



Kelly Ivey and Ann Zinyemba
(317)504-7322 (317)626-8862
CreativeGatherings@gmail.com

This agreement for event services is hereby entered into by and between the following parties:

Creative Gatherings
2384 Solidago Drive
Plainfield, Indiana 46168

Client/Company: _____

Address: _____

Phone: _____

Email: _____

Contact Person: _____

1. Place of Event: _____

2. Date of Event: _____ Start Time: _____ End Time: _____

3. Agreed Upon Specifics:

Colors- _____

Logos- Yes or No If yes, the logos need to be emailed to us by _____.

Types of Glasses at Event- 20 Oz Wine Champagne Pilsner Pub
Plain, Glitter or Painted Glasses

Special Message on Glass- _____.

Do you want Date of Event on Glasses? Yes or No

Do you want Names on Glasses? Yes or No. If yes, we need names by _____.

Any other special requests-

4. It is hereby agreed to and understood that Creative Gatherings, in exchange for remuneration as set forth in this Agreement.

5. The agreed upon payment is _____. A non-refundable deposit \$_____ is required to secure Creative Gatherings for the event. This amount will be subtracted from the agreed up payment. The remaining balance will need to be paid in FULL AT THE EVENT (unless other arrangements are accepted by Creative Gatherings.) All checks can be made payable to Kelly Ivey or Ann Zinyemba.

6. Creative Gatherings represents and warrants to Client that it has the experience and ability to perform services required by the Agreement: that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform the Agreement; and its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

7. This agreement for Creative Gatherings to perform shall be excused by acts of God, or any other legitimate condition beyond Creative Gatherings control. If such circumstances arise, all reasonable efforts will be made by Creative Gatherings to find a replacement at the agreed upon fees. In the event, we can not find a replacement. Creative Gatherings will refund all fees paid. Creative Gatherings will not be liable for indirect or consequential damages arising from breach of this contract.

8. In the event of non-payment, Creative Gatherings retains the right to attempt collections through all legal and permissible means. Client will be responsible for all court fees, legal fees and collection costs incurred by Creative Gatherings.

9. It is further agreed upon that the Client shall be charged \$50 for each returned check plus a \$10 service charge for each collection notice.

10. It is agreed upon that the Client will take reasonable steps to protect Creative Gatherings' personnel and equipment during the contracted period.

11. This contract can not be cancelled except by mutual written consent of both the Client and Creative Gatherings. If cancellation is initiated by the Client in writing and agreed upon by Creative Gatherings in writing, the Client will be required to pay unrecoverable costs already incurred by Creative Gatherings.

12. Client shall pay any charges imposed by the venue. These charges may include, but are not limited to, marking, use of electric power, Wi-Fi, etc.

13. It is hereby agree and understood that the laws of Indiana shall govern this agreement.

14. Client agrees to defend, indemnify, assume liability for and hold Creative Gatherings harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of Creative Gatherings.)

15. Client may not transfer this contract to any other part without prior written consent of Creative Gatherings.

16. This agreement is not binding until received and signed by Creative Gatherings. Any changes must be written and signed by both the Client and Creative Gatherings. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Client and Creative Gatherings for the event listed above. If any clause in this Agreement is found unenforceable by court of law, the rest of the Agreement shall remain in full force and effect.

17. This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile signatures to the Agreement are acceptable and carry with it the same full force and effect as an original signature.

18. Creative Gatherings may elect not to exercise rights specified in the Agreement. By doing so, Creative Gatherings does not waive the right to exercise those rights at a future date.

Creative Gatherings

Signature: _____

Print Name: _____

Date: _____

Client

Signature: _____

Print Name: _____

Date: _____