law, if lower) will be applied to the outstanding balance.
	10. Continued non-payment beyond [NUMBER] days may result in the suspension or cancellation of event services until the overdue balance is remitted.
	11. If there are any changes in the scope of Event Services that necessitate a fee adjustment, such changes will be documented in writing and agreed upon by both Parties. Adjusted fees will be invoiced accordingly.
	12. Any disputes regarding invoiced amounts must be raised in writing within [NUMBER] days of receipt of the invoice. Both Parties will work in good faith to resolve any discrepancies before further payments are processed.
6. **CANCELLATION, RESCHEDULING, AND REFUNDS**
	1. Should the Client decide to cancel the Event, a written notice must be provided to the Service Provider no later than [NUMBER] days prior to the scheduled Event date.
	2. With respect to cancellation fees:
		1. early cancellation: If cancelled more than [NUMBER] days before the Event, the Client shall forfeit the deposit and may be liable for a cancellation fee of [PERCENTAGE]% of the remaining balance; and
		2. late cancellation: If cancelled within [NUMBER] days of the Event, the Client shall be liable for [PERCENTAGE]% to 100% of the remaining balance, depending on the timeline and incurred commitments.
	3. The deposit and any pre-paid expenses incurred by the Service Provider are non-refundable.
	4. If the Service Provider must cancel the Event due to circumstances beyond its control (e.g., natural disasters, governmental restrictions, or other force majeure events), the Service Provider shall refund any fees paid by the Client. Both Parties shall be released from any further obligations under this Agreement.
	5. In the rare event the Service Provider is unable to perform the Event Services for reasons other than force majeure, the Service Provider shall notify the Client as soon as possible and work to either reschedule the Event or provide a full refund for any payments made.
	6. If the Client wishes to reschedule the Event, written notice must be provided to the Service Provider as soon as possible. The Parties shall mutually agree upon a new date.
	7. Rescheduling may result in adjustments to the fee structure due to changes in availability, vendor commitments, or additional administrative costs. Any such adjustments shall be documented and agreed upon in writing.
	8. The rescheduled Event must occur within [SPECIFIC TIME PERIOD, e.g., 12 months] from the original Event date. If the Event is not rescheduled within this period, this Agreement shall be deemed cancelled, and cancellation fees may apply.
	9. The deposit and any non-reimbursable expenses are non-refundable. Refunds for other fees will be determined based on the amount of services already rendered and any pre-paid expenses incurred up to the point of cancellation or rescheduling.
	10. Refunds shall be processed within [NUMBER] days of the effective cancellation or rescheduling date, provided that all documentation and final invoices have been reconciled.
7. **LIMITATION OF LIABILITY**
	1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT.
	2. SUBJECT TO SECTION 7.1, THE SERVICE PROVIDER’S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIMS ARISING FROM OR RELATED TO THE PERFORMANCE OF SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT UNDER THIS AGREEMENT.
8. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 8; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 8, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
9. **INTELLECTUAL PROPERTY RIGHTS**
	1. All intellectual property rights, including but not limited to designs, concepts, graphics, event layouts, promotional materials, and creative content (collectively, the “**Materials**”), created, developed, or provided by the Service Provider in connection with the Event shall remain the exclusive property of the Service Provider.
	2. Any intellectual property incorporated into the Materials that is owned by third parties shall remain subject to the terms and conditions of the applicable third-party licenses. The Service Provider shall notify the Client of any such materials and the related restrictions.
	3. Subject to the terms of this Agreement, the Service Provider grants the Client a non-exclusive, non-transferable, limited license to use the Materials solely for the purpose of executing and promoting the specific Event described herein. This license is granted for the duration of the Event and any subsequent promotional period as mutually agreed upon.
	4. The Client may use the Materials for internal event operations and for limited external promotional activities directly related to the Event. Such use includes reproducing the Materials in printed or digital form, displaying them at the Event, and using them in related marketing communications.
	5. The Client shall not modify, adapt, alter, or create derivative works of the Materials without the prior written consent of the Service Provider. Any unauthorized modifications or derivative works shall be considered a breach of this Agreement.
	6. The Client shall not distribute, sell, license, or otherwise transfer the Materials to any third party except as expressly permitted under this Agreement.
	7. The Service Provider represents and warrants that, to the best of its knowledge, the Materials provided do not infringe upon the intellectual property rights of any third party. In the event of any claim of infringement, the Service Provider shall, at its expense, defend and indemnify the Client, subject to the limitations set forth in this Agreement.
10. **TERM**

This Agreement shall become effective as of the Effective Date specified above and shall continue in full force and effect until all Event Services have been completed, including any post-event obligations outlined herein, unless terminated earlier in accordance with the provisions of this Agreement.

1. **TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice to the other Party.
	3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
		1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in South Dakota, and the Parties consent to the jurisdiction of such courts.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or communications.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

1. **NOTICES**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and delivered by: (i) personal delivery; (ii) courier service with tracking; (iii) certified or registered mail, postage prepaid, return receipt requested; or (iv) email (provided that receipt is confirmed by a read receipt or other acknowledgment). Notices shall be deemed given: (a) when received, if delivered personally; (b) on the date indicated on the delivery confirmation, if sent by courier; (c) five (5) business days after mailing, if sent by certified or registered mail; or (d) on the date of transmission if sent by email and receipt is confirmed. Each Party agrees to provide its current contact information, including physical mailing address and email address, as specified in this Agreement, and to promptly notify the other Party in writing of any changes to such contact information.

1. **SEVERABLITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

1. **NO WAIVER**

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

1. **ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in the event of a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

[EVENT SERVICES PROVIDER NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[CLIENT NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**EVENT DETAILS AND EVENT SERVICES**

[INCLUDE DESCRIPTION OF EVENT AND EVENT SERVICES]