**AGREEMENT FOR SERVICES**

This Agreement is made effective as of the [Insert Date] day of [Insert Month and Year] ("Execution Date"), by and between, **[Insert DMC/Legal name],** a [corporation, LLC, or partnership] with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("DMC"), and **[Insert Client Full Legal Name]** ("Client"). DMC and Client are each a "party" and together the "parties."

For and in consideration of mutual promises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** DMC shall provide all services and as otherwise mutually agreed by the parties (the “Services”) as follows:

**[INSERT DESCRIPTION OF SERVICES WITH PRICING]**

1. **Payment.** Client agrees to pay DMC, upon the execution of this Agreement, a non-refundable initial payment of [INSERT $$$ EQUAL to 50% of TOTAL]. Client agrees to pay a final payment of [INSERT $$$ EQUAL to 50% of TOTAL] due [INSERT DATE 30-DAYS PRIOR TO EVENT]. *Option:* [Prices quoted reflect a \_\_\_\_ % cash discount for payment made by check, wire transfer or ACH transfer. If payment is not made via check, wire transfer or ACH transfer, this discount shall not apply.]
2. **Cancellation**. DMC has prepared the Services to Client's specifications including time invested preparing, costing, and confirming all logistics of the Services. In the event Client should cancel all or any part of the Services, the parties acknowledge that it would be difficult to ascertain the exact amount of damages that DMC may suffer due to lost revenue, staff time, and unrecoverable expenses. As such, in the event of cancellation of all or any part of the Services by Client, the parties agree to liquidated damages, agree that the formulas specified below are a reasonable attempt to calculate actual damages suffered by DMC and not a penalty, and Client agrees to pay DMC the following amounts as liquidated damages and not a penalty:

3.1 For cancellations more than thirty (30) days before Services date, \_\_% of the total Services.

3.2 For cancellations thirty (30) days or less before Services date, 100% of the total of Services.

3.3 In all cases, and in addition, Client shall also pay to DMC any third party fees and costs incurred by DMC on behalf of client for the services.

For all cancellations of Services, it is understood and agreed by Client that DMC may retain any pre-payments made by Client as payment toward any liquidated damages. All cancellations must be in writing to DMC and any liquidated damages, fees and costs due must be paid within ten (10) days of cancellation.

1. **Indemnity**. Client will indemnify, defend, and hold harmless DMC, its officers, employees, contractors, and each of them, from and against any and all demands or asserted claims from third parties for damages to person's or property, or losses and liabilities, including reasonable attorney's fees, arising out of or caused by the negligence or willful misconduct of Client or any employee, member, guest, invitee or agent of Client. Such indemnification of DMC by Client shall be effective unless such damage or injury results solely from the negligence or willful misconduct, acts or omissions of DMC, its officers, employees, or contractors, in which case liability shall be apportioned between the parties.
2. **Miscellaneous**. This Agreement constitutes the entire agreement of the parties. No oral or written representation, inducement, statement or promise made by or on behalf of a party not contained in this Agreement shall be relied upon or binding to the parties. Any amendments, modifications. or supplements to this Agreement must be in writing and signed by each party. The validity, construction and enforceability of this Agreement shall be governed in all respects under the laws of the [state/province/country] of [XSTATE/PROVINCE/COUNTRY]. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint venture or partnership between the parties hereto.
3. **Authority**. The signatories below for both parties represent that he/she/they is/are authorized to enter into this Agreement on behalf of the party they purport to represent, and, by placing his/her/their signature on this Agreement, agree(s) to the terms set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**DMC Legal Name [Insert Client Full Legal Name]**

Signature Signature

Printed Printed

 Title Title

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_