

Austintatious Designs, LLC

Terms and Conditions

Updated 09/2023

Event Date: _____

Term

“The Client” and Austintatious Designs, LLC agree that this agreement shall commence on the date above and terminate 24 hours after the last scheduled date. (Date to be adjusted once venue is contracted)

-50% Non- Refundable Deposit Required to be paid to Austintatious Designs LLC. To execute contract and save the date. This shall be paid no later than (4) weeks prior to said date above.

- “The Client” must Pay in full no later than 1 week prior to event,

- Yearly Agreement (Y) or (N)- Commercial clients Only!

Amendment

This Agreement may only be modified or amended in writing, and only if the writing is signed by the party obligated under the amendment.

Governing Law

This Agreement shall be governed by the laws of the State of Florida.

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the beginning of this Agreement or such other address as one party may have furnished to the other in writing.

Harmless

“The Client” agrees to indemnify and hold Austintatious Designs LLC, harmless from any and all losses, damages, causes of action, claims, suits, demands, expenses, including attorneys’ fees, arising from or in any way connected with any acts or omissions of client, Client’s employees,

agents, servants, customers, contractors, or event guests, whether such losses, damages, causes of action, claims, suits, demands, expenses, or attorneys’ fees arise from personal injuries, wrongful death, property damage, or economic loss, and whether arising under contract, tort or statutory legal or equitable theories.

Cancellation Policy

In the event of cancellation, Austintatious Designs, LLC, shall retain the deposited amount as liquidated damages and not as a penalty, to cover the costs, losses and damages sustained by Austintatious Designs, LLC, due to the cancellation. “The Client” understands and agrees that at this late

junction for a cancellation by Client to occur the full fee constitutes a reasonable estimate of the costs, losses and damages that would be sustained by Austintatious Designs, LLC, if Client were to cancel this contract. “The Client” understands that it is committing itself to this contract and Austintatious Designs, LLC, is unable to commit itself to the date set for a similar event for any other client, and that a substantial part of the damages that would be sustained by Austintatious Designs, LLC. if “The Client” were to cancel would be the intangible, but nonetheless real damage, that Austintatious Designs LLC, would sustain by virtue of being unable to market itself in a timely manner to find a replacement Event for “The Client’s” canceled event date.

Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

We look forward to working with you and assisting you in making your event better than you ever envisioned! In witness whereof, the undersigned has executed this Event Planning Agreement as of the date stated above.

Client: _____

Date: _____

Austintatious Designs: _____

Date: _____

(Ty M. Austin)