

This Is The Moment Events

10762 Big Canoe
Big Canoe, Georgia 30143
Email: thisisthemomentevents@gmail.com

This Agreement for event planning and coordination services is hereby entered into by and between the following parties:

This Is The Moment, Events, LLC
10762 Big Canoe
Big Canoe, Georgia 30143
Telephone No.: 404-218-6472
FAX No.: 706-268-1614
Contact Person: Sharon L. McMillan

INSERT CLIENT NAME HERE (Hereinafter referred & referenced as "Client")

Address: _____
Telephone No. _____
FAX No.: _____
Contact Person: _____

RECITALS

1. Place of event (venue): _____
2. Address of event: _____
3. City: _____
4. Type of event: Wedding & Reception
5. Date of event: _____ Start Time: _____ End Time: _____
6. Scope of work: It is hereby agreed to and understood that This Is The Moment Events, in exchange for remuneration as set forth in Paragraph 7 of this subject Agreement, This Is The Moment Events will provide the following services:

(Scope Of Services Addendum Or Brochure Attached)

7. The total event planning & coordination fee agreed upon is \$ _____. A non-refundable reservation fee of \$ _____ is required to secure This Is The Moment Events for this event. This amount shall be subtracted from the event planning fee. The remaining balance of the event planning fee must be paid in full BEFORE the start of your event (unless other arrangements have been accepted by This Is The Moment Events). Any payments received less than 2 weeks before the event must be by cash. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable to Sharon L. McMillan.
8. This Is The Moment Events represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner, that it has the power to enter into and perform this agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.
9. This agreement of This Is The Moment Events to perform shall be excused by acts of God, or any other legitimate condition beyond This Is The Moment Events control. If such circumstances arise, all reasonable efforts will be made by This Is The Moment Events to find comparable replacement event planning & coordination at the agreed upon fees. In the event that This Is The Moment Events is unable to procure a replacement, Client shall receive a full refund of all fees paid to This Is The Moment Events. Client agrees that such circumstances, This Is The Moment Events liability shall be exclusively limited to refunding the fees paid and that This Is The Moment Events shall not be liable for indirect or consequential damages arising from any breach of this contract.

10. In the event of non-payment, This Is The Moment Events retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees and collection cost incurred by This Is The Moment Events.
11. It is further agreed to and understood that Client shall be charged \$50.00 for each returned check plus \$10.00 service charge for each collection notice.
12. It is agreed to that Client will take reasonable steps to protect This Is The Moment Events personnel and equipment during the contract period. In the event of injuries or damages resulting from insufficient protection on Client's part (except in the case of gross negligence on the part of This Is The Moment Events), Client will be responsible for paying for all of This Is The Moment Events resulting costs (including, but not limited to, insurance deductibles, medical treatment) that are not reimbursed by insurance.
13. This agreement cannot be canceled except by mutual written consent of both the Client and This Is The Moment Events. If cancellation is initiated by the Client in writing and agreed to by This Is The Moment Events in writing, Client will be required to pay any unrecoverable costs already incurred by This Is The Moment Events (but not more than the total fee agreed upon).
14. Client shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, etc.
15. It is hereby agreed and understood that the laws of the State Of Georgia shall govern this agreement.
16. Client agrees to defend, indemnify, assume liability for and hold This Is The Moment Events 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 contract, regardless of the basis (except for gross negligence on the part of This Is The Moment Events).
17. Client may not transfer this contract to another party without the prior written consent of This Is The Moment Events.
18. This agreement is not binding until received and signed by This Is The Moment Events. Any changes must be written and signed by both the Client and This Is The Moment Events. Oral Agreements are non-binding. The latest contract supersedes all previous contracts between Client and This Is The Moment Events for the event listed above. If any clause in this Agreement is found to be unenforceable by a court of law, the rest of this Agreement shall remain in full force and effect.
19. This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile signatures to this Agreement are acceptable and carry with it the same full force and effect as an original signature.
20. This Is The Moment Events may elect not to exercise rights specified in this Agreement. By doing so, This Is The Moment Events does not waive their rights to exercise those rights at a future date.

Dated: _____

This Is The Moment Events

Signed by: Sharon L. McMillan

Signed _____

Dated: _____

Signed By: (Printed) _____

Signed _____