

RAFANELLI EVENTS MANAGEMENT, INC.

Services Agreement

Client:		Contact:	
Address:		Phone:	
		Email:	
		Billing Contact:	
Sales Tax Status:	<input type="checkbox"/> Exempt (Attach Client's Certificate) <input type="checkbox"/> Non-Exempt		

This Rafanelli Events Management Services Agreement (the "Agreement"), made and entered into as of _____ (the "Effective Date"), by and between the client identified above ("Client") and Rafanelli Events Management, Inc, a Massachusetts corporation, with an address at 867 Boylston Street, Boston, MA 02116 (Phone: 617-357-1818) (the "Agency") includes and incorporates herein by reference the attached Terms and Conditions. Agency and Client shall each be referred to herein as a "Party." By entering into this agreement the Agency agrees to produce the _____ event for approximately _____ guests in _____, ____ in _____ ("the Event"). The Agency will be responsible for producing those aspects of the Event as set forth in the Statement of Services agreed to between the Parties, substantially in the form of Exhibit A attached hereto (each a "Statement of Services"). This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument.

CLIENT:

RAFANELLI EVENTS MANAGEMENT, INC.

Name: _____

Name: _____

Title: _____

TERMS AND CONDITIONS

1. Statement of Services. Subject to the following terms and conditions, the Agency shall provide services to Client to produce the event specified above in accordance with the written statement of services agreed to between the Parties. The Statement of Services shall describe the respective obligations of, and shall be executed by, each Party, whereupon it shall be deemed incorporated herein by reference as fully as though set forth herein. The terms and conditions of the Statement of Services, notwithstanding any conflicting terms or conditions of this Agreement, shall govern the Parties performance with respect to the Services being performed pursuant to such Statement of Services. Client acknowledges and agrees that the Agency shall control the manner, means and methods by which the Agency shall perform the Services.

2. Fees for Agency Services: The Agency charges a fee based on hourly charges as follows:

Bryan Rafanelli:	\$350
Creative Director:	\$225
Event Producer:	\$150
Creative Coordinator:	\$100
Production Manager:	\$100
Inventory Manager:	\$100
Production Assistant:	\$55

There is a minimum fee of \$25,000 for the Agency's services. This amount reflects the services of the Agency and does not reflect the actual costs of the Event. The Client is solely responsible for the costs of the Event.

3. Payment of Fees and Expenses: The Client agrees to pay the Agency's fee on the following schedule:

1. \$15,000 upon signing this Agreement;
2. One-half of the total estimate of the Agency's fee for the Event, less amounts already paid for the Agency's services, 60 days prior to the Event;
3. The remaining one-half of the total estimate of the Agency's fee for the Event 15 days before the Event.

All payments shall be sent to Rafanelli Events Management, Inc., 867 Boylston Street, Floor 4, Boston, MA 02116 and are non-refundable.

The Agency may bill the Client the reasonable cost of the following out-of-pocket expenses incurred on the Client's behalf by the Agency including all extraordinary travel costs, postage, extraordinary photocopying, express deliveries, and express or air freight.

The Client is responsible for all Event expenses, including the cost of flowers, entertainers, photographer, videographer, rentals, linens, caterer, stationery, sound and lights, venue rental, tents and "day of" Event staff. Whenever said services and/or items are subcontracted and invoiced through the Agency, the Agency will not provide additional back-up invoices for said subcontracted vendors.

For all expenses subcontracted and invoiced through the Agency, the Client agrees to pay on the following schedule:

1. All deposits required by vendors within 7 days notice from the Agency;
2. One-half of the estimated total cost of said expenses 60 days before the Event;
3. The remaining one-half of the estimated total cost of said expenses 15 days before the Event;
4. The remaining cost, if any, of the actual total cost of said expenses 60 days after the Event, less amounts already paid to the Agency.

4. Budgets. The Agency and Client shall agree upon a budget for the Event, including expenses for all major components of the Event. The Client understands that dollar amounts in the budget are only projections and are to be used as guidelines for the Agency. Whenever possible, the Agency shall make efforts to provide the Client with prior notice of the actual cost of each major component of the Event. Regardless of the amount of the Budget for the Event, the Client is responsible for the payment of all fees and cost associated with the Event.

5. Confidential Information.

As used in this Agreement, the term "Confidential Information" means any proprietary business, financial and technical information, or confidential personal information, whether oral, written, electronic, magnetic, visual or otherwise, of Client disclosed by Client to

Agency including without limitation, information acquired by Agency from any Client's employees or agents relating to Client's personal life, business, products, services, trade secrets, all forms of intellectual property, designs, methods, subscribers, clients, partners, suppliers, strategy, plans, opportunities, finances, research, development, know-how or personnel. Agency acknowledges the proprietary and confidential nature of the Confidential Information. Agency agrees to keep the Confidential Information and all data contained therein or that may be extracted strictly confidential and not to disclose or reveal any of its details to any other person or entity and not to disclose the fact that the Confidential Information has been made available to Agency, except that Agency may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for purposes of planning and executing the Event. Agency agrees that the Confidential Information will be used by Agency only for the purpose of planning and executing the Event.

6. Warranty; Disclaimers; Limitation of Liability.

6.1 Disclaimer of Warranty. AGENCY HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE PROFESSIONAL SERVICES. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, AGENCY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT OF THE PROFESSIONAL SERVICES. AGENCY IS PROVIDING THE SERVICES TO CLIENT "AS IS", WITH NO OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE.

6.2 Limitation and Liability.

(a) In no event will either Party be liable to the other for direct damages in excess of an aggregate of the total amount of the Fees paid by Client hereunder, other than for claims arising from the breach by Client of its payment obligations hereunder.

(b) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination.

Either party may terminate this Agreement upon 15 days written notice to the other party. In case of termination, the Agency shall be entitled to an amount totaling the hours worked by the Agency to the date of termination or amounts already paid for the Agency's services to the date of termination, whichever is greater. In addition, the Client agrees to pay the Agency for all non-refundable charges incurred for services and/or items purchased for the Event as well as the Agency's reasonable costs and expenses incurred to the date of termination.

8. Miscellaneous.

8.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be enforceable by each of the Parties and their permitted successors and assigns. Neither party shall be permitted to assign this Agreement or any right or interest under this Agreement without the other Party's prior written consent.

8.2 Relationship of the Parties. Agency and Client are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. There shall be no third party beneficiaries to this Agreement.

8.3 Notices. All notices under this Agreement shall be sent to the parties at the respective addresses set forth above in writing via registered or certified mail, return receipt requested, or via so-called next business day delivery service.

8.4 Remedies; Waiver. All rights and remedies of the parties are cumulative. The failure of either party at any time to enforce or require performance of any provisions of this Agreement will not be construed to be a waiver of such provisions.

8.5 Choice of Law; Forum Selection; Attorney's Fees. This contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law's provisions. The Party prevailing in any litigation or arbitration under this Agreement shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and related expenses incurred in connection with such litigation or arbitration or in a separate action brought for that purpose.

8.6 Entire Agreement; Amendment; Severability. This Agreement, and the Exhibits hereto encompass the entire Agreement between Agency and Client with respect to the subject matter hereof and supersede all prior representations, agreements and understandings, written or oral. This Agreement may not be modified except by written instrument signed by the duly authorized representatives of both parties. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute, rule of law or court order, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect.

8.7 Force Majeure. Except for the obligation to make payments when due, nonperformance by either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, terrorism, war, governmental acts or orders or restrictions, failures of suppliers or any other reason where such Party's failure to perform is beyond its reasonable control and not caused by such Party's negligence.

8.8 Publicity. Neither Party shall use the name, trade name, service marks, trademarks, trade dress or logo of the other in publicity releases, advertising, promotional materials or in other communications without the express prior written consent of the other Party's duly authorized representative.

8.9 Headings and Construction: The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement. The parties agree that this Agreement should not be construed by a court or other tribunal against one or the other based upon which party prepared or drafted the Agreement.