Sample Services Agreement

THIS AGREEMENT is made this [date] day of [month], 200___.

BETWEEN

[insert name of your client] (the "Client"); and [insert your name or your company's name]

(the "Event Planner"),

collectively referred to as the "Parties."

The Client wishes to be provided with the Services (defined below) by the Event Planner and the Event Planner agrees to provide the Services to the Client on the terms and conditions of this Agreement.

1.1 Services

The Event Planner shall provide the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement:

[Insert a description of the services here]

1.2 Fees

As consideration for the provision of the Services by the Event Planner, the fees for the provision of the Services is **[insert fees here]** ("Fees").

The Client **[shall/shall not]** pay for the Event Planner's out-of-pocket expenses comprising **[insert here, if agreed]**.

1.3 Payment

The Client agrees to pay the Fees to the Event Planner on the following dates: [also specify whether the price will be paid in one payment, in installments or upon completion of specific milestones].

The Event Planner shall invoice the Client for the Services that it has provided to the Client [monthly/at the event/after the event]. The Client shall pay such invoices [upon receipt /within 30 days of receipt] from the Event Planner.

Any charges payable under this Agreement are exclusive of any applicable taxes and such shall be payable by the Client to the Event Planner in addition to all other charges payable hereunder.



1.4 Warranty

The Event Planner represents and warrants that it will perform the Services with reasonable skill and care.

1.5 Limitation of Liability

Subject to the Client's obligation to pay the Fees to the Event Planner, either party's liability arising directly out of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Fees.

The Event Planner assumes no liability due to the quality of items or services purchased for the Client.

1.6 Term and Termination

This Agreement shall be effective on the date hereof and shall continue until the date of the event unless terminated sooner. If the Client terminates this agreement for any reason more than 10 days before the scheduled event, the Client will forfeit the deposit paid to the Event Planner and the Client shall reimburse the Event Planner for all outstanding outof-pocket expenses. If the Client terminates this agreement for any reason within 10 days of the scheduled event, the full fee is payable to the Event Planner and the Client shall reimburse the Event Planner for all outstanding out-of-pocket expenses.

1.7 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Event Planner, its employees, sub-contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties.

1.8 Confidentiality

Neither Party will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature.

1.9 Miscellaneous

The failure of either party to enforce its rights under this Agreement at any time for

any period shall not be construed as a waiver of such rights.

If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
This Agreement constitutes the entire understanding between the Parties relating to the event and supersedes all prior representations, negotiations or understandings with respect to the event.
Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, or industrial dispute.
This Agreement shall be governed by the laws of the jurisdiction in which the Client is located.
Agreed by the Parties hereto:
SIGNED by
on behalf of
[the Client]
SIGNED by
on behalf of
[the Event Planner]

All Rights Reserved © Arab British Academy for Higher Education

