# [DMC Logo/Letterhead] Agreement for Services[[1]](#footnote-1)

Program Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # of Guests: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State and Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement for Services (“Agreement”) by and between [DMC Legal Name] (“DMC”), and [Client Legal Name] (“Client”), each individually a “Party” and collectively the “Parties”, [[2]](#footnote-2) is made effective as of this [Day] of [Month] [Year] (the “Effective Date”).[[3]](#footnote-3) In consideration of mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:[[4]](#footnote-4)

1. **RESPONSIBILITIES**

Subject to the terms and conditions set forth in this Agreement, DMC shall provide the services specified in Attachment A and any subsequent Amendments, Change Orders, or Schedules of Services signed by the Parties (hereinafter referred to as “Event Services”) and incorporated in this Agreement by this reference.[[5]](#footnote-5)

1. **RELATIONSHIP OF THE PARTIES**

Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship. DMC shall be an independent contractor pursuant to this Agreement.[[6]](#footnote-6) Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.[[7]](#footnote-7)

# AMENDMENT AND MODIFICATIONS

Subsequent to the Effective Date of this Agreement, it may be necessary to make certain modifications to the Agreement or Event Services then in effect. In such cases, this Agreement may be amended, modified, or supplemented by an Amendment, Change Order, or Schedule of Services signed by the authorized representatives of both Parties.[[8]](#footnote-8) Notwithstanding the foregoing, the Parties agree that once the Event Services have commenced, it may not be possible or reasonable to address Client requested modifications to the Event Services with a written Amendment, Change Order, or Schedule of Services. In such cases, the Parties agree that modifications may be agreed through email exchanges or text exchanges and such email or text modifications shall be binding upon both Parties as if an Amendment, Change Order, or Schedule of Services was executed pursuant to the terms of this Agreement.[[9]](#footnote-9)

# PAYMENT/DEPOSIT/PROGRESS PAYMENTS

Total estimated fees for the Event Services are provided hereto in Attachment A. Any additional Event Services fees incurred at the request of the Client shall be outlined in subsequent Amendments, Change Orders, or Schedule of Services in accordance with the terms of this Agreement.[[10]](#footnote-10)

# Payment/Deposit Schedule

A non-refundable initial payment of [Amount in Appropriate Currency] is due on [Date].[[11]](#footnote-11)

Non-refundable additional progress payments for services rendered plus deposits deposit of [Amount in Appropriate Currency] is due on [Date].[[12]](#footnote-12)

The final balance is due on [Date].[[13]](#footnote-13)

# Payment/Deposit Terms

The final balance represents the total fees for Event Services from Attachment A, including amounts for any Event Services to be determined post-program (such as fees based on consumption), and any subsequent Amendments, Change Orders, or Schedule of Services agreed upon by the Parties.[[14]](#footnote-14)

All payments of undisputed charges are due on the later of: (i) the date indicated herein, or (ii) within [Number of Business Days] business days from Client receipt of an invoice.[[15]](#footnote-15) Should Client dispute any charges on the invoice, Client shall notify DMC in writing within [Number of Business Days] and the Parties shall work to resolve such disputed charges promptly and any resolved charges shall be included in a new invoice to Client which Client shall pay DMC within [Number of Business Days] of its receipt of the new invoice.[[16]](#footnote-16)

In the event any payment(s) for undisputed charges or deposits are not received by the date due, DMC reserves the right, upon written notice to Client, to cancel any and all Event Services and terminate this Agreement.[[17]](#footnote-17) With the exception of the final balance, funds must be received in DMC accounts within [Number of Business Days] before delivery of Event Services.[[18]](#footnote-18)

If there is an increase in the estimated fees prior to the operation of the Event Services, Client agrees to make an additional payment or deposit in such amount as set forth in an invoice(s) sent to Client by DMC to ensure that the total advance payment(s) or deposit(s) is/are equal to [Percentage]% of the estimated total prior to the commencement of the Event Services.[[19]](#footnote-19)

# Method of Payment

Payment is to be made in [Type of Currency] by ACH, wire transfer, or check.[[20]](#footnote-20) Fees quoted for Event Services reflect a [Percentage]% cash discount for payment made by ACH, wire transfer or check. If payment is not made by ACH, wire transfer or check, this discount shall be rescinded.[[21]](#footnote-21)

# Past Due

Client shall pay interest on all undisputed balances past due at the rate of [Percentage]% per month, calculated daily and compounded monthly.[[22]](#footnote-22) Further, Client shall be responsible for all costs and fees (including attorney’s fees) associated with DMC’s efforts to collect any past due amounts from Client.[[23]](#footnote-23)

# Final Counts

Unless otherwise noted, a final count of the number of guests or rental items (the “Final Count”) is due on all Event Services [Number of Calendar Days] calendar days prior to operation of Event Services. If this Final Count is less than the minimum count upon which the fees for the Event Services are based, the minimum count will apply. Client will be billed for the Final Count or actual quantity, whichever is greater. Event Services based on a minimum count will not be subject to reduction without adjustment to the fees. [[24]](#footnote-24)

* 1. **Pricing**

Quoted prices are subject to taxes in effect at the time Event Services are provided. Any change in tax rates or the unanticipated implementation of supplementary fees (e.g. energy surcharges, fuel surcharges, health & safety surcharges[[25]](#footnote-25)) by contracted facilities or vendors will be passed onto Client and reflected in the invoice.

Due to potential changes in market conditions, caterers reserve the right to adjust pricing up to forty-five (45) days prior to the event date or after a formal tasting, where the final menu is selected by Client, whichever comes last. Client acknowledges and understands that the estimated food and beverage prices and charges at the time of execution of this Agreement are a good faith estimate based on the then current market conditions available regarding costs for the services listed ahead. Client further acknowledges and understands that due to the length of time that may pass between the execution of this Agreement and the Client’s event date, market conditions or other conditions outside the caterer’s control, may increase, resulting in an increase in fees to the Client.[[26]](#footnote-26)

# CANCELLATION OR INABILITY TO PERFORM BY CLIENT

DMC has prepared the Event Services to Client’s specifications, including time invested researching, preparing, costing, and confirming all logistics of the Event Services. In the event Client should cancel all, or any part of, the Event Services (other than as outlined in Section [\_\_] and Section [\_\_], or due to DMC’s breach of this Agreement or any subsequent Amendments, Change Orders or Schedule of Services) or commit any other breach of this Agreement (hereinafter “Client Default”), both 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 Client Default, the parties agree to liquidated damages and agree that the formulas specified herein are a reasonable attempt to calculate actual damages suffered by DMC and not a penalty, and Client agrees to pay DMC the amounts indicated below: [[27]](#footnote-27)

|  |  |
| --- | --- |
| Time of Cancellation Prior to Beginning of Event | Amount of Latest Estimated Total Costs of Event plus non-refundable payments  |
| ≥[ Number of Days]  | Currency Settlement or [Percentage]%,  |
| [Number of Days] – [Number of Days]  | Currency Settlement or [Percentage]% |
| [Number of Days] – [Number of Days] | Currency Settlement or [Percentage]% |
| [Number of Days] – [Number of Days] | Currency Settlement or [Percentage]% |
| ≤[ Number of Days] | [Percentage]% |

For all Client Defaults, it is understood and agreed by Client that DMC may retain any nonrefundable payments or deposits made by Client as payment. All cancellations must be in writing to DMC. Any payments due to DMC that are not already received must be paid within [Number of Days] calendar days of Client Default. If Client’s deposits exceed the amount of monies owed to DMC, DMC will refund Client the excess within [Number of Days] calendar days of Client Default. [[28]](#footnote-28)

In addition to any remedies that may be provided under these terms, DMC may terminate this Agreement with immediate effect upon Notice (defined below) to Client, if Client: (a) fails to pay any amount when due under this Agreement; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.[[29]](#footnote-29)

# CANCELLATION, INABILITY TO PERFORM OR BREACH BY DMC

DMC will make commercially reasonable efforts to conduct the Event Services as described, however, reserves the right to make adjustments to Event Services without affecting their material nature or overall quality but only with Client’s prior written consent. Should situations beyond the control of DMC make changes necessary, DMC will work with Client on any such changes. However, DMC reserves the right, upon written notice to Client, to make equitable substitutions when necessary. Additionally, DMC will not be liable for any delays or failures in performance by itself or its vendors due to causes beyond its or any of its vendors reasonable control.[[30]](#footnote-30)

In the event DMC breaches its obligations under this Agreement for any reason (other than as defined in Force Majeure), then DMC shall return to Client its payments in full (for complete nonperformance) or the full amount paid for that (or those) Event Service(s) not provided (for partial nonperformance).[[31]](#footnote-31) In no event shall DMC be liable for incidental or consequential damages sustained by Client arising out of any claimed breach of this Agreement. DMC makes no warranties, expressed or implied. [[32]](#footnote-32)

# FORCE MAJEURE / EXCUSE OF PERFORMANCE

Either party may terminate its performance obligations without further liability to the extent its performance is prevented by acts or occurrences beyond its control that make it impossible to hold the event or for DMC to provide Event Services. The acts or occurrences triggering the right of either party to terminate this Agreement under the terms of this section include[[33]](#footnote-33) the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, or earthquake; (c) declared war in the United States, terrorist acts in the city where services are to be provided, or riot within five miles of the venue where services are to be provided; (d) epidemics and pandemics (excluding COVID-19); (e) government regulation; (f) actions, embargoes or blockades; (g) strikes or labor stoppages; (h) shortage of adequate power or infrastructure; or (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “Impacted Party”). [[34]](#footnote-34)

The Impacted Party shall give Notice within [Number of Calendar Days] or, if Force Majeure Event occurs less than [Same Number of Calendar Days], within forty-eight (48 hours) or as soon as practical (whichever is less) of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. In the event that the Impacted Party's failure or delay remains uncured for a period of [Number of Calendar Days] following Notice given by it under this section, either party may thereafter terminate this Agreement upon [Number of Calendar Days] Notice.

In the event this Agreement is terminated pursuant to the terms in this section, DMC will immediately refund to Client all deposits and other amounts paid by Client to DMC, less all of the following amounts, which DMC shall be entitled to retain or collect: (i) any nonrefundable payments, (ii) any non-recoverable and other out-of-pocket costs DMC has paid or is obligated to pay to DMC’s vendors, suppliers and subcontractors, and (iii) any DMC costs (including DMC personnel labor and site visit costs) for which DMC has otherwise incurred an obligation to pay.[[35]](#footnote-35)

# COMMUNICABLE DISEASE ACKNOWLEDGMENT

The Parties acknowledge that, at the time of signing this Agreement, there may be an outbreak of communicable desease(s) in various parts of the world and that the current (or a subsequent) outbreak of such diseases may cause Client legitimate concern regarding the health and safety of its attendees in connection with their attendance of the event. If Client later determines, in good faith, it is not comfortable permitting its attendees to attend the event due to the current (or a subsequent) disease outbreak, Client may, by written notice to DMC, postpone the event under Section [\_\_] of this Agreement, or terminate this Agreement and cancel the Event Services with immediate effect and without any further liability to DMC, and DMC will immediately refund to Client refundable deposits and other amounts paid by Client to DMC, less all of the following amounts, which DMC shall be entitled to retain or collect: (i) any nonrefundable payments, (ii) any non-recoverable and other out-of-pocket costs DMC has paid or is obligated to pay to DMC’s vendors, suppliers and subcontractors, and (iii) any DMC costs and fees (including DMC personnel labor and site visit costs) for which DMC has incurred.[[36]](#footnote-36)

# POSTPONEMENT OF EVENT SERVICES DUE TO COMMUNICABLE DISEASE

If Client requests to postpone the event or DMC’s Event Services due to concerns stemming from communicable disease, DMC reserves the right to decline Client’s request and enforce the applicable cancellation term(s). If, however, DMC elects to permit Client’s request for postponement, DMC will assess the additional work and potential change in scope to the Event Services, and provide Client with a revised fee schedule for their approval, as well as an amendment to this Agreement to reflect the changes. The revised fee schedule must be agreed upon within [Number of Days] days of Client’s request for postponement.[[37]](#footnote-37)

Any work performed and costs incurred by DMC before the postponement that can be applied towards the execution of the rescheduled event will occur at no additional charge to Client. Any additional work DMC is required to perform or costs incurred that are a result of the postponement will be charged to client and reflected in an updated fee schedule.[[38]](#footnote-38)

1. **INDEMNITY**

The Parties shall indemnify, defend, and hold the other harmless from any loss, liability, costs, or damages, including reasonable attorneys’ fees, arising from the actual or threatened claims or causes of action resulting from the negligence, gross negligence or willful misconduct of such party or its respective employees, or agents, provided that with respect to employees and agents, such individuals were acting within the scope of their employment or agency, as applicable. [[39]](#footnote-39)

Client understands that DMC does not own, operate, or exercise any control over its vendors for the provision of goods and/or services to be provided, including the service of alcoholic beverages (if applicable to this event). Accordingly, Client releases, covenants not to sue, and forever discharges DMC from any and all liability, claims, or causes of action arising out of or related to any loss, damage or injury that may be sustained as a result of vendors’ acts or omissions. [[40]](#footnote-40) In the event of a delay or failure of service by any of its vendors selected for the Program, DMC shall work with such vendor(s) to correct any delays or failures as soon as possible.

Furthermore, Client shall defend, indemnify, and hold harmless DMC against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, arising out of or resulting from any claim by a third party related to the potential or actual exposure or contraction of a bacterial or viral disease (including COVID-19) from the event, including any claim related to Client’s own negligence or the ordinary negligence of the DMC.[[41]](#footnote-41)

1. **INSURANCE**

DMC shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than [Amount (Specify Currency)] with financially sound and reputable insurers, as well as workers’ compensation coverage in a sum no less than required by applicable law. Upon Client’s request, DMC shall provide Client with a certificate of insurance from DMC’s insurer evidencing the insurance coverage specified in these terms. The certificate of insurance shall name Client as an additional insured, if requested by Client. DMC shall provide Client with [Number of Calendar Days] Notice in the event of a cancellation or material change in DMC’s insurance policy. [[42]](#footnote-42)

1. **LIABILITY FOR PROPERTY DAMAGE**

The Parties shall be responsible to the other for loss of, damage to, or theft of the other party’s property, whether owned, leased or rented, resulting from the negligence, gross negligence or willful misconduct of such party or its respective employees, agents, guests or invitees, provided that with respect to employees and agents, such individuals were acting within the scope of their employment or agency, as applicable. [[43]](#footnote-43)

#  DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation. Any party may give the other party Notice of any dispute not resolved in the normal course of business. Within [Number of Calendar Days] after delivery of the Notice, the receiving party shall submit to the other a written response. The Notice and response shall include, with reasonable specificty, a statement of each party’s position and a summary of arguments supporting that position. Within [Number of Calendar Days] after delivery of the Notice, representatives on behalf of both Parties shall meet (or participate in a telephone conference) at a mutually agreeable time and place.

If the dispute is not resolved by negotiation pursuant to the preceding paragraph, the matter shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.[[44]](#footnote-44)

1. **ATTORNEYS’ FEES**

In the event that any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys’ fees and expenses. [[45]](#footnote-45)

1. **GOVERNING LAW**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of [Jurisdiction of Choice (e.g., State or Country)] without giving effect to any choice or conflict of law provision or rule (whether of the [Jurisdiction of Choice (e.g., State or Country)] or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the [Jurisdiction of Choice (e.g., State or Country)]. [[46]](#footnote-46)

1. **FORUM SELECTION**

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a forum located in [Jurisdiction of Choice (e.g., City or Municipality)] and [Jurisdiction of Choice (e.g., County or Country)], and each party irrevocably submits to the exclusive jurisdiction of such forum in such a suit, action, or proceeding. [[47]](#footnote-47)

#  AMERICANS WITH DISABILITIES ACT (ADA)

DMC shall take all reasonable steps to ensure that people with disabilities have an equal opportunity to enjoy the Event Services. In an effort to do so, Client shall provide Notice to DMC immediately upon learning of any attendee (or prospective attendee) with a disability that may require reasonable accommodations. If any additional cost is incurred in providing such accommodations, DMC shall advise Client of the same and it shall be the responsibility of Client to cover such costs. [[48]](#footnote-48)

# USE OF NAMES

The Parties shall be able to use the other party’s name, trademark or service mark in any advertising, publication or news release with the prior written consent of the other party in each instance. [[49]](#footnote-49)

1. **NON-SOLICITATION**

During the term of this Agreement and for a period of [Number of Years] years thereafter, Client agrees not to hire, solicit, nor attempt to solicit, the services of any employee or subcontractors of DMC without the prior written consent of DMC.  Client further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or subcontractor of DMC for a period of [Number of Years] year from such former employee's or subcontractor’s last date of service with DMC.  Violation of this provision shall entitle DMC to assert liquidated damages against Client equal to two hundred percent (200%) of the solicited person's gross annual compensation. This provision shall not apply to instances in which an employee or subcontractor of DMC responds to a general job posting/solicitation by Client.

1. **VENDOR DISINTERMEDIATION**

Because it has taken [Number of Years] years for DMC to build its relationships with Vendors, Client shall not contract with Vendors directly that are represented by DMC and which provided services to Client’s Program for a period beginning upon execution of this Agreement and ending [Number of Years] year following the later of completion of the Event Services or termination of this Agreement (provided that Client did not have direct relationships with the applicable Vendor prior to this Agreement). If Client wishes to rebook DMC’s Vendor(s) directly during this period, Client agrees to pay DMC [Percentage]% of the amount Client owes the Vendor for such engagement. Such amount shall be due and payable by Client to DMC immediately upon rebooking.

1. **WAIVERS OF LIABILITY**

Client understands and agrees that certain vendors may require participants in a planned activity to sign waivers of liability. DMC shall work with Client and vendors to ensure the waivers also provide waivers of liability against Client. In the event that some participants refuse to sign said waivers, they shall not be permitted to participate.[[50]](#footnote-50)

1. **WAIVER**

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. [[51]](#footnote-51)

1. **SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible. [[52]](#footnote-52)

1. **RESTRICTIONS ON ASSIGNMENT**

Neither party will assign any of its rights or obligations under this Agreement, in whole or in part, without the written consent of the other party except in the event of a merger, consolidation, sale of shares, or sale of assets of either party where the surviving entity continues in the same or substantially similar business as that party, no consent is required. All terms and conditions of this Agreement will be binding upon the assignee(s) of the parties to this Agreement. Where required, consent will not be unreasonably withheld. Should an assignment of this type take place, the new entity agrees to notify the other party within a reasonable time. All representations and warranties made and indemnities given in this Agreement by either party will survive the termination or assignment of this Agreement. [[53]](#footnote-53)

1. **ENTIRE AGREEMENT**

This Agreement, together with Attachment A and any other Attachments, Amendments, or Change Orders signed by authorized representatives of the parties, represents the entire understanding between DMC and Client with respect to the matters contained or referenced herein and supersedes all other representations, communications (including, an example but without limitation, the terms of any purchase order issued by Client) and understandings between the parties hereto. [[54]](#footnote-54)

# NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been given:

(a) when delivered by hand (with written confirmation of receipt);

(b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

(c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the [Number of Days] day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective Parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this section): [[55]](#footnote-55)

If to Client: [Name of Contact, Title or Position] If to DMC: [Name of Contact]

 [Street Address, Suite # (if applicable)] [Street Address, Suite # (if applicable)]

 [City, State and Zip Code] [City, State and Zip Code]

 [Phone Number] [Phone Number]

 [E-mail] [E-mail]

1. **CONFIDENTIAL INFORMATION**

The parties agree that all pricing, proposals, financial and other confidential information and/or documents (collectively, the “Confidential Information”) reviewed, obtained and/or learned by the Parties regarding the other Party shall constitute confidential information and shall be held in strict confidence. The Parties agree not to disseminate or otherwise communicate the Confidential Information of the other Party to any third party other than their respective attorneys or other advisors, their employees or contractors who need to know the Confidential Information for the purpose of managing the Event Services contemplated by this Agreement, or as otherwise required by law. The Parties agree that it is impossible to measure in money the damages which will accrue by reason of a breach of this provision and that the non-breaching party shall have the right to injunctive relief restraining the breaching party from committing, or continuing to commit, any violation of this provision. [[56]](#footnote-56) Notwithstanding the above, Confidential Information shall not include information which was known by Client prior to the signing of this Agreement or which is publicly available (but not publicly available due to Client’s disclosure of the Confidential Information in violation of this provision).

1. **DATA PROTECTION COMPLIANCE**

In the course of providing Event Services to Client, DMC may obtain access to personal information belonging to individuals attending the event. As such, Client represents and warrants it has permission from each individual and/or a legal right to provide such information to DMC for use in connection with the event. DMC will process data in the manner directed by Client and in compliance with all applicable data protection laws and regulations including, but not limited to, the European Union’s General Data Protection Regulations (“GDPR”). [[57]](#footnote-57)

1. **TIME OF THE ESSENCE**

Time shall be of the essence in this Agreement. [[58]](#footnote-58)

1. **COMPLIANCE WITH LAWS**

Each party will comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement and DMC(or client) will procure and maintain all licenses and permits necessary for the performance of its obligations identified herein. [[59]](#footnote-59)

1. **HEADINGS**

The titles and headings of the various sections of this Agreement are intended for means of reference and are not intended to place any construction on the provisions of this Agreement. [[60]](#footnote-60)

1. **INTERPRETATION**

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The proposal and attachments referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. [[61]](#footnote-61)

1. **CUMULATIVE REMEDIES**

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other right and remedies available at law or in equity or otherwise. [[62]](#footnote-62)

1. **FURTHER ASSURANCES**

Each of the Parties shall, from time to time at the request of the other party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. [[63]](#footnote-63)

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. [[64]](#footnote-64)

1. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and permitted assigns. [[65]](#footnote-65)

1. **SURVIVAL**

Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Indemnity, Insurance, Compliance with Laws, Confidential Information, Governing Law, Forum Selection and Survival. [[66]](#footnote-66)

1. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the Parties. [[67]](#footnote-67)

# AUTHORIZED SIGNATURES

The persons whose names and signatures appear below, represent and warrant that they have authority to enter into this Agreement on behalf of the company, firm or organization they purport to represent and hereby agree to the terms set forth herein. [[68]](#footnote-68)

1. **ELECTRONIC SIGNATURES**

The Parties hereby agree that electronic signatures shall be enforceable and binding on both Parties as fully as if handwritten signatures were set forth on this Agreement.[[69]](#footnote-69)

1. **ACKNOWLEDGMENT OF UNDERSTANDING**

The Parties have carefully read this entire Agreement. The Parties understand the final and binding effect of this Agreement. The only promises made to any party about this Agreement are contained herein. The Parties are signing this Agreement knowingly and voluntarily. [[70]](#footnote-70)

The CLIENT and DMC have executed this Agreement on the date set forth below:

 [Client Name]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [Client Contact] |  | Title |  | Date |

 [DMC Name]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [DMC Contact] |  | Title |  | Date |

# Attachment A

Program Name: Program Number: Client Name: Program Dates:

# DMC will provide the following Services:

The CLIENT agrees to pay fees for services rendered according to the following:

[INSERT LIST OF SERVICES AND FEE SCHEDULE]

Quoted costs are subject to taxes currently in effect. Any change in tax rates or the unanticipated implementation of supplementary fees (i.e. energy surcharges) by contracted facilities or vendors will be passed onto CLIENT and reflected in the final bill.

Any additional services requested by the Client and not included in this Agreement shall be included in final invoice.

*Please note that prices above are valid for [Number of Days] business days after receipt of this Agreement. Certain event elements will not be reserved (and therefore not guaranteed to be available) until Agreement is signed and is received.[[71]](#footnote-71)*

1. *This Model Agreement for Services is provided to ADMEI members for informational and educational purposes only and should not be substituted for legal advice. In making this document available, ADMEI is not undertaking to render professional or other services for or on behalf of any person or entity. Consult your legal counsel for guidance as laws may vary state by state. While ADMEI strives for accuracy in this template, it makes no promises or warranties regarding the accuracy or usefulness of the template, and expressly disclaims any liability related to the use or reliability of information contained in the template. ADME, its officers, directors, members, employees and agents cannot be held liable for the accuracy of this template. The unhighlighted sections are intended not to be touched or edited by a non-lawyer because it could adversely affect another component in the contract.* [↑](#footnote-ref-1)
2. *This language reserves placeholders for the legal name of the parties, as well as their entity structure. Obtain the full legal name of the parties to ensure the contract is enforceable against the proper party.*  [↑](#footnote-ref-2)
3. *The “effective date” becomes a defined term within the contract so that it may be easily referenced later throughout the document and, most importantly, clearly recognized as the date in which the contract becomes valid and enforceable.*  [↑](#footnote-ref-3)
4. *This language is a legal formality that confirms the parties’ intent to enter into the legally valid contract (i.e., a valid contract must maintain an offer, a party must accept that offer, and there must be some form of consideration supporting the agreement).*  [↑](#footnote-ref-4)
5. *This language confirms the services being rendered by the DMC and provides a mechanism for memorializing the always changing scope of services leading up to the program. This language signals that for every change in the scope of services following execution of the contract, it will be memorialized in a subsequent document and incorporated into the service agreement as an amendment(s). This means there is no need to prepare a new service agreement every time there is a change. Instead, one of the subsequent documents referenced above will be utilized and the terms within the service agreement will govern.*  [↑](#footnote-ref-5)
6. *This language establishes the legal relationship between the DMC and the client..*  [↑](#footnote-ref-6)
7. *This language assures the client that the DMC shall not contract on behalf of the client, thereby, creating a situation where the client may be subject to liability without their knowledge. . If there is to be an agency relationship, it will require specifics as to the scope and liability of the respective parties*  [↑](#footnote-ref-7)
8. *This language confirms that for every change to the service agreement or, most importantly, the scope of services after execution of the contract, such change must be memorialized in writing and signed by an authorized representative of the parties.* [↑](#footnote-ref-8)
9. *This language carves out an exception to the immediately preceding language in order to account for on-the-fly changes that often occur during the program. If the client (or their counsel) is uncomfortable with this language, it’s highly advised that the DMC explain its application to the client (or their counsel). If revisions are still requested by the client, attempt to preserve as much of this language as possible while limiting the means in which the approval may be rendered. For example, the client may ultimately agree that text and verbal exchanges are not acceptable, but e-mail exchanges are acceptable. Additionally, if your DMC would like stipulate that verbal modifications (especially those made on-site) will be honored, insert such language accordingly.*  [↑](#footnote-ref-9)
10. *This language confirms the fees in which client is responsible for, as well as confirms that for every change in the fees following execution of the contract, it will be memorialized in a subsequent document.* [↑](#footnote-ref-10)
11. *This language confirms how much money the client owes the DMC upon entering into the contract and makes clear that these funds are nonrefundable. Please note that this payment, in whole or in part, need not be nonrefundable. That is left entirely up to the DMC. However, consider the possibility of a force majeure event and the implications it might have on payments to the DMC. Consult your legal counsel for advice regarding ensuring payment for services already rendered.*  [↑](#footnote-ref-11)
12. *This language confirms how much money the client owes the DMC somewhere between entering into the contract and prior to the commencement of the program. This language also makes clear that these funds are deposits and not payments. This distinction is important to further signal to the client what is deemed earned and received (i.e., non-refundable) versus temporarily placed with the DMC and eligible for return, if necessary and, of course, subject to the relevant terms found elsewhere throughout the document.*  [↑](#footnote-ref-12)
13. *This language confirms that there will be a final payment owed from the client to the DMC following the program and establishes a due date for the DMC to receive such payment.*  [↑](#footnote-ref-13)
14. *This language defines “final balance”, as referenced in the preceding paragraph.*  [↑](#footnote-ref-14)
15. *This language provides an alternative due date for the client’s final payment. This may be helpful if the due date referenced immediately above is no longer appropriate because final invoicing was delayed or something similar occurred.*  [↑](#footnote-ref-15)
16. *This language provides for a clear and unambiguous means of addressing any potential conflict in a disputed charge or invoice that would not give rise to invoking the dispute resolution provision or similar terms in the service agreement.*  [↑](#footnote-ref-16)
17. *This language makes clear that if client fails to satisfy their payment obligations in a timely fashion, the DMC is not required to fulfill their contractual obligations and, therefore, is not liable for discontinuing services. The client may request that a cure provision be inserted here in order to allow them an opportunity to remedy the defect. If the DMC agrees, it is important to note that any number of days stipulated in the cure provision should not carryover into the program. The reasoning behind this is to avoid a situation where the DMC is forced to operate the program during a time where it is unclear whether the client will be able to satisfy their obligation.*  [↑](#footnote-ref-17)
18. *This language confirms that all monies owed to the DMC from the client shall be received prior to the commencement of the program.*  [↑](#footnote-ref-18)
19. *This language accounts for the changes in amounts owed from the client to the DMC leading up to the program and ensures that the client is responsible for additional payments, beyond those outlined in the original payment schedule, in an amount the DMC is comfortable with during the planning process.*  [↑](#footnote-ref-19)
20. *This language clearly stipulates the type of currency to be used to complete the transaction.*  [↑](#footnote-ref-20)
21. *This language addresses merchant service fees by using specific language to appropriate costs. It is highly recommended that the DMC consult legal counsel to research local laws to better understand how this language applies and whether it is permitted in their destination. See ncsl.org for list of state laws however such site is not a substitute to consulting with legal counsel.*  [↑](#footnote-ref-21)
22. *This language is intended to encourage the client to make timely payments. Failure to do so will result in the client paying the DMC compounded interest upon the principal balance. Without this language, the DMC’s only recourse against the client for nonpayment is through dispute resolution (addressed elsewhere throughout the contract); a much timelier and more expensive course of action.* [↑](#footnote-ref-22)
23. *This language seeks to recoup the DMC’s costs of pursuing payment from the client. Clients (or client’s counsel) may seek to remove this language and the DMC may agree because the compromise rests in the attorneys’ fees provision located elsewhere in the service agreement. The only difference being is that in order for the DMC to collect costs (including attorneys’ fees) of collection, a formal action would need to be initiated.*  [↑](#footnote-ref-23)
24. *This minimum guarantee language covers both guests and rental items to ensure that the client is financially responsible for any changes to previously determined numbers.*  [↑](#footnote-ref-24)
25. *Similar to the rest of the document, this verbiage may be phrased however a DMC chooses. The important point to take away from the addition of this language is that any increase in cost in doing business as a consequence of the pandemic shall be absorbed by the client, if the DMC so chooses.*  [↑](#footnote-ref-25)
26. *This language accounts for potential changes in market conditions that may impact specific costs associated with the program. This language guarantees that the client is aware that any such change will ultimately become their financial responsibility.*  [↑](#footnote-ref-26)
27. *This language uses liquidated damages to stipulate an amount of damages to apply in the event the Client cancels the program or defaults on any other substantive term of the service agreement. An alternative method of assessing cancellations include a calculation of actual damages (e.g., costs of labor, outstanding liabilities to vendors). It is recommended that the DMC perform a comprehensive analysis to determine what variation of cancellation terms works best. Also, see Footnote 16 for a further explanation of cure provisions and how it may apply to this provision. Note also that DMC may insert an optional clause governing termination as a result of negotiations with the client. The key is to assume that the DMC has been compensated in full for all services rendered to the date of termination and to recover all non-refundable deposits made with third parties for whatever reason. Other options should be considered based upon the need to be compensated for services not only performed, but the loss incurred as a result of a cancellation* [↑](#footnote-ref-27)
28. *This language makes clear that DMC may utilize client money already in possession to satisfy client’s obligations under this provision and, if there is not enough money to cover those obligations, it is clear that additional monies will becomes due within a certain number of days from the triggering event. Of course, if there is an excess, the DMC must agree to return those funds to the client.*  [↑](#footnote-ref-28)
29. *This language confirms that if the client fails to make timely payments to the DMC, the DMC may terminate the service agreement and cease rendering services. In the unlikely event that the client must file bankruptcy, the DMC is also permitted to lawfully terminate the service agreement due to the extreme likelihood that the client is (or will soon be) unable to satisfy its payment obligations.*  [↑](#footnote-ref-29)
30. *This language considers the fact that changes are inevitable and that when changes become necessary, the DMC has the ability to make such changes. Of course, the DMC will make every effort to work with the Client in making such changes, but in situations where that is not possible, the DMC may make executive decisions regarding the program so long as it does not affect the material nature or overall quality of the program.*  [↑](#footnote-ref-30)
31. *This language provides the Client with assurances that if the DMC failed to perform on the contract, the Client would be entitled to certain measures of relief. See Footnote 16 for a further explanation of cure provisions and how it may apply to this provision.*  [↑](#footnote-ref-31)
32. *This language attempts to insulate the DMC from forms of damage that can vastly increase the extent of the DMC’s financial responsibility and overall liability. The client will often attempt to negotiate this language or seek to remove it in its entirety. If that occurs, seek counsel’s advice on how to best attempt to mitigate exposure to the types of damage identified therein.*  [↑](#footnote-ref-32)
33. *Slight modification here to avoid potential rebuttals regarding the application of force majeure and impossibility.*  [↑](#footnote-ref-33)
34. *Note the slight changes to occurrences that would qualify as a force majeure event. This is intended to better protect DMCs and avoid any unnecessary confusion as to whether an occurrence qualifies as a force majeure event.*  [↑](#footnote-ref-34)
35. *Keep in mind the amount sought in the nonrefundable payment versus the labor costs later sought if this section is enforced. It may result in a lesser nonrefundable payment upfront, followed by additional nonrefundable payments or simply complete reliance on capturing labor costs, as allowed per contract. This same logic applies to the Communicable Disease Acknowledgment Clause.*  [↑](#footnote-ref-35)
36. *This language disqualifies communicable disease as a reason the event may be cancelled under the force majeure provision because it is presumed that, at the time of contracting, communicable disease is still ongoing. Therefore, an ongoing act of god can no longer be considered unforeseeable. It also prevents a later argument that the Agreement is invalid because it contemplated services that were illegal at the time of execution. Lastly, this is a ethical and transparent business standard that DMC should employ in order to be upfront with their clients about how the matter will be handled if this issue arises. Additionally, a DMC may choose to make this provision mutual. It will simply depend on whether the Client is agreeable to said terms.*  [↑](#footnote-ref-36)
37. *Notice how this provision is specific to communicable disease. Your DMC may decide to expand the scope of this provision to any reason beyond communicable disease, but it is recommended that you only do so over the course of negotiations. This way, your DMC may leverage the expanded scope you have afforded the client against another sought after provision or term that would be more favorable to DMC.*  [↑](#footnote-ref-37)
38. *How this additional charge is calculated shall be determined by each DMC. It may include labor hours, flat fees, corresponding percentages, etc.*  [↑](#footnote-ref-38)
39. *This language sets out to achieve a mutually beneficial indemnity provision that aims to identify specific parties in which it will apply, as well as establish when this provision may be triggered (e.g., gross negligence versus negligence). The shifting of liability, the extent of the liability, and how/when the liability may be shifted is a necessary conversation for each DMC to have with their respective counsel.*  [↑](#footnote-ref-39)
40. *This language sets out to release the DMC from liability stemming from wrongful acts or omissions of its vendors. If a vendor did something to give rise to liability, it’d be immensely helpful to insulate the DMC from that liability with this language. Sometimes, however, the client will not agree to this language and it may ultimately be removed.*  [↑](#footnote-ref-40)
41. *The DMC should carefully consider whether it wants to include this aggressive provision because it requires the client to indemnify the DMC for any damages incurred by the DMC related to the attendee participating in the event regardless of who is at fault, which may include damages arising from the DMC’s own negligence. If DMC does not wish to include this or, if the Client refuses to agree, the DMC should seek a waiver of liability specific to COVID-19 be executed by event attendees. Again consult legal counsel to determine the applicability of waivers in the DMc’s jurisdiction.* [↑](#footnote-ref-41)
42. *This language makes clear the DMC’s insurance requirements by specifying required policy limits, quality of insurance, certificates of insurance, and additional insureds.*  [↑](#footnote-ref-42)
43. *This language addresses situations, for example, where guests or attendees accidently damage vendor equipment or take home a centerpiece. In this type of situation, the DMC will ultimately be responsible to the vendor and the only way for the DMC to attempt to recoup costs is by way of this provision, or something similar thereto.*  [↑](#footnote-ref-43)
44. *This provision requires informal dispute resolution by way of negotiation, followed by arbitration in the event the matter cannot be resolved amongst the parties. There are several forms of dispute resolution provisions that will require negotiations, followed by mediation, and ending with arbitration; or, in the alternative, it will require negotiations and disallow any other form of dispute resolution by requiring that the parties go straight to litigation. It is ultimately up to the DMC as to how they’d prefer to handle this matter and is highly advised to seek counsel to thoroughly assess their best option. Mediation and Arbitration may not always be the best methods of dispute resolution. This language references United States standards for dispute resolution. DMCs not based in the United States should revise this section, accordingly.* [↑](#footnote-ref-44)
45. *This language is a legal provision that permits the prevailing party in a formal legal dispute to have their attorneys’ fees and costs of suit reimbursed in addition to the award of damages. This provision serves as a powerful tool to swiftly resolve matters. Absent a provision such as this one in the contract, each party is responsible for paying its own attorney’s fees.* [↑](#footnote-ref-45)
46. *This language is a legal provision determining what laws will govern over the contract. This is very important because different jurisdictions may have different laws that will result in different outcomes in the event of a dispute.*  [↑](#footnote-ref-46)
47. *This language is a legal provision that stipulates where a dispute will be resolved. This is an important determination for the DMC because it may have a substantial financial impact on the cost of resolving a potential dispute depending upon where the DMC is located/headquartered and where the program occurred.*  [↑](#footnote-ref-47)
48. *This language establishes protocol for when an attendee has a disability. It makes clear the DMC’s intention to accommodate such disability while establishing the client’s responsibility to notify the DMC of the attendee, as well as bear any additional cost in connection with the accommodation. This language is specific to each DMC. This language references United States law. DMCs not based in the United States should revise this section, accordingly.*  [↑](#footnote-ref-48)
49. *This language allows the DMC and the client to use each other’s intellectual property in their respective advertising, publication or news release. Although photo releases and other documents are typically used separately, if the DMC wishes to insert language here about the use of intellectual property (including photographs) for social media purposes, this is the provision to insert such language* [↑](#footnote-ref-49)
50. *This language specifically addresses the issue of waiver of liability. It signals to the client that attendees who refuse to sign a waiver shall not be permitted to participate in the activity. This should be strictly enforced at the time of the event; if not by the DMC’s vendor, then the DMC shall be responsible for ensuring this provision is fully enforced. If the DMC is not comfortable seeing this through, then the DMC is urged to use the following language, which the client will likely be resistant toward: “Client understands and agrees that certain vendors may require participants in a planned activity to sign waivers of liability. In the event that some participants refuse to sign said waivers, but are allowed to participate in the activity, Client will indemnify, hold harmless and defend DMC, its officers, directors, employees, agents, and each of them, from and against any asserted claims or judgments for loss or injury, including wrongful death, brought by the participant or his/her heirs or estate.”* [↑](#footnote-ref-50)
51. *This language is a legal provision ensuring that if either party declines to enforce an enforceable provision (e.g., timely payment), that the entire agreement is not deemed unenforceable. It is common that the DMC will allow client to submit a later than expected payment. Under such circumstances, and without this provision, such waiver may be interpreted as DMC’s inability to enforce any other terms (e.g., cancellation).*  [↑](#footnote-ref-51)
52. *This language is a legal provision ensuring the contract remains valid and enforceable even in the event one or more of its provisions are deemed by a court not to be.*  [↑](#footnote-ref-52)
53. *This language clarifies the enforceability of the service agreement in the event of possible circumstances surrounding prospective assignment. The provision specifies if, when, and how an assignment may occur if either party elects to do so.*  [↑](#footnote-ref-53)
54. *This language is a legal provision that clarifies what document(s) the DMC and the client are agreeing to enter into. At times, clients attempt to introduce addendums, codes of conduct or other types of documents they want incorporated into the agreement. In case one of those documents is introduced, this provision will help contradict such document’s enforceability if it was not the DMC’s intent to be obligated by such terms. Be careful, however, because the newly introduced document(s) will likely have language attempting to make that the governing document in the event of conflicting terms.*  [↑](#footnote-ref-54)
55. *This language is a legal provision that clarifies how formal communications between parties must be delivered.*  [↑](#footnote-ref-55)
56. *This language protects the proprietary nature of DMC’s contract and accompanying information (e.g., proposal, schedule of service, deposit invoice), as well as proprietary information relating to the client that is shared with the DMC over the course of planning and execution of the program. Certain clients will seek far more extensive confidentiality provisions. When that occurs, it is highly recommended that the DMC have counsel review.*  [↑](#footnote-ref-56)
57. *This language offers the client assurances that the DMC is cognizant of applicable data protection laws (i.e., GDPR) and is able to comply. There is, of course, more extensive language that may be offered, but this is a broad attempt to put the client on notice of the DMC’s awareness and ability to comply with applicable laws.*  [↑](#footnote-ref-57)
58. *This language is a legal provision alerting the court that the timing of payments, program execution, and other substantive matters relating to the service agreement are very important and must be considered when adjudicating a dispute.*  [↑](#footnote-ref-58)
59. *This language is a legal provision providing the client with assurances that the DMC is a professional company that will comply with applicable laws and regulations while planning and executing the client’s event. If the DMC wishes to articulate their respective position on the issue of music licensing and with whom that responsibility ultimately rests, this section is appropriate. Also, please be advised that if the DMC would like to address its tax obligations as a reseller within their respective destination/jurisdiction, the DMC may insert such language here, in the attachment, or provide it under a separate heading.*  [↑](#footnote-ref-59)
60. *This language is a legal provision that avoids confusion over the usage of titles and headings.*  [↑](#footnote-ref-60)
61. *This language is a legal provision that contradicts the court’s presumption that a contract shall be interpreted as drafted in favor of its drafter. This provision evens the playing field when it comes to a court possibly interpreting the meaning of any term.*  [↑](#footnote-ref-61)
62. *This language is a legal provision that signals to the court that this contract does not limit anyone’s ability to enforce additional remedies available at law or equity.*  [↑](#footnote-ref-62)
63. *This language is a legal provision ensuring that the parties acknowledge that additional cooperation will be required to fully effectuate the intended scope of the contract (e.g., execution of subsequent changes to the event services, additional payments based upon previously stipulated deposit schedules).*  [↑](#footnote-ref-63)
64. *This language is a legal provision confirming that the signature page may be delivered digitally in separate files that, when compiled together, constitute a valid and enforceable contract.*  [↑](#footnote-ref-64)
65. *This language is a legal provision that reinforces the binding nature of the contract in the event of an assignment.*  [↑](#footnote-ref-65)
66. *This language is a legal provision that ensures certain provisions are enforceable even after the contract has been fully performed. If any provision is not explicitly referenced, it does not automatically exclude that provision from being enforced beyond performance of the contract. It shall be enforced if, by its nature, it is supposed to be.*  [↑](#footnote-ref-66)
67. *This language is a legal provision makes clear the binding nature on of the contract upon the DMC and the client upon execution.*  [↑](#footnote-ref-67)
68. *This language is a legal provision ensures the individuals signing the contract on behalf of the DMC and the client have authority to sign. It is important to attempt to avoid a situation where a party may seek to excuse performance because they allege that the person who signed lacked authority.*  [↑](#footnote-ref-68)
69. *This language addresses the use of DocuSign (or similar software solutions) and ensures that, if used, such means of execution shall be valid and enforceable.*  [↑](#footnote-ref-69)
70. *This language is a e legal term that ensures that the DMC and the client have read and understand the terms they are committing themselves to. This is necessary language in order to ensure that a party does not improperly use lack of knowledge or lack of understanding as an excuse of performance.*  [↑](#footnote-ref-70)
71. *This language reminds the client that the offer, prices, etc. are only available for a certain period of time. If the offer, prices, etc. expire prior to contract execution, the DMC should notify the client and provide new offer details with an accompanying date of expiration.*  [↑](#footnote-ref-71)