

AGREEMENT FOR REUNION SERVICES

This Agreement is made this 13th day of September, 2016 by and between Varsity Reunion Services LLC and the New Trier High School Class of 1967 50-Year Reunion Committee (“The Reunion Committee”).

The Reunion Committee intends to hold a class reunion and agrees that Varsity Reunion Services LLC will plan and organize its reunion activities.

1. Varsity Reunion Services LLC agrees to organize and plan the following reunion event:

REUNION CELEBRATION: date and venue to be determined

2. Varsity Reunion Services LLC agrees to provide the services listed below and such additional services as may be requested by The Reunion Committee to which both parties agree in writing.

Varsity Reunion Services LLC will provide the following services:

- a. reunion coordination
- b. the design, printing, and postage for the save the date postcard and reunion invitation mailing
- c. facility and menu arrangements in the name of Varsity Reunion Services LLC as selected by committee
- d. alumni directory (optional)
- e. DJ entertainment (optional)
- f. required deposits to secure requested facilities, caterers, vendors, or entertainers
- g. acceptance of credit card payment
- h. alumni search
- i. on-site staff at reunion
- j. photo nametags for reunion celebration and guest nametags
- k. reunion celebration decorations

3. The Reunion Committee shall have the following obligations:

- a. purchase ticket(s) and attend the reunion
- b. provide a list of known alumni addresses prior to the commencement of alumni research
- c. write a letter inviting classmates to attend the reunion to be included as part of the reunion invitation
- d. provide memorabilia for display at reunion events (optional)
- e. provide follow-up contact with classmates designated by Varsity Reunion Services LLC as undecided attendees
- f. prepare and perform committee program/presentation at your reunion event

4. The per-person ticket cost is TBD and includes the cost of requested events and Varsity Reunion Services LLC fees. Varsity Reunion Services LLC may be required to substitute food items as necessary (meat cuts, portion sizes, etc.) to maintain the desired ticket price. Additional events or activities or any miscellaneous addition to the reunion that would increase the ticket price must be agreed upon by both Varsity Reunion Services LLC and The Reunion Committee in writing. Any addition of events, activities, equipment rental or miscellaneous charges incurred by committee after ticket price has been determined will be the sole financial responsibility of the committee.

5. Varsity Reunion Services LLC has the exclusive right to market all reunion events, memorabilia, products & services (such as alumni class pictures, apparel, buttons and the like). The Reunion Committee will not market (this includes but is not limited to all forms of media including: Radio, TV, Newspapers, Websites, Internet, Email) any reunion event that is not included in this agreement or written changes thereto.
6. Class members who wish to purchase additional reunion mementos may do so by contacting Varsity Reunion Services LLC with their written prepaid order. Orders not received within fourteen (14) days after the last reunion event may not be filled, subject to quantities of mementos on hand.
7. Varsity Reunion Services LLC will deposit and cash all negotiable items made out to the class or school when such items have been sent to Varsity Reunion Services LLC for the payment of a Reunion Ticket or Reunion Memento supplied by Varsity Reunion Services LLC.
8. All deposits received from class members to secure their attendance at reunion events will be refunded provided that Varsity Reunion Services LLC receives a request for refund no less than one week prior to the first reunion event, except that a \$20.00 processing fee will be charged for each member of the class canceling. There will be no refunds for cancellations received less than one week prior to the first reunion event.
9. The parties agree that termination of this agreement would result in damages that would be difficult to estimate; therefore, the parties agree that in the event of termination of this agreement by the Reunion Committee, the Reunion Committee will pay \$1,000.00 to Varsity Reunion Services LLC as and for liquidated damages. In addition, the Reunion Committee will be responsible for reimbursing Varsity Reunion Services LLC for its costs and the amount of any deposits or payments made to vendors and/or facilities. Upon receipt by Varsity Reunion Services LLC of said sums, Varsity Reunion Services LLC will assign any facilities reservation and personal service contracts to the Reunion Committee. In such event, all amounts received from class alumni for ticket purchases will be refunded.
10. If The Reunion Committee cancels the reunion or fails to complete it's obligations as provided by this agreement within 90 days of the date scheduled for the first reunion event, Varsity Reunion Services LLC may, at it's option, proceed to plan and hold one or more of the reunion activities.
11. Varsity Reunion Services LLC reserves the right to terminate this agreement if, four weeks prior to the first reunion event, it appears that less than 20% of the alumni in the class will be attending the reunion events. In such event, all amounts received from class alumni for ticket purchases will be refunded.
12. If a scheduled reunion event cannot be held at a contracted location due to circumstances beyond the control of Varsity Reunion Services LLC, Varsity Reunion Services LLC shall make a diligent attempt to obtain a new location. If the event cannot be relocated to a suitable facility on the scheduled date, the direct costs associated with the cancelled event will be allocated among the class alumni who signed up for that event and the remainder of their deposits and fees refunded to them.
13. If litigation is commenced to interpret or enforce any of the provisions of this agreement, the losing party agrees to pay to the prevailing party, in addition to costs and disbursements, such sums as the court may adjudge reasonable as attorney fees in the litigation in both the trial and/or appellate court. This agreement shall be interpreted pursuant to the laws of the State of Missouri and the parties agree and consent to the jurisdiction of the Circuit Court of St. Louis County, Missouri to resolve any litigation regarding this agreement.

14. This agreement represents the entire contract between the parties and all representations made by the parties have been incorporated herein.

15. The Reunion Committee warrants that it has been duly constituted to engage the services of Varsity Reunion Services LLC to perform reunion planning services, and by the signature(s) of its members below, agrees to all of the terms and conditions of this Agreement.

The above is agreed to this 13th day of September, 2016.

Varsity Reunion Services LLC

The Reunion Committee

by: _____
Member

