



This agreement made on (Date) _____, between (Parent(s) Name) _____, and [Wiggle Worm Home Based Learning] for (Event/Party) _____ on an initial retainer of \$ of _____\$ and a signed contract must be secured prior to any services being performed by consultant.

Contracted package includes all services described in selected package details reviewed and distributed to clients. Any additional services/products requested by the client incurred by the consultant will be billed directly to the client at cost. All services contracted cannot be deducted, but additional services can be added. The current event date is valid 1-week post origination date to secure services.

Provided Documentation

All documentation created and provided to the client is owned and copy-written by Wiggle Worm Home Based Learning and cannot be used or given to any other 3rd party.

Destination

For all events deemed as destination (taking place beyond 125 mile vicinity), additional fees are applicable, such as round trip airfare, hotel stay for 4-5 days & 3-4 nights pending complexity, and car rentals from the airport and back during the stay. All travel can be arranged by clients per specifications of Wiggle Worm Home Based Learning or arranged by Wiggle Worm Home Based Learning with the agreement of payment invoiced.

Attire

All associates will wear proper attire which is the Wiggle Worm Home Based Learning Polo shirt or attire according to theme of Event/Birthday.

Day of service – Will be a Wiggle Worm Home Based Learning management team will be present and manage the day of activities.

Liability

It is understood that Consultant is only liable for services completed and provided by the Consultant and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall Consultant be liable for consequential damages of any kind.

Cancellation Policy

If the event is cancelled, no portion of the fees paid to Wiggle Worm Home Based Learning will be returned. If the event is cancelled less than 6 months before the date, 2nd payment will be required to compensate for hours of service

already rendered and loss of event date. If the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

Postponement Policy

If event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new event date being established, second payment will be required at time of service re-start.

Responsibility

Consultant is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the consultant, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, the consultant will obtain, upon approval of the client, a qualified professional replacement to fulfil consultant's obligations under the contract, at no additional charge to the client.

Overtime

Additional unplanned and/or un-contracted services (such as but not limited to, full redo of design, day of event extension of time, services outside of scope of agreement, managements, etc) are considered overtime and will be billed with prior notification and consent at the rate of \$130 per hour.

Costs

any purchased items on behalf of client for day of event or prior will be billed directly to client at cost of goods and mileage at \$.52 per mile if extensive travel (beyond 25 miles) is required to be acquired.

Contracted Vendor and Payments

Any rentals and/or subcontracted vendors contracted on behalf of client will be paid in full to Consultant directly at requested deadline. Proper notice will be provided per cost.

Damage or Loss of Accessories Client agrees to exercise all due care in caring for and preserving the property of Consultant. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost.

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

Appropriate Conduct/ Safe Working Environment:

{Event}

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Provider]'s discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Provider] will immediately leave the event. If the [Provider] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Provider] work, and the Client(s) shall be responsible for payment in full.

Non Event:

The Client(s) expressly agree(s) to take best efforts to provide Wiggle Worm Home Based Learning] and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Provider] staff, [Provider] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Provider] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Provider] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Provider]work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Provider] resumes work detailed in this Agreement.

The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Client Signature: _____

Date:_____

Provider Signature:_____

Date:_____