



Terms and Conditions for Forms, Checklists, and Procedures

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Sample Meeting Planner Contract

Updated October 9, 2007

Client Name:		Planner Name:	
Company Name:		Phone:	
Address:		Fax:	
City, State, Zip:		Name of Event:	
Phone:		Event Dates:	
Email:		Email:	

Services to Be Performed

Planner agrees to perform the following services:

Please check all that apply.

- press release and media kit production,
- contacting media,
- contacting current contacts of Client,
- contacting cold contacts of Client,
- newsletter production,
- general promotion writing;
- graphic design services including but not limited to: newsletter art, website art, email art, newsletter production, general promotion art,
- Advertising services: general advertising campaign methods,
- On-site Conference execution,
- Other _____.

Payment

In consideration for the services to be performed by Planner, Client agrees to pay Planner at the rate of \$_____ per day.

Terms of Payment

Planner shall be paid according to the Schedule of Payments set forth in Exhibit A attached to and made part of this agreement.

Expenses

Client shall reimburse Planner for the following expenses that are directly attributable to work performed under this Agreement:

Please check all that apply.

- postage and courier services;
- travel;
- lodging;
- ground transportation;
- airfare;
- printing and reproduction;
- and other administrative expenses resulting in the work performed under this Agreement.

Planner shall submit an itemized statement of Planner's expenses. Client shall reimburse expenses within 10 days of submission by Planner.

Late payments or reimbursements of expenses by Client shall be subject to a late penalty fee of 10% after 30 days and shall bear interest at the highest rate allowed by applicable law thereafter.

Local State and Federal Taxes

As an independent contractor, Planner shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this agreement. Client will not

- withhold FICA from Planner's payments or make FICA payments on Planner's behalf
- make state or federal unemployment compensation contributions on Planner's behalf, or
- withhold state or federal income tax from Planner's payments.

Client will be responsible for all federal, state or local sales, use, property, or value added taxes that might arise under this Agreement.

Materials

Planner will furnish all materials and equipment to provide the administrative services required by this Agreement.

Term of Agreement

This agreement will become effective when signed by both parties and shall terminate on _____, 20__.

Terminating the Agreement

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- nonpayment of Planner's compensation for 20 days after written demand for payment

Cancellation Compensation Schedule

Days prior to contracted program date:

0 – 30 days	100% of projected compensation plus any expenses incurred to date
31-90 days	50% of projected compensation plus any expenses incurred to date
91 – date of signature	0% of compensation but reimbursement of any expenses incurred to date

Contract Changes

Client and Planner recognize that:

- Planner's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Planner when this Agreement was made,
- Client may desire a mid-project change in Planner's services that would add time and cost to the project and possibly inconvenience Planner, and
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

General Terms and Conditions

Indemnification

1. Each party agrees to indemnify and hold harmless the other party from any claims, liabilities, losses, damages and expenses (including, without limitation, reasonable attorneys fees) asserted against the other party and arising out of the indemnifying party's negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Entire Agreement

2. This Agreement constitutes the entire Agreement between the parties, and supersedes all previous negotiations, commitments and writings. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of both parties.

Enforceability

3. Failure of either party to enforce, at any time, any provision of this Agreement, or to exercise any right herein provided, shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent event, breach or default, and shall not in any way affect the validity of this Agreement, or any part thereof, or limit, prevent or impair the right of such party to subsequently enforce such provision or exercise such right.

Legal Compliance

4. Each party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.

Jurisdiction and Venue

5. This Agreement and the performance called for hereunder, and all suits and special proceedings brought hereunder, shall be construed in accordance with and pursuant to the laws of the State of _____, and shall be subject to jurisdiction of the Courts of the State of _____.

Assignment Restricted

6. This Agreement is binding on the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other. In the event of an assignment by either party, without the other's prior written approval, the non-assigning party may, at its sole discretion, immediately terminate this Agreement without further obligation (which assignment shall not be unreasonably conditioned, delayed, or withheld).

Captions & Titles

7. Captions in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement, or any provision hereof.

Severability

8. If any provision of this Agreement, or the applicability of such provision to any person or circumstance, shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement, all of which provisions shall remain in effect.

Independent Contractors

9. It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of partnership or joint venture between the parties, each party being an independent contractor, and neither party is authorized to obligate the other for the payment of any monies or performance of any obligation.

Force Majeure

10. Neither party shall be considered in default in performance of its obligations should its performance thereof be delayed or prevented by force majeure. Force majeure shall include hostilities, civil commotion or riots; strike or lockout; epidemic, accident, fire, flood, earthquake, windstorm or explosion; lack of or failure of transportation facilities; lack of or failure of power facilities, electronic viruses and/or worms, failure of website hosting servers; regulation, ordinance, or requirement by any government or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or over the parties; or any act of God or of Government; or any cause, existing or future, which is beyond the control and without the fault or negligence of the parties.

Confidentiality

11. Except as otherwise required by law, the parties agree that the terms and conditions of this Agreement, and the operational policies and procedures used in the provision of services, as well as all proprietary information, policies and procedures of the Client that may be disclosed to, or become known to, the Planner shall remain confidential and vice versa. Neither party shall distribute this Agreement or other documentation used by either party, or any part thereof, or reveal any of the terms of this Agreement or any proprietary information, policies and/or procedures of the other party to parties other than their employees or agents who have a need to know, and who shall also be bound by this provision. Proprietary information, policies and procedures include any property of Client, its customers, prospects or suppliers, including uniforms, correspondence, written notes, software, computer disks and computer hard drives, business, medical or insurance forms, client lists, travel staff lists, files or documents, address books, Rolodex or index cards or any written data whether in written form or contained within a computer or upon a computer disk indicating any of the foregoing or identity of clients, travel staff contractors, vendors, administrative personnel or any other written, graphic or recorded information relating or pertaining to Client.

Consideration of Counsel and Drafting

12. This Agreement and any accompanying documents constitute negotiated agreements between the parties, and the fact that one party or his or its counsel, or the other, shall have drafted this Agreement, any document or particular provision hereof shall not be considered in the construction or interpretation of this Agreement, the documents or any provision hereof.

Execution / Copies

13. This Agreement may be executed originally or by facsimile, and in one or more counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Non-Discrimination policy

14. Neither party to this Agreement will discriminate on the basis of race, color, sex, age, religion, national origin or handicap in the performance of this Agreement.

Survival

15. Paragraph(s) 11, 19 and 21 shall survive termination of this Agreement.

No Third Party Beneficiaries

16. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons or entities other than the parties to this Agreement. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is, or shall, be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assignees as permitted hereunder. This Agreement shall not in any respect increase the rights of Beneficiary(s) or any other third party with respect to either party or the duties of either party to Beneficiary(s), or create any rights or remedies on behalf of Beneficiary(s) against either party.

Dispute Resolution

17. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in cxv Any costs and fees other than attorney's fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory mediation, the parties agree to submit the dispute to binding arbitration in _____ under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. However, the complaining party may refuse to submit the dispute to mediation or arbitration and instead bring an action in an appropriate Court.

Costs and Attorneys Fees

18. If either party brings any legal action to enforce the terms of this agreement or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and expenses incurred, together with reasonable attorneys fees to be paid by the losing party as fixed by the court.

Good Standing and Authorization

19. Each party hereto represents and warrants to the other that it is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation; that it has full power and authority to enter into this agreement and to perform this Agreement in accordance with its terms; that the execution, delivery and performance of this Agreement by such party has been fully authorized by all requisite corporate action of such party; and that this Agreement is a valid and binding obligation of such party enforceable in accordance with its terms.

Restriction of Use of Trademarks

20. Neither party may use the other party's name, trademarks, tradenames, service marks or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement or the other party, without the prior written consent of an authorized representative of the other party (which permission shall be deemed given if a party does not object to such proposed use within ten (10) days of such party's receipt of same.)

Intellectual Property

21. No license under any intellectual property right is granted or implied by the conveying of confidential information to Recipient. None of the confidential information which may be disclosed by Discloser shall constitute any representation, warranty, assurance, guarantee or inducement by Discloser of any kind and, in particular, with respect to the non-infringement of any intellectual property rights or other rights of third persons or of Discloser.

Notices

22. Notices and requests for approval hereunder shall be in writing and sent by courier mail, fax, or postage prepaid certified or registered U.S. mail's return receipt, to the appropriate persons at the addresses first stated above, or to such other person or address as may be designated by written notice hereunder. Notice shall be deemed given upon actual receipt if sent by any other means provided herein.

Responsible for Own Employees

23. Each party's employees remain under their respective direction and control and will receive compensation and benefits as that party from time to time determines. Each party is responsible for its own employees with regard to compliance with all applicable laws, rules and regulations relating to employment, labor, wages, benefits, taxes and other matters affecting its employees.

Signatures

Client:

By (Signature):

Printed Name:

Title:

Date:

Planner:

By (Signature):

Printed Name:

Title:

Taxpayer ID Number:

Date: