

EVENT AGREEMENT

THIS AGREEMENT is made and entered into by the client the name and address of whom or which are set forth in the signature box of this Agreement (the “**Client**”) and BUTTERFLY BIRTHDAYS LLC having an address at 1 Wardman Street, White Plains, NY 10603 (“**BB**”).

WHEREAS, the Client wishes to engage BB to organize and provide an event (the “Event”) described on Schedule A of this Agreement and BB accepts such engagement, subject to the provisions of this Agreement; and;

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Client and BB agree to the foregoing and as follows:

1. ENGAGEMENT.

Subject to the terms and conditions of this Agreement, the Client hereby engages BB as an independent contractor and BB hereby accepts such engagement, to organize and conduct the Event that is fully described on Schedule A.

2. TERM.

The term of this Agreement (the “Term”) commences on the date hereof and expires upon completion of the Event.

3. COMPENSATION; CANCELATION RIGHTS AND REFUNDS.

A. The total fee for the services provided pursuant to this Agreement (the “Fee”) and its breakdown are set forth on Schedule B or C to this Agreement. If Client fails to timely make any of the installment payments set forth on Schedule B or C, it shall be deemed to be in breach of this Agreement, and, upon such breach, among other remedies that shall be available to BB, BB shall be relieved from the responsibility to perform its obligations hereunder.

B. Subject to the provisions of this Par. 3, the Client has the right to cancel the Event by sending a written notice to that effect to BB’s address set forth in the preamble to this Agreement or to the following email addresses: benge2001@msn.com, jayne.ahearn@verizon.net or butterflybirthdays@yahoo.com.

C. If written notice of cancellation is received by BB at least thirty (30) days prior to the date of the Event, then the Client is entitled to refund of all prepaid amounts less \$100 to cover BB’s administrative and processing expenses.

D. If written notice of cancellation is received by BB less than thirty (30) days prior to the date of the Event but more than fourteen (14) days prior to the date of the Event, then the Client is entitled to refund of all prepaid amounts less the sums expended by BB on the preparation for the Event (including without limitation, the cost of purchasing party goods, nonrefundable deposits placed by BB with vendors and other service providers and their cancellation fees).

E. If written notice of cancellation is received by BB fourteen (14) or less than fourteen (14) days before the Event, then no refund is due to Client and the Client shall promptly pay BB a cancellation fee as set forth on Schedule B or C.

4. RESCHEDULING; FORCE MAJOR.

A. Either party may reschedule the Event for another date mutually acceptable to both parties but only for reasons outside such party’s reasonable control. By way of example, such reasons include: (i) sickness of a birthday boy or girl; (ii) weather conditions which would normally trigger a school cancellation; (iii) heavy rain in the forecast for the date of the Event (if scheduled outdoors). Notwithstanding the foregoing, if the Client is an institution (like a school) and has the capacity to move the Event indoors (for example, into a gym), then no weather related rescheduling is permitted. Furthermore, if for reasons outside BB’s reasonable control the Event cannot be rescheduled within seven (7) days from the date it was originally scheduled for, BB may require Client to pay, and Client agrees to pay prior to the rescheduled date of the Event, the cost of reordering butterflies.

5. INSURANCE.

The Client warrants and represents to BB that it has, and the location of the Event is covered by, general liability insurance covering property loss and bodily injuries.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each party represents, warrants and covenants to the other as follows: (a) it is duly authorized to enter into this Agreement and to perform all of its obligations hereunder; (c) the signer of this Agreement has been duly authorized to execute and deliver this Agreement by the party on whose behalf (s)he signs this Agreement; (d) this Agreement constitutes the party's legal, valid and binding obligation enforceable in accordance with its terms; (e) it has obtained all licenses, authorizations, consents and approvals of governmental bodies or agencies (if any) required in connection with the execution and delivery of this Agreement or in connection with the performance of its obligations hereunder; (i) the entering into and performance of this Agreement or any other document or agreement contemplated hereby will not violate any judgment, order, law or regulation applicable to it. The representations, warranties and covenants set forth in this paragraph shall survive the Term of this Agreement and the early termination of this Agreement.

7. INDEMNIFICATION.

The Client acknowledges that BB will have no control over the conditions of the area and/or premises where the Event will be taking place nor will BB have any control over the safety or well being of any of the children and adults participating in the Event. Therefore, the Client shall, and hereby does, indemnify, defend and hold harmless BB and its members, contractors and employees from and against all actions, suits, proceedings, claims, demands, judgments or appeals against BB arising out of or resulting from or in connection with: (i) claims for bodily injury or property damage sustained or allegedly sustained by children and adults participating in the Event, and (ii) the services rendered by BB pursuant to this Agreement. In connection with the foregoing, the Client agrees and shall pay any and all costs incurred by BB, its members, contractors and employees, including court costs, expenses, and/or reasonable attorneys' fees. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

8. NOTICES.

Any notices required or otherwise given in connection with this Agreement shall be sufficient if in writing and delivered in person, sent by reputable overnight service, sent by certified mail, postage prepaid, return receipt requested, or via emails of the individuals affiliated with the party. Delivery shall be effective upon receipt.

9. MISCELLANEOUS.

- (a) Choice of Governing Law and Venue. This Agreement shall be governed by, and shall be construed and enforced pursuant to and in accordance with the laws of the State of New York. Any controversy between the parties hereto, resulting or related to this Agreement shall be adjudicated by the courts located within the County of Westchester, State of New York. The prevailing party in a law suit shall be entitled to collect from the other party the prevailed party's expenses of litigation, including without limitation, the court fees and reasonable attorneys' fees.
- (b) Assignment; Amendment. Neither party may assign this Agreement; this Agreement cannot be amended or modified except by written instrument executed by both parties.
- (c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (d) Severability. If any term of provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court or competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- (e) Waiver; Delay in Enforcement. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. Each party can delay enforcing or fail to enforce any of its rights under this Agreement without losing them.
- (f) Entire Understanding. This Agreement and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(g) Headings. The headings or captions under paragraphs of this Agreement are for convenience and reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

(h) Travel- BB does not travel beyond the Westchester/lower Fairfield County areas. A travel fee will be assessed according to the timing of the event and the distance.

(i) ***BOTH PARTIES AND/OR THEIR REPRESENTATIVES HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF THE PARTIES WITH RESPECT TO THIS AGREEMENT.***

THE CLIENT:

BUTTERFY BIRTHDAYS LLC

(name)

(address)

Telephone: _____

By: _____

Name:

Title:

By: _____

Name:

Title: Member

Date of the Agreement: _____, 20__

SCHEDULE A

Event Description:

Parties: _____ name and age of the Birthday person

Event Date and timing: _____

Event Location: _____

SCHEDULE B (Parties)

The Basic compensation (the “Fee”) for organizing and conducting the Event \$ 900.00

Additional guests \$15 x _____ number of guests over 15 \$ _____

Frame Craft \$6 x _____ number of guests \$ _____

Frame and Picture Craft \$15 x _____ number of guests \$ _____

Travel fee (if beyond our service area) \$ _____

Total Compensation \$ _____

The Fee shall be paid as follows:

At signing of this Agreement: \$ 100.00

At least 30 days before the date of the Event: \$ 250.00

The balance of the Fee on the date of the Event: \$ _____

Cancellation Fee (if cancelled 14 days or less days before the Event): \$ 250.00

SCHEDULE C (Organizations)

The Basic compensation (the “Fee”) for organizing and conducting the Event \$ 1500.00

Plaster Butterflies \$1 x _____ number of students/campers \$ _____
(Up to 150 free per event if booking two or more dates)

Total Compensation \$ _____

The Fee shall be paid as follows:

At signing of this Agreement: \$ 100.00

At least 30 days before the date of the Event: \$ 250.00

Travel fee (if beyond our service area) \$ _____

The balance of the Fee on the date of the Event: \$ _____

Cancellation Fee (if cancelled 14 days or less days before the Event): \$ 250.00