

Paradus Event Master Service Agreement

This Master Agreement between Paradus Event, a sole proprietorship and You <Your name> located at <Your address>, consists of this document and other documents (“Transaction documents”) that are executed whenever Services are requested.

You may provide You and You may buy Services by executing Transaction Documents under this Master Agreement.

Definitions

The following terminology applies to this Master Service Agreement, Our Privacy Statement and Disclaimer Notices, and any or all Transaction Documents:

“You”, “Your” refers to you requestor of services “We” and “Ourselves” refers to Paradus Event the provider of services.

“Party”, “Parties”, or “Us”, refers to both you requestor of services and Ourselves the provider of services, or either the You or Ourselves.

Transaction documents can include Picnic Request Form, Event Request Forms, Add-on Options

Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or the, are taken as interchangeable and therefore as referring to same.

Services

The Parties acknowledge that their obligations pursuant to this Agreement serve as good and valuable consideration for this Agreement. Event Planner provides the following services for You.

Location and Delivery

We can accommodate both outdoor and indoor picnic locations! We will do our best to accommodate your location request. We can offer to you several local parks for your event from our list also. Package prices for “Full service” picnics include delivery within 20 miles in North Dallas area. Delivery to suburbs outside of this radius will incur additional delivery fees.

If a “Full service” picnic has been booked, parking within 50 meters of the picnic location must be available. Access must also be flat. Max distance from parking to picnic spot with additional staff is 100 meters.

Setup and Breakdown

Paradus Event will deliver, set-up, and breakdown everything included in your package. We will also provide a trash container and remove the trash after the event.

Equipment

All Equipment supplied on hire is the property Paradus Event. You will be responsible for items such as tables, pillows, tablecloths, plates, goblets, ceramic bowls, vases, speakers, iPod, props and other decorations. Any damage, loss or extensive cleaning will result in an additional fee. Fees cover the full cost of extensive cleaning, repairing, or purchasing a replacement. These fees are payable within seven days of such loss or damage unless agreed otherwise. The Customer shall pay for all equipment damage or loss however caused during that period.

Alcohol and Drink Service

We want you to enjoy your event with Us. Paradus Event will offer and provide a variety of non-alcoholic beverages. Unfortunately, we cannot provide alcohol. You may bring other beverages. You are fully responsible for the beverages that you bring, Paradus Event takes no responsibility for beverages you may bring or consume or any penalties that may be levied. It is your responsibility to check beverage laws of any venue or public place where we agree to setup Your Event. Please be aware, most public parks are prohibited from drinking alcohol and a fine can be issued. Paradus Even reserves the right to cancel any event without refund if we feel any minors are being served or patrons are intoxicated.

Image release

If photographs of Your Picnic Package have been taken and shared online, on social media or with Us, You authorize Paradus event to use such as photographs in promotional materials.

Payment

A signed contract and a non-refundable booking fee of 50% is required to reserve your date of the event. If you request a certain date and time, we will acknowledge your request; however, we reserve the right to accept other requests for that date and time until we receive your initial booking fee. The remaining balance is due 2 days prior to the day of Your event and is non-refundable. The amount for the services of the Event planner not including taxes and tips. We accept payments through PayPal, Zelle or cash. By making full payment you understand and agree to the terms and conditions of Our contract.

Cancelation policy

We understand that things happen. If you need to reschedule your picnic due to weather, we can apply your funds to another date within 3 months of your original date. We do require 24 hours' notice if You are rescheduling due to weather.

In a non-weather-related rescheduling, you must reschedule for a new date within 72 hours of your picnic, otherwise a penalty fee of \$150 must be paid. If you need to cancel entirely, notify Us at least 24 hours prior to your scheduled event. We reserve the right to retain half of the total event price. If you book a picnic, and do not show up (more than 30 minutes late), Paradus Event will cancel the remainder of the event and reserves the right to retain the entire amount of the event.

When rescheduling, please note that if you chose new location and it is beyond our standard area of service (See "Location and Delivery"), additional fee may be incurred. If you contact Us within the time frames listed above, there are no cancellation charges for rescheduling your picnic. You have up to 3 months to reschedule.

If unfortunately, You need to reschedule or cancel Your event, please contact with us as soon as possible.

Late Policy and Fees

A late fee will be charged if users are late more than 10 minutes after the scheduled start time. If You do not show up within 30 minutes of the scheduled start time, Paradus Event team will cancel the event and start cleaning up. No refunds will be processed. If you are between 11-30 minutes late an additional fee of \$20 will be added.

Liability

Paradus Event shall in no way be held responsible or accountable for any damage, injury, illness, death or loss of income caused to You, any third parties or properties due to the hire of equipment or provided services by Us. All equipment is rented and is Your responsibility until returned to Us.

Force Majeure

If We are unable at any time to perform any of our obligations whether wholly or partly by reason of any cause beyond its control (including without limitation acts of God, inclement weather, strikes, lockouts, bushfires, fires, floods, traffic accidents, riots, pandemics, civil commotion or unrest, acts of government, interference by civil or military authorities, terrorist attacks or act of war) We may give written notice to that effect to You, giving full particulars of such force majeure in which case Our obligations under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. We shall not be liable for any loss or damage suffered by You as a result of any delays caused by such force majeure events, nor will the Hirer be liable for loss or damage suffered by the Client in the event of the Client cancelling or postponing due to a force majeure event.

Term

The term of this Agreement is 3 months from the Effective Date, unless terminated earlier for other reasons available in this Agreement.

Termination

- a. If either Party wants to terminate the Agreement before the termination date, they must provide the other Party 14 days written notification.
- b. If event(s) have been booked under this Agreement, those booking must follow the terms defined in this document prior to this Agreement being terminated.

Relationship of the Parties

- a. **No Exclusivity.** The Parties understand that this Agreement is not an exclusive arrangement (i.e. – the Parties aren't "going steady"). The Parties agree that they are free to enter into other similar agreements with other parties.
- b. **Independent Contractors.** The Parties to this Agreement are independent contractors which means there are no strings attached. Neither Party is an agent, representative, partner, or employee of the other Party.

Waiver

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

Amendments

This Agreement may be modified as needed. To make a modification, the Parties must agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

Dispute Resolution

- a. **Negotiation.** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. **Mediation.** If talking it over doesn't go well, after 30 days, either Party may initiate mediation or binding arbitration in the State of Texas. A mediator will be

chosen within 21 days that is mutually acceptable. Both Parties agree to participate in good faith for at least one meeting of two hours within 30 days of the date of notification to mediate.

c. Arbitration. We hate fighting, but if any issue or dispute remains after mediation either party may elect to arbitrate the dispute by serving written notice upon the other Party within 5 business days after the mediation. An arbitrator of both Parties agreement will be chosen.

d. Attorney's Fees. The prevailing party, also known as the winner, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

Entire Agreement

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. If this agreement and Transaction Documents linked to this document conflict then this the Transaction Documents reference each other then the documents take order in reverse chronological order.

Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

Client:

By: _____

Date: _____

(Full first and last name)

Photographer:

By: _____

Date: _____

Paradus Event

a sole proprietorship