

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Services (hereinafter referred to as “Agreement”) is entered by and between Designs by Delissa, a business hereinafter referred to as “Contractor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Client”.

For and in consideration of $\_\_\_\_\_\_\_\_\_\_ the receipt of which is hereby acknowledge, the undersigned does hereby covenant, contract and agree as follows. This amount secures the date of your event and is **non-refundable.** This amount will be applied to the total amount due to reduce the final payment due and owing the Contractor from the Client.

**Services:**

The contractor is hereby employed as a Certified Wedding Consultant, and shall perform all services and duties as defined on attached form as set forth in that package, which is attached hereto and made a part hereof.

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows.

**Consulting Fees:**

Client agrees to pay the Contractor as follows: Fixed fee of $\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_

Payment shall be payable as follows:

$\_\_\_\_\_\_\_\_\_\_ **non-refundable retainer, due at the time this Agreement is executed:**(retainer is half of your total consulting fee)

$\_\_\_\_\_\_\_\_\_\_ second payment due 60 days after execution of the Agreement (\_\_\_\_\_\_\_\_\_\_)

$\_\_\_\_\_\_\_\_\_\_ balance due four (4) weeks prior to the event date (\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Term:**

The term the Agreement shall begin on the date hereby as the date shown below, and unless sooner terminated as provided elsewhere in this Agreement, shall continue until the day following the Event Date.

In the event your wedding date changes within 30 days of signing this Agreement, the Client and the Contractor will need to reassess if any changes need to take place to this Agreement due a date change. The newly scheduled date must bow on a date that is available on the Contractor’s schedule. If the wedding date changes after 30 days from the date this Agreement is signed, there will be $400.00 fee assessed. This fee is payable upon receipt of the invoice.

**Guest Count:**

If your guest count is above 100 people, or if you are having a seated dinner, Designs by Delissa will need to hire additional staffing for set-up. You will be invoiced for this amount separately and the client agrees to pay the required amount. \_\_\_\_\_\_\_\_\_ (Please Initial Acceptance)

Based on your specific needs, Designs by Delissa will be able to determine the exact number of staffing needed and the Client will be notified prior to the wedding. Extra staffing is billed @ $25.00 an hour for minimum of 4 hours.

**Cancellation**

In the event the wedding is cancelled or an early termination of this Contract occurs, the following payment schedule will apply:

* + 90 to 180 days prior to event date:
    - Seventy-five percent (75%) of the original fee must be paid
  + Less than 90 days prior to the event date:
    - One hundred percent (100%) of the original fee must be paid

The Contractor has the right to cease work and keep all funds received for the services if the client does not make timely payments as set forth herein. In the event Client needs to cancel this Agreement, payment for any services rendered will be due at the time of cancellation by Client as established in this Agreement. Payment for prior services completed will be **non-refundable**.

**Late Fee: $25.00 charge for any late payment and pass due payment each month.**

**Bank Fee Charge:**

A fee of $50.00 will be invoiced to Client by Contractor for any returned checks for insufficient funds and must be paid upon receipt of invoice. In the event of a returned check duet insufficient funds, no work will be performed by Contractor until full payment is received plus any bank fees charged are received by Contractor and paid by Client.

**Direction:**

Until the Client advises Contractor otherwise, the Contractor shall report to and receive direction from the Client only. Client is responsible for advising family members of this procedure in order to eliminate confusion during the planning stages and the wedding day. No changes or additions will be made without the consent of the Client.

**Client Responsibilities:**

Client will contract directly with all persons who may provide services, goods, or accommodations in connection with their event; and the Client shall be responsible for and satisfy all obligations owed to such persons in connection with the services, goods or accommodations they provide. Client will make all required payments according to signed contracts, directly to the industry professional on a timely basis.

Client will provide copies of all signed contracts with industry professionals to the Contractor within ten (10) days of the date of the contract signing.

Client agrees to communicate and disclose promptly and changes in wedding plans as quickly as possible, but not later than one week of a change.

Client will not hold Contractor liable or responsible for any error made on the part of any industry professional with which they contracted for their event and shall be saved and held harmless by Client from and against any and all claims and damages of every kind of person or persons arising out of attributed directly or indirectly to the operations or performance of Contractor under this Agreement.

**Additional Services:**

If after executing this Agreement, the Client desires the Contractor to provide additional services other than those called for the Agreement, additional arrangements will be made at that time and will be separate from this Agreement.

If the performance by the Contractor of any provision of this agreements delayed or prevented by any act of God, war, strike, lockout, shortage of material or labor, restriction of any governmental authority, civil riot, flood andante orate cause not within the control of Contractor, then this Agreement may be cancelled at Contractor’s option.

In the case Coordinator suffers an illness, incapacitation, or death, or death in family affecting completion of the services agreed upon the contract, all effort will be made on the part of the Contractor to find a replacement of similar experience and ability to Contractor from among the graduates of Dallas Wedding Planner to fulfill the requirements set out in this Agreement. In the event that Contractor is unable to perform due to any of the circumstances described in the preceding sentence, any fees or deposits paid to Contractor shall be paid by Contractor to the replacement and Contractor shall assume responsibility for any fees due to replacement in excess of the amount agreed upon in this Agreement.

**Promotion/Publicity**

Contractor has permission to use of the Client’s picture, those either taken by Contractor or taken by a hired photographer, for promotional material in ads, newspaper ads, brochures, and websites. If the Contractor is approached by another (third party) to use said pictures of Client, the Contractor agrees to contact Client asking for permission to release pictures to said third party. Contractor agrees that no picture will be released to another party without obtaining prior written consent from the Client. Client will not hold Contractor liable or responsible if any picture is taken without written express permission and used by an independent third source.

Yes, Permission Granted\_\_\_\_\_\_\_\_\_\_\_ No, Permission Not Granted\_\_\_\_\_\_\_\_\_\_\_

The Agreement may only be modified in writing and contains the entire terms of the Agreement between the parties. I have read and understood and agree to the conditions, fees, payment schedule and Client responsibilities as stated in this Agreement. Client understands failure to comply with the terms of this Agreement, releases Contractor of any liability and voids this contract if Contractor feels necessary.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year set forth below.

Consultant: Client:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delissa A. James-Peterson Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certified Wedding Consultant

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Clients Info:**

Brides Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B-Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

G-Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Groom’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wedding Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rehearsal Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wedding Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rehearsal Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ceremony Venue:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reception Venue:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Guests:\_\_\_\_\_\_\_\_\_

Found Designs by Delissa through what source:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_