

Terms Overview

<u>Eventective's Agreements tool</u> allows you to easily create and send agreements, such as proposals or contracts, to your prospective clients. In the Terms section, you can outline any important terms and conditions for your agreement. These can be set up in your <u>Templates</u> section with <u>Template Variables</u>.

You are encouraged to customize each template as you see fit and add any terms pertinent to your prospective clients. Eventective is not responsible for agreements made between event professionals and clients. Any contracts, negotiations, or disputes arising from these agreements are the sole responsibility of the involved parties.

Indemnification

PLANNER_FULL_NAME shall indemnify, defend and save harmless BUSINESS_NAME, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by PLANNER_FULL_NAME, their agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. PLANNER_FULL_NAME hereby releases BUSINESS_NAME from any and all liability or responsibility to PLANNER_FULL_NAME or anyone claiming through or under PLANNER_FULL_NAME by way of subrogation or otherwise for any loss or damage to equipment or property of PLANNER_FULL_NAME covered by any insurance then in force.

Insurance

PLANNER_FULL_NAME shall, at their own expense, obtain and maintain throughout the term of this agreement, comprehensive general liability insurance coverage. The coverage shall be in amounts not less than [specific limits], with BUSINESS_NAME listed as an additional insured.

Damages

PLANNER_FULL_NAME shall be responsible for any and all damages to BUSINESS_NAME, its furnishings, fixtures, or any other property belonging to BUSINESS_NAME, caused by PLANNER_FULL_NAME, their guests, or their subcontractors.

Cancellation

PLANNER_FULL_NAME may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such election to BUSINESS_NAME, at no cost to PLANNER_FULL_NAME. If PLANNER_FULL_NAME shall elect to cancel this agreement between 29 days prior to the Event Date, PLANNER_FULL_NAME will be charged 100% of the deposit paid and any expenses incurred in good faith by BUSINESS_NAME in preparation for PLANNER_FULL_NAME's use of the Facility. For cancellations 28 days prior to Event Date, PLANNER_FULL_NAME will be charged 100% of the Rental Costs and deposit any expenses incurred by BUSINESS_NAME.

Force Majeure

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, storm, or other event beyond the control of either party.