

Party Planning Services Agreement

This wedding planning services agreement is between LOVELY LITTLE LADIES CORPORATION, DBA, LOVELY LITTLE LADIES SALON, SPA & CELEBRATION, DBA, LOVELY LITTLE LADIES SPA ON THE GO, DBA LOVELY LITTLE LADIES PARTY PLANNING AND ALL IT'S AFFILIATES , a(n) California Corporation (the "**Party Planner**"), and CLIENT'S NAME _____ and DAUGHTER'S NAME _____ (collectively, the "**Client**").

The Party Planner is actively engaged in the business of planning and coordinating events. The Client wishes to engage the Party Planner as an independent contractor for the purpose of planning and coordinating the daughters party on _____ in Venue Location: _____ (the "**Party**") and completing certain tasks as set forth in this agreement. Additional details about the party are set forth in the Party Information Sheet, attached as **Exhibit A**. The Party Planner wishes to provide the Services (as defined below) at the party in accordance with the terms of this agreement. The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The Client retains the Party Planner to provide, and the Party Planner shall provide, the services described in **Exhibit B** (the "**Services**").

(b) **Services.** Without limiting the scope of Services described in **Exhibit B**, the Party Planner shall:

- (i) perform the Services set forth in **Exhibit B**. However, if a conflict exists between this agreement and any term in **Exhibit B**, the terms in this agreement will control;
- (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
- (iii) perform the Services 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. The Party Planner may delegate incidental responsibilities to the Party Planner's staff, but primary responsibility for fulfilling the Services remains with the Party Planner;

(iv) communicate with the Client about progress the Party Planner has made in performing the Services;

(v) provide services (including the Services) that are satisfactory and acceptable to the Client;

(vi) be available at reasonable times and places to advise and counsel the Client about the Party and

on all matters detailed in **Exhibit B**; and

(vii) use best efforts to supervise and coordinate the Party and to keep the Client apprised of the status of the Services.

(c) Legal Compliance.

(i) The Party Planner shall perform the Services in accordance with standards prevailing in the Party Planner's industry, and in accordance with applicable laws, rules, or regulations.

(ii) The Party Planner shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.

(iii) If the Party Planner provides outdoor wedding locations subject to special permit by the federal government or state agencies as requested by the Client, the Daughter and their invited guests shall abide by the permit requirements while on that property.

(d) Client's Obligations. The Client shall:

(i) make timely payments of amounts earned by the Party Planner under this agreement;

(ii) provide relevant information to assist the Party Planner with the performance of the Services, including contact information for all vendors and service providers at least 60 days before the Party;

(iii) keep the Party Planner informed of the selection or modification of any vendors and service providers;

(iv) immediately notify the Party Planner of any material changes to the Party affecting the Party Planner's obligations under this agreement, including any changes to the time, date, location, or guest count of the Party;

(v) execute all contracts with vendors and service providers and make timely payments under those contracts;

(vi) purchase all items needed for the Party; and

(vii) satisfy all of the Party Planner's reasonable requests for assistance in its performance of the Services.

2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective as described in section 21. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Party Planner has been paid in full for those Services (the "**Term**").

(b) **Termination.** This agreement may be terminated:

(i) by a party on provision of 60 days written notice to the other party, with or without cause.

(ii) by a party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 60 days of receipt of written notice of the breach;

(iii) by the Client at any time and without prior notice, if the Party Planner fails or refuses to comply with the reasonable directives of the Client, or is guilty of serious misconduct in connection with performance under this agreement;

(iv) by the Party Planner, immediately on written notice, if the Party Planner cannot accommodate a Material Party Change (as defined in section 4 below);

(v) by the Party Planner, on provision of 5 days' written notice to the Client, if the Client does not pay the Deposit.

(c) Effect of Termination.

(i) After the termination of this agreement for any reason, the Client shall promptly pay the Party Planner for Services rendered before the effective date of the termination. However, the Client will not pay the Party Planner if

A. prohibited under applicable government law, regulation, or policy, or

B. if the Party Planner is guilty of serious misconduct in connection with performance under this agreement.

(ii) Except as otherwise provided, following the termination of this agreement, the Party Planner shall promptly refund to the Client any payments already made by the Client according to the terms of **Exhibit B** for any Services that have not been rendered before the effective date of the termination.

(iii) If the Client terminates the agreement under subsection (b)(i) fewer than 60 days before the Party, except if the Client cancels the Party the termination is due to a death in the Client's immediate family, or the delay or failure to perform results from a Force Majeure Event (as defined in section 11 below), the Client will forfeit any payments, including the Deposit (as defined in **Exhibit B**), already made to the Party Planner and shall immediately pay any remaining balance of the Party Planning Fee (as defined in **Exhibit B**) to the Party Planner.

(iv) If this agreement is terminated under subsection (b)(iv), the Party Planner will be released and discharged from its obligations and liabilities under this agreement.

3. COMPENSATION.

(a) Terms and Conditions. The Client shall pay the Party Planner in accordance with **Exhibit B**.

(b) No Payments in Certain Circumstances. No payment will be payable to the Party Planner under any of the following circumstances:

(i) if prohibited under applicable government law, regulation, or policy;

- (ii) if the Party Planner did not directly perform or complete the Services described in **Exhibit B**;
- (iii) if the Party Planner did not perform the Services to the reasonable satisfaction of the Client; or
- (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

(c) **No Other Compensation.** The compensation set out above and in **Exhibit B** will be the Party Planner's sole compensation under this agreement.

(d) **Taxes.** The Party Planner is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Party Planner under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Client has no obligation to pay or withhold any sums for those taxes.

(e) **Other Benefits.** The Party Planner has no claim against the Client under this agreement or otherwise 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.

4. MATERIAL PARTY CHANGES.

The Client acknowledges that any change to the time, date, or location of the Party (as set forth on **Exhibit A**) or any increase in the number of anticipated guests (as set forth on **Exhibit A**) by more than 5 % (each a "**Material Party Change**") made after the Effective Date may

- (a) cause the Party Planner to become unable or unavailable to provide the Services,
- (b) impact the quality of the Services, or
- (c) result in a need for the provision of services in addition to the Services.

The Party Planner shall make reasonable efforts to accommodate a Material Party Change. If the Party Planner cannot accommodate a Material Party Change, the Party Planner may, at its sole option, terminate this agreement on provision of written notice to the Client. If the Party Planner can

accommodate a Material Party Change, but only by providing services in addition to the Services, these additional services and any associated costs will be determined and agreed to by the parties at the time of that Material Party Change.

5. ADDITIONAL SERVICES.

If the Client asks to supplement the Services with the purchase of Additional Services (as defined in **Exhibit B**) offered by the Party Planner, and the Party Planner agrees and can fulfill that request, the Party Planner will bill the Additional Services to the Client at the rates set forth in **Exhibit B**.

6. PROMOTIONAL RIGHTS.

BY:
The Client hereby grants the Party Planner the limited perpetual right to use, publish, and exhibit, on the internet and in other publications, any digital images or photographs of the Client taken at the Party and details of the Party, solely to promote the Party Planner's business.

7. DISCLAIMER.

The Party Planner 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 Party Planner in connection with the Party.

8. NATURE OF RELATIONSHIP.

The Party Planner shall provide the Services 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. The Party Planner is and will remain an independent contractor in its relationship to the Client. The Client is not responsible for withholding taxes related to the Party Planner's compensation under this agreement. The Party Planner is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Party Planner under this agreement and for all obligations, reports, and timely

notifications relating to such taxes. The Party Planner will have no claim against the Client 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.

9. OTHER ACTIVITIES.

During the Term, the Party Planner may engage in other independent contracting activities, except that the Party Planner may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the PartyPlanner's obligations or the scope of Services to be rendered for the Client under this agreement.

BY:

10. INDEMNIFICATION.

(a) Of Client by Party Planner. At all times after the effective date of this agreement, the Party Planner shall indemnify the Client from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that the Client may incur and that arise from:

- (i) the Party Planner's negligence or willful misconduct arising from the Party Planner's carrying out of its obligations under this agreement;
- (ii) the Party Planner's breach of any of its obligations or representations under this agreement; or
- (iii) the Party Planner's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Party Planner is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Party Planner's own actions, the Party Planner will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Party Planner or the Client resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Party Planner's earnings if the Party Planner had been on the Client's payroll and employed as

an employee.

(b) Of Party Planner by Client. At all times after the effective date of this agreement, the Client shall indemnify the Party Planner and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "**Party Planner Indemnitees**") from all Claims that the Party Planner Indemnitees may incur arising from:

(i) the Client's breach of any of their obligations or representations under this agreement; or

(ii) the Client's nonpayment of other Party vendors or the actions of the Client or their invitees to the Party during the Party. The Client is not obligated to indemnify the Party Planner if any of these Claims result from the Party Planner's own actions or inactions.

(c) Exclusions. The Party Planner is not responsible for damages or other costs occurring because of inclement weather. Any weather that prohibits any part of the Party from occurring does not constitute a breach of the Party Planner's obligations under this agreement. The Party Planner 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 the Party Planner's team and other vendors that have been retained.

11. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this agreement;
and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its

obligations under this agreement.

12. GOVERNING LAW.

(a) Choice of Law. The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. All parties consent to the personal jurisdiction of the state and federal courts in San Diego County, California.

13. AMENDMENTS.

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

14. ASSIGNMENT AND DELEGATION.

(a) No Assignment. No party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. No party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having

the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Party Planner:

Lovely Little Ladies Corporation, dba, Lovely Little Ladies Salon, Spa & Celebration, dba, Lovely Little Ladies Spa On The Go, dba Lovely Little Ladies Party Planning and all it's affiliates

Lovely Little Ladies Corporation

5205 Avenida Encinas Suite A

Carlsbad, California 92008

admin@lovelylittleladies.com

If to the Couple:

Client's Name _____

Street Address: _____

City: _____, California 00000

Email: _____

Daughter's Name _____

Street Address: _____

City: _____, California 00000

Email: **BY:** _____

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

SALON SPA & CELEBRATIONS

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. No party was induced to enter this agreement by, and no party is relying on, any statement,

representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

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.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

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

Lovely Little Ladies Corporation, dba, Lovely Little Ladies Salon, Spa & Celebration,

Date: _____ By: _____

Name: Lovely Little Ladies: _____

Date: _____ By: _____

Name: Client's Name _____

BY:

Date: _____ By: _____

Name: Daughter's Name _____



EXHIBIT A

Client's Name _____ and Daughter's Name _____

CLIENT INFORMATION

Name:

Email Address:

Address:

Telephone Number:



PARTY INFORMATION

Date:

Estimated Number of Guests:

Name and Location:

Start Time:

End Time:

Name and Location of Reception:

Start Time:

End Time:

Other Party Details:

[SIGNATURE PAGE FOLLOWS]

Signature: _____ Date: _____

Signature: _____ Date: _____



EXHIBIT A SPECIFICATION SHEET

1. PARTY SERVICES.

In exchange for the Party Fee, as set forth in section 2 below and subject to the specifications of section 4 below, the Party Planner shall provide the following Services:

(a) Wedding Preparation Services.

(i) provide up to 1 hours per month of in-person consultation time and up to 2 hours per month of consultations via telephone or email to explain the planning process, answer questions, and advise and guide the Client with respect to the Party decision-making and etiquette;

(ii) attend up to 3 to appointments with vendors and service providers of the Client's choosing;

(iii) assist with the Client's preparation of a budget for the Party;

(iv) at the direction of the Client, research appropriate party vendors and service providers and provide recommendations on those;

(v) prepare timelines and floor plans for the party, vendors, and service providers;

(vi) review all vendor and service provider contracts and contact all vendors and service providers to confirm details at least 7 days before the Wedding

(vii) Quinceanera;

(viii) Sweet 16;

(ix) Debut;

(x) Bat Mitzvah;

(xi) Spa/Birthday Parties;

(xii) Bridal Showers; and

(xiii) Baby Showers.

(b) Party Rehearsal Services.

- (i) confirm the date, time, and location of the rehearsal with the venue at least 30 days before the rehearsal;
- (ii) confirm ceremony details with the officiant at least 30 days before the rehearsal; and
- (iii) direct the party rehearsal.

(c) Party Day Services.

- (i) arrive at the party location at least 2 hour(s) before the arrival of guests and provide as many hours as may be necessary of coordination, facilitation, and supervision on the day of the Party;
- (ii) supervise the set-up of the ceremony and reception locations and be available by phone and in-person to assist vendors and service providers with any questions or issues;
- (iii) oversee the ushers and seating of guests, signing of the guest book, and collection of gifts;
- (iv) facilitate the ceremony processional and cue the party;
- (v) supply a party emergency kit, including items like aspirin, feminine products, safety pins, and a sewing kit;
- (vi) at the direction of the Client, place favors, place cards, programs, and other items;
- (vii) direct all entertainment, announcements and events during the reception; and
- (viii) ensure payment of any balances and tips to vendors and service providers.

2. COMPENSATION.

- (a) **Party Planning Fee.** As full compensation for the Services, the Client shall pay the Party

Planner, in cash, by credit card, or by money order or check made payable to Lovely Little Ladies Corporation, dba, Lovely Little Ladies Salon, Spa & Celebration, dba, Lovely Little Ladies Spa On The Go, dba Lovely Little Ladies Party Planning and all it's affiliates, the total sum of \$0.00 (the "**Party Planning Fee**").

(b) Payment Schedule.

(i) A deposit of 15% (the "**Deposit**"), to be applied to the Party Planning Fee, will be due and payable on execution of the agreement to reserve the Party Planner for the Event.

(ii) The balance of the Party Fee will be due and payable in 3 installments.

BY:

(c) Late Payments.

(i) Any late payment will result in a charge of \$0.00, which will be added to the balance due or, if no balance remains, will be invoiced to the Client

(ii) Each bounced check will result in a charge of \$0.00, which will be added to the balance due or, if no balance remains, will be invoiced to the Client.

(iii) If a payment is not received by the Party Planner within 5 days after it is due, the Client will be in default of the agreement and the Party Planner may stop performance of the Services until payment is received. If payment is still not received within those 5 days, the Party Planner will begin collection efforts against the Client to collect any balance due.

(d) Expenses. Any actual out-of-pocket costs or fees (the "**Expenses**") incurred by the Party Planner in performing the agreement are the Client's responsibility. The Party Planner shall invoice the Client monthly for reimbursement. Any Expenses that also benefit another client of the Wedding Planner will be shared on a *pro rata* basis between the Client and those other clients. The Client shall pay invoices for Expenses according to the terms of the invoice. On request, the Party Planner shall provide the Client with receipts or paid bills to substantiate the Expenses. The Client Planner may not incur any single-item Expense greater than \$0.00 or aggregate Expenses greater than \$0.00 without the

Clients prior consent.

3. ADDITIONAL SERVICES.

Subject to the availability and agreement of the Party Planner, the Client may supplement the Services by purchasing the following additional services (the **Additional Services**") from the Party Planner at the following rates:

(a) \$95.00 per hour for additional in-person, email, or telephone consultation time or attendance at additional vendor or service provider appointments.

(b) \$95.00 per hour for assistance with transportation arrangements for the Party or the planning of wedding-related events, such as the rehearsal dinner, postnuptial brunch, or honeymoon.

(c) \$95.00 per hour for the running of party-related errands, including the picking up or delivering of equipment, supplies, attire, and documents.

(d) \$95.00 per hour for travel time for any trip over 00 miles roundtrip.

Invoices for any Additional Services will be paid by the Client by the due dates provided on those invoices.

4. SPECIFICATIONS.

The parties agree to the following specifications about the Party and the Services to be provided:

(a) The Party Planner will not, in connection with the performance of any of the Services, including consultations with the Client, attending appointments with vendors or service providers, and directing of the rehearsal, be required to travel more than 119.6 miles, except in its discretion and following arrangements for the reimbursement of travel costs and expenses.

(b) The Party Planner will wear attire appropriate for a Professional party.

(c) The Party Planner will use professional judgment and, to the extent possible, consult with the Client before taking any action in connection with any weather change, tardiness, or other emergency issues that may arise on the day of the Party.

[SIGNATURE PAGE FOLLOWS]



EXHIBIT A

By signing below, the parties agree to comply with all of the requirements contained in this specification sheet.

Lovely Little Ladies Corporation, dba, Lovely Little Ladies Salon, Spa & Celebration, db

Date: _____ By: _____

Name: Lovely Little Ladies Corporation, dba, Lovely Little Ladies Salon, Spa & Celebra

Title: Authorized: _____

Date: _____ By: _____

Name: Client's Name _____

Date: _____ By: _____

Name: Daughter's Name _____