

Client Contract and Agreement

This Client Contract and Agreement ("Agreement") is made effective as of _____, 200__ by and between Angie Slater d/b/a Classic Wedding Consulting ("Classic Wedding Consulting"), of 2624 Lind Street, Quincy, Illinois 62301; and _____ (individually and collectively hereinafter "Wedding Couple") of _____.

RECITALS:

WHEREAS, the Wedding Couple represents that the Wedding Couple plans to be married on _____, 200__ (hereinafter "Wedding Date") and the Wedding Couple desires to have Classic Wedding Consulting perform certain wedding planning coordination services; and

WHEREAS, the parties hereto desire to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The services available from Classic Wedding Consulting are set forth on the Service Package Information Sheet, a copy of which is attached hereto and incorporated by reference as if fully set forth herein. The Wedding Couple agrees to pay for the package selected below and Classic Wedding Consulting agrees to provide the services as set forth on the Service Package Information Sheet for said selected package. Classic Wedding Consulting will provide only those services included in the specific service package purchased by the Wedding Couple and identified hereinbelow. The Wedding Couple agrees to purchase the following package for the following price ("Purchase Price") from Classic Wedding Consulting:

(Initial One)

- _____ Wedding Weekend Package - \$430.00 package
- _____ Complete Planning Package - \$1,170.00 package
- _____ Other Customized Package – Totaling \$ _____

2. COMPENSATION FOR SERVICES.

- A. The Wedding Couple shall pay a deposit in the sum of \$300.00 upon execution of this Agreement. This deposit shall be applied toward the Purchase Price of package purchased and identified in paragraph 1 hereinabove.
- B. The remaining balance of the Purchase Price due from the Wedding Couple to Classic Wedding Consulting is in the sum of \$_____. The Wedding Couple shall pay the remaining balance of the Purchase Price in consecutive monthly installments of \$_____ beginning on the _____ day of _____, 200__, and in the sum of \$_____ on the _____ day of each and every month thereafter, which said installments shall first be applied to late fees and the balance of said installment shall be applied to the Purchase Price. Such monthly installments shall continue until the entire Purchase Price of the package evidenced by this Agreement is fully paid, except that any remaining balance due, if not sooner paid, shall be due and payable on _____, 200__.
- C. Any monthly installment that is not paid within _____ days of the due date shall be deemed a late payment and a late penalty of \$_____ shall apply and be added to the balance due Classic Wedding Consulting under this Agreement.
- D. Payments may be made by cash or personal or cashier checks. Payments should be made payable to _____ at _____.

3. **DATE CHANGES.** The Wedding Couple agrees that in the event of a Wedding Date change, any expenses including, but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Wedding Couple. The Wedding Couple further understands that Wedding Date changes can impact the quality of the event and that Classic Wedding Consulting is not responsible for these compromises in quality. Furthermore, Classic Wedding Consulting reserves the right to charge the Wedding Couple up to \$_____ in addition to the payment of the Purchase Price of the package selected for the additional services that will be required because of a change in the Wedding Date. The specific additional cost of services will be provided to the Wedding Couple upon confirmation of a Wedding Date change.

4. **WEDDING COUPLE RESPONSIBILITY.** The Wedding Couple is responsible for all decisions regarding their wedding and Wedding Date, including but limited to responsibility for selection of all vendors, third parties, individuals, entities, venues, participants, clothing, decorations, music, food, beverages, etc. and payment for the services or goods provided. Classic Wedding Consulting is a consulting service only. Classic Wedding Consulting is not responsible for the failure of any vendor, individual, entity or third party to deliver the quality or quantity of services or goods expected by or contracted for with the Wedding Couple. Classic Wedding Consulting hereby expressly waives any warranty of fitness for a particular purpose or warranty of merchantability with regard to any service, good, individual, entity, vendor or third party recommend to or used by the Wedding Couple by Classic Wedding Consulting during services rendered under this Agreement. The Wedding Couple agrees that the Wedding Couple shall be responsible for executing all contracts with and making all deposits and timely payments to all individuals, entities, vendors, and third parties involved in providing goods or services for their wedding.

5. **REFUND.** If the Wedding Couple terminates this Agreement by sending a written notice of termination of the Agreement ("Termination Notice") and the same is received by Classic Wedding Consulting within 14 days of the execution of this Agreement, Classic Wedding Consulting agrees to refund the Wedding Couple their entire \$300.00 deposit. If the Wedding Couple elects to terminate the Agreement any time between the 15th and 30th day after the date of the execution of this Agreement, the Parties agree that Classic Wedding Consulting will retain \$150.00 of the deposit for having reserved the Wedding Date, irrespective of whether services were rendered or not, and \$150.00 of the deposit will be refunded to the Wedding Couple. If either party terminates the Agreement more than 30 days after execution of the Contract, the \$300.00 deposit will be retained by Classic Wedding Consulting for services rendered and reservation of the Wedding Date. The retention of the \$300.00 deposit by Classic Wedding Consulting after 30 days from the execution of this Agreement shall not be the exclusive remedy of either party or be construed as a liquidated damages provision and each party hereby expressly reserves the right to use all other remedies available to the party by law.

6. **DEFAULT/FAILURE TO PAY.** In the event the Wedding Couple fails to make the required monthly payment within 15 days of the due date, the Wedding Couple shall be deemed in default of this Agreement and a late penalty charge in the amount of \$_____ shall be applied to the balance due Classic Wedding Consulting. If the Wedding couple fails to make the required monthly payment within 30 days of the date on which the installment was due, Classic Wedding Consulting may cease all services to the Wedding Couple and may terminate this Agreement. If the Wedding Couple fails to pay the entire balance of the Purchase Price of the package when due, Classic Wedding Consulting may immediately cease all services to the Wedding Couple and terminate this Agreement. In the event that the Wedding Couple fails to make a monthly installment payment required hereunder or fails to pay the balance of the Purchase Price when due, Classic Wedding Consulting shall not be responsible in any manner whatsoever for any damages suffered by the Wedding Couple or any third party resulting from Classic Wedding Consulting ceasing to provide services as outlined herein for the Wedding Couple and terminating this Agreement. In addition, the Wedding Couple agrees to hold harmless and indemnify Classic Wedding Consulting from any claims of damages made by any third party related to Classic Wedding Consulting terminating this Agreement.

7. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party at any time, with or without cause, upon written notice of termination to the other party. If the Wedding Couple elects to terminate the Agreement, written notice must be signed by both members of the Wedding Couple before the Agreement will be deemed terminated. Upon termination of this Agreement prior to the wedding of the Wedding Couple, Classic Wedding Consulting shall be entitled to receive for services rendered to the Wedding Couple the sum of the lesser of: (a) the purchase price of the package selected in paragraph 1 herein, plus any late fees and additional charges for Wedding Date changes; or (b) the sum equivalent to the number of hours of services rendered to the Wedding Couple by Classic Wedding Consulting at the rate of \$15.00 per hour, plus any late fees previously charged.

8. **COSTS.** In the event that there is a default by the Wedding Couple for failure to pay any amounts due hereunder or this Agreement is terminated by either party, then Classic Wedding Consulting shall be entitled, irrespective of whether litigation is actually commenced, to collect any expenses or costs, including but not limited to

reasonable attorney's fees, court costs, services fees, etc., incurred in connection with the enforcement of the terms of this Agreement.

9. **SECTION HEADINGS.** The section headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

11. **BINDING.** This Agreement is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

12. **JURISDICTION AND VENUE.** Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Central District of Illinois or any Illinois State Court sitting in Adams, County, Illinois, having jurisdiction over the subject matter of the dispute or matter. All parties hereto hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

13. **TERMS.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.

14. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. **NOTICE.** Any notice required to be given hereunder shall be deemed given to the other party if delivered in person to that party or by sending such notice in a properly addressed envelop, postage prepaid to that party at the addresses set forth herein for each party. Notice to either member of the Wedding Couple shall constitute notice to the both members of the Wedding Couple.

20. **LIABILITY.** Each member of the Wedding Couple is jointly and severally liable for all liabilities incurred hereunder.

ANGIE SLATER d/b/a CLASSIC WEDDING CONSULTING:

By: _____

Angie Slater
Bridal Consultant

WEDDING COUPLE:

By: _____ Date: _____

By: _____ Date: _____

Address: _____ Phone: _____ Fax: _____

E-Mail: _____

SERVICE PACKAGE INFORMATION SHEET

A. Wedding Weekend Planning

1. Initial "Meet the Couple" Consultation
2. 2 Planning Meetings
3. Supervision of both ceremony and reception set-up
4. Rehearsal Attendance
5. Wedding Day Direction

B. Complete Planning

1. Initial "Meet the Couple" Consultation
2. Assorted Vendor Listing
3. Extensive Wedding Planning Checklist
4. Monthly Planning Meetings
5. Wedding Budget Planning
6. Vendor Meeting Scheduling
7. Wedding Etiquette Advice
8. Decoration/Theme Consultation
9. Supervision of both ceremony and reception set-up
10. Rehearsal Attendance
11. Wedding Day Direction