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**Month Of Wedding Planner Agreement**

Agreement between Blush Events LLC (“Service Provider”) and CLIENT NAME/BUSINESS (“Client”). Client is subject to the following terms and conditions. This document defines the terms and conditions of our per-event working agreement. All wedding or social event services that the Service Provider may be contracted to produce or provide for Client will be subject to the following:

**1. SERVICES**. Month Of Wedding Planner Services is limited to:

* Initial meeting with the couple to gather information
* Confirmation with all vendors
* Conduct Wedding Rehearsal up to 2 hours
* Orchestrate set up of ceremony and reception locations
* Help Bride into Gown
* Assist Bride, Groom, and Wedding Party
* Act as liaison between the wedding party and the vendors (incl. Photographer)
* Provide Itineraries
* Provide “Day Of” checklists and reminders
* Provide “Day Of” Wedding Coordination up to 8 hours
* Ensure that the day flows smoothly
* Bustle wedding gown at reception
* Distribute tossing items and line up guests
* Handle any last minute emergencies
* Distribute final payments to vendors

1. **RATES**. Month Of Wedding Planning Services is $1200.

****For hourly services not included in the proposed package the hourly fee is $50 an hour.

1. **PAYMENT**. Client agrees to pay Service Provider in accordance with the terms specified in each proposal, estimate or invoice. Pending balances are due upon project completion and upon receipt of invoice. All payments rendered are final and considered fully earned and nonrefundable.
2. **DEPOSITS**. A 50% (fifty percent) deposit based on the project proposal/estimate is required in advance of services. Deposits will apply toward final service fees. Deposits are considered fully earned and nonrefundable. At its discretion, Service Provider may require payment in full in advance of services in some instances.
3. **VENDORS**.Contracts with all vendors will be between the Client and the Vendor. Service Provider will not enter any vendor contracts on behalf of the client. The Client agrees to let Service Provider know of any changes to the wedding/event and/or vendors that they will be using.
4. **EVENT CANCELLATION POLICY**. The Client also agrees to immediately notify Service Provider in case of a cancellation of the wedding/event or change to the wedding/event date. If there is a cancellation, the deposit is non-refundable.
5. **NON-COMPETE POLICY**. The Client agrees that there will not be another wedding planner/event coordinator working with the Client except for Blush Events LLC.
6. **WORKING/BILLING PHASES**. For each event/project, Client will receive a proposal or estimate outlining the event/project specifications and containing the estimated hours and project fees (this may include anticipated out-of-pocket expenses) and the minimum advance deposit amount required.
7. **PROPOSALS & ESTIMATES**. Estimates are provided to the best of our ability following initial consultation and review. Billing will reflect actual project costs incurred. Proposals and estimates are valid for 30 days only from proposal, quote or estimate date.
8. **EXPENSES**. Expenses incurred on behalf of Client are not included in any fees and will be billed to Client. Reimbursable expenses may include, but are not limited to, office supplies (e.g., stationary, file folders, envelopes, CDs, diskettes, etc.), mileage, long-distance telephone charges, payments made to vendors, and shipping and handling costs. There is a one-hour minimum for office calls. Additional on-site visits will be billed for meeting time, round-trip travel time and mileage if not already included in initial proposal. An advance expense deposit may be requested. Payment is due upon receipt.
9. **ADDITIONAL WORK/CHANGE ORDERS**. New work requested by the Client and performed by Service Provider after a proposal/estimate has been approved is considered a Change Order, and will be billed according to the additional hours. If the job changes to an extent that it substantially alters the specifications described in the original proposal/estimate, a revis****ion memo will be submitted to Client, and a revised additional fee must be agreed to by both parties before any further work proceeds. Alterations and other changes requested after project completion are billed at standard hourly or package rates.
10. **CLIENT RESPONSIBILITIES**. Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Client will not constitute an emergency for Service Provider. Client understands that Service Provider may require detailed clarification of events/projects in order to meet expectations and provide the best support and highest quality work.
11. **OFFICE HOURS & COMMUNICATION**. Office hours are Tuesday through Friday, 10 am to 4 pm Atlantic Standard Time (AST). Email is to be the primary form of communication between Client and Service Provider. Service Provider is available for phone calls during office hours only. Meetings and appointments (whether in-house, on-site or by telephone) must be prescheduled.
12. **APPOINTMENT CANCELLATION POLICY**: Service Provider requires 48 hours notice to cancel scheduled appointments. When possible, Service Provider will attempt to accommodate a moved appointment with less notice. However, if appointment cannot be moved to a different slot in the same week, this will count as a cancelled appointment if the requested notice was not provided. No shows and last minute cancellations will be billed at the full hourly rate for the allotted time that was scheduled with a one-hour minimum.
13. **PROJECTS COMPLETION**. (Example: Wedding Websites and other digital projects) Basic office support receives 24-48 hour attention. Each new or special project requires a minimum of three (3) days lead-time. Client will provide sufficient notice ****and allow for reasonable timeframes for project completions. Rush projects of 24 hours or less and projects requiring weekend or holiday work may be subject to a 25% surcharge and/or other rush fees. Service Provider reserves the right to refuse any project or service request.
14. **MATERIALS & INFORMATION**. Client will provide all content, outlines, photos, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the contracted services or projects.
15. **NATURE OF COPY**. Client agrees to exercise due diligence in its direction to Service Provider regarding preparation of materials, and must be able to substantiate all claims and representations. Client is responsible for all trademark, service mark, copyright and patent infringement clearances. Client is also responsible for arranging, prior to service, any necessary legal clearance of materials used.
16. **ACCURACY**. Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions. Corrections will be made at no charge if they are brought to Service Provider’s attention within 30 (thirty) days after project completion and acceptance. Corrections are not to be construed with changes.
17. **DELIVERY**. Completed wedding and event services will be delivered in person with Service Provider being on-site during the day of the event. Digital projects are delivered via email, FTP, U.S. Mail, or other means as required by Client. Client is responsible and will be billed for all shipping and handling costs of digital projects. There is no charge for faxing, emailing or U.S. mail under 1 ounce (#10 envelope and one stamp).
18. **PAYMENT OPTIONS**. Personal or business checks are accepted for payment but must be received 14 days before the wedding or event. AMEX, Discover, Mastercard and VISA credit cards and e-checks are accepted through PayPal, our online payment vendor.
19. **NSF FEES**. There is a $40.00 NSF (insufficient funds) fee for returned checks.
20. **LATE PAYMENTS**. Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of $10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.
21. **LIEN**. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.
22. **INDEMNIFICATION/RELEASE OF LIABILITY**. Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider’s services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys’ fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys’ fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and/or nonperformance of Service Provider’s duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. All reasonable precautions will be taken to safeguard the property entrusted to Service Provider. Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors. Any liability on the part of Service Provider as determined by a court of law will be limited to an amount not to exceed one month’s retainer.
23. **EXPIRATION & MODIFICATION**. This Agreement shall remain in effect for a period of one year or until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.
24. **EFFECTS OF WAIVER**. Any waiver by either party of a breach or violation of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be binding unless executed in writing.
25. **COMPLETE AGREEMENT**. This Agreement, its Amendments, and referenced Attachments constitute the full and complete Agreement between the parties, and supersede all prior understandings and Agreements, including any and all prior Agreements, whether written or oral, between the parties. The parties acknowledge that they have relied solely on the covenants and representations set forth in this Agreement and no others. Any amendments to this Agreement shall be in writing and signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.
26. **BINDING EFFECT**. This Agreement shall inure to the benefit of Client, his/her heirs and assigns, and Service Provider, his/her successors and assigns, including any corporation which services a merger, consolidation or reorganization with Service Provider or which purchases substantially all of Service Provider’s assets.
27. **ACKNOWLEDGEMENT**. Client acknowledges that he/she has read this Agreement and has been afforded the opportunity to discuss and review this Agreement with attorneys of his/her choice, and that copies of the Agreement were provided to him/her prior to execution of this Agreement.
28. **APPLICABLE LAW; VENUE**. This Agreement shall be governed by and construed according to the laws of the State of Puerto Rico, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively ****in Bayamón, Puerto Rico and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
29. **FEES AND COSTS**. In the event of legal action arising out of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to an award of costs and reasonable attorney fees in addition to any other relief awarded.
30. **SEVERABILITY**. If any provision of this Agreement is held or deemed to be invalid or unenforceable to any extent when applied to any person or circumstance, the remaining provisions hereof and the enforcement of such provisions to other persons or circumstances, or to any other extent shall not be effected thereby, and each provision hereof shall be enforced to the fullest extent allowed by law.
31. **CAPTIONS AND HEADINGS**. The captions and headings throughout this Agreement are for convenience and reference only. The words contained in the captions and headings shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any paragraph or the scope or the intent of this Agreement.
32. **COUNTERPARTS**. This Agreement and any amendments thereto may be executed in two or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same Agreement.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated this [DAY] day of [MONTH], [YEAR].

**CLIENT** **SERVICE PROVIDER**

Authorized Signature ALBA FIGUEROA, PRESIDENT

      [YOUR BUSINESS]

Printed Name [ADDRESS]

[CITY/STATE/ZIP]

Title Tel. 787-251-6040

Fax 787-251-6040

      Email HELLO@BLUSHEVENTS.CO

Business/Company Name

WWW.BLUSHEVENTS.CO

Address

MAKE CHECKS PAYABLE TO:

City, State, Zip BLUSH EVENTS LLC

     

Phone Cell Phone

Fax

Email Address ****

Website