

This Grazing Table Contract is made & entered into on \_\_\_\_\_

date

### Primary Client Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Secondary Client Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Scope of Services

First Class Event Services agrees to provide a grazing table display that may include a variety of food items such as cured meats, cheeses, fruits, nuts, vegetables, dips, crackers, breads, and sweets (the "Grazing Table"). The specific items to be included will be determined in advance and approved by the Client in the finalized event proposal and invoice.

Grazing tables are designed for presentation and light snacking, not as a full meal replacement unless otherwise agreed in writing.

### Event Details

- **Setup Start Time:** Company will arrive no earlier than \_\_\_\_\_ to begin setup.
- **Display Ready By:** Grazing Table will be fully set and photo-ready by \_\_\_\_\_.
- **Food Display Duration:** The display will remain available for a maximum of **3 hours**, unless otherwise agreed upon.
- **Takedown/Clear-Out Time:** Food must be cleared and display breakdown will begin at \_\_\_\_\_ or immediately after 3 hours of display, whichever comes first.

Client is responsible for ensuring the venue allows for this schedule and that venue access is granted accordingly.

### Food Safety & Liability

While First Class Event Services maintains high standards of food safety, preparation, and presentation, the following terms apply:

- **Non-Responsibility for Food-borne Illness:** The Company shall not be held responsible or liable for any illness, allergic reaction, or injury resulting from the consumption of any food items presented on the Grazing Table. All items are served at room temperature and are intended for immediate consumption only.
- **Display Expiry Time:** Food is best consumed within the 3-hour display period. After this time, any remaining items should be discarded, especially perishable items. The Company is not responsible for any consumption after the agreed food service window.
- **Leftovers:** Upon request, leftovers may be boxed and left on-site for the Client, but the Company assumes no responsibility for the safety or condition of such items after the event.
- **Allergies & Dietary Restrictions:** The Client is responsible for notifying the Company of any known allergies or dietary restrictions at least 14 days prior to the event. The Company cannot guarantee an allergen-free environment.

### Display Requirements

- The Client must provide a clean, level, and accessible surface or space for the grazing display (unless rented from Company).
- If the table or equipment is rented from First Class Event Services, any damage will be billed to the Client after the event.
- Electricity and lighting access must be discussed in advance if heat lamps, specialty lighting, or equipment is used.

## **Media & Marketing**

The Company reserves the right to photograph the grazing display for use on social media, marketing, and promotional materials. No guest photos will be used without consent. If the Client prefers no media use, they must submit a written request prior to the event.

## **Providing Necessary Details, Preferences, and Decisions**

The Client agrees to provide all required event details, preferences, and decisions promptly to allow for adequate planning and execution. This includes but is not limited to:

- Providing a complete and accurate timeline for the event.
- Specifying event logistics such as venue access times, room layout, and technical requirements.
- Confirming vendor selections, music preferences, and special requests in writing.
- Notifying the Company of any schedule changes at least X days in advance to allow for necessary adjustments.
- Failure to provide essential details or last-minute changes may result in additional fees, timeline disruptions, or an inability to fulfill specific requests.

## **Communication & Updates**

The Client must communicate promptly regarding any changes, cancellations, or updates that may affect the services provided by the Company. This includes, but is not limited to:

- Venue changes, timeline shifts, or modifications to the number of guests.
- Adjustments to the scope of services, including but not limited to DJ/music selection, lighting, coordination services, or additional staffing needs.
- Immediate notification of any emergency or unforeseen circumstances that may impact the event.

The Company is not responsible for delays, disruptions, or issues resulting from the Client's failure to communicate necessary updates in a timely manner.

## **Designated Point of Contact for Day-of Decisions**

The Client must designate a responsible person (other than the couple, if applicable) who will serve as the primary point of contact on the day of the event. This individual must be available to make decisions regarding event logistics, timelines, and any unforeseen issues. This ensures:

- The couple and/or main event participants can focus on enjoying the event without being burdened by coordination issues.
- A clear chain of command is in place to handle last-minute adjustments without disruption.
- The Company can execute services efficiently without waiting for decisions that may cause delays.
- Failure to provide a designated point of contact may result in decisions being made at the Company's discretion to ensure smooth execution, and the Company is not liable for any disputes arising from such decisions.

## **Guest & Attendee Conduct**

The Client is responsible for ensuring that all guests, attendees, and participants behave in a manner that is safe, respectful, and compliant with venue policies. The Client agrees to:

- Prevent excessive intoxication, disorderly conduct, or any behavior that may cause harm or disruption.
- Ensure that no guests endanger themselves, other attendees, vendors, venue staff, or Company staff.
- Enforce all venue rules, safety guidelines, and applicable laws (including but not limited to alcohol consumption, smoking policies, and property damage).
- The Company reserves the right to cease services immediately if guest behavior poses a safety risk to its staff, vendors, or other individuals at the event. In such cases, no refunds will be provided.

### **Liability & Indemnification**

The Client acknowledges that the Company is not liable for:

- Any injuries, damages, or losses occurring due to guest negligence, vendor actions, or venue conditions.
- Any legal consequences arising from alcohol service, underage drinking, or violations of local laws.
- Any unforeseen circumstances (e.g., weather delays, venue emergencies, power failures) outside the Company's control.
- The Client agrees to indemnify and hold harmless the Company, its staff, subcontractors, and affiliates from any claims, liabilities, or damages arising from the event, including but not limited to personal injury, property damage, or legal disputes.

### **Compliance with Local Laws & Venue Policies**

The Client must ensure full compliance with all applicable local, state, and federal laws, as well as venue-specific rules and regulations. This includes but is not limited to:

- Noise ordinances and curfews.
- Fire codes, capacity limits, and emergency exit accessibility.
- Vendor insurance requirements, health and safety standards, and alcohol service laws.
- Any violations or fines incurred due to non-compliance are the sole responsibility of the Client.

### **Third-Party Vendor Responsibility:**

First Class Event Services ("Company") acts solely as an event planning and coordination service and does not own, operate, or control any third-party vendors, venues, or service providers engaged by the Client. While the Company may assist in recommending or facilitating agreements with vendors, the Client acknowledges that all contracts and agreements for goods or services provided by third parties are entered into directly between the Client and the respective vendor. The Company shall not be liable for any vendor's failure to perform, negligence, misconduct, breach of contract, or any resulting losses or damages. Any disputes or claims related to vendor services must be handled directly between the Client and the vendor.

### **Force Majeure (Acts of God and Unforeseen Circumstances):**

The Company shall not be held liable for any delay, interruption, or failure to perform its obligations under this agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, inclement weather, power failures, pandemics, government regulations, labor strikes, transportation disruptions, acts of terrorism, or other unforeseen emergencies. In such cases, the Company will make reasonable efforts to provide alternative solutions but is not obligated to issue refunds, reschedule events, or assume responsibility for any resulting financial or personal losses.

### **Event Safety & Liability Disclaimer:**

The Client assumes all risks associated with the safety and well-being of guests, attendees, and staff during the event. The Company shall not be held responsible for any accidents, injuries, property damage, or other liabilities that occur before, during, or after the event, whether caused by guests, vendors, venue conditions, or unforeseen circumstances. The Client agrees to obtain appropriate insurance coverage, including but not limited to liability insurance, to protect against such risks.

### **Indemnification:**

The Client agrees to indemnify, defend, and hold harmless the Company, its owners, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to:

- Any third-party vendor's performance or non-performance;
- Any injury, loss, or damage occurring at or related to the event;
- The Client's failure to comply with any laws, regulations, or contractual obligations.

### **Limit on Financial Liability:**

In no event shall the Company's total liability for any claims arising from this agreement exceed the total amount paid by the Client to the Company for services rendered. Under no circumstances shall the Company be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to lost profits, business interruptions, reputation harm, or emotional distress, even if advised of the possibility of such damages.

**Client Responsibilities**

The Client agrees to provide a safe, respectful, and harassment-free environment for all Company staff. The Client, their guests, vendors, or any associated parties are strictly prohibited from engaging in any form of verbal abuse, physical intimidation, inappropriate behavior, sexual harassment, discrimination, or unsafe conduct toward Company staff.

The Company reserves the right to remove staff from the premises and/or terminate services immediately without refund if at any point the event environment becomes hostile, dangerous, or unacceptable in the Company's professional judgment.

**Right to Terminate Services**

The Company reserves the right to **cancel** or **terminate staffing services** at any point before or during an event if:

- Safety of staff is compromised
- Harassment or abuse occurs
- Event details materially change without appropriate notice
- The client violates any terms in this agreement
- Unforeseen circumstances prevent service from being delivered safely

In such cases, no refunds or credits will be issued unless otherwise agreed to in writing by the Company.

**Acknowledgment & Acceptance:**

By entering into this agreement, the Client acknowledges that they have read, understood, and agreed to the above limitation of liability terms. The Client assumes all responsibilities for vendor agreements, event safety, and external factors beyond the Company's control.

Payment Due By \_\_\_\_\_  
date

**Primary Client Information Card Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Card # \_\_\_\_\_

Ex. Date \_\_\_\_\_ Sec. Code: \_\_\_\_\_

**Secondary Client Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Card # \_\_\_\_\_

Ex. Date \_\_\_\_\_ Sec. Code: \_\_\_\_\_

**1. Non-Refundable Deposit**

A non-refundable deposit of 50% of the Estimate Quote is required to secure the date for services. This deposit must be submitted along with the signed contract to confirm the booking.

**Importance of Timely Submission and Non-Refundable Nature:** The non-refundable deposit is essential for several reasons:

- **Securing the Date:** By submitting the deposit and contract promptly, you ensure that your desired date is reserved exclusively for your event. This prevents double-booking and allows us to allocate the necessary resources and planning time to your event.
- **Commitment and Planning:** The deposit serves as a commitment from both parties, allowing us to begin detailed preparations for your event. This includes planning the music selection, arranging equipment, and scheduling staff.
- **Opportunity Cost:** By securing your date with a deposit, we may turn down other potential clients for the same date. The non-refundable nature of the deposit compensates for this opportunity cost and ensures our commitment to your event.
- **Initial Expenses:** The deposit helps cover initial expenses incurred during the planning and preparation stages, such as consultations, equipment reservations, and administrative tasks.

Please note that the date will not be considered confirmed until both the deposit and signed contract are received.

**2. Accepted Payment Methods**

All clients must adhere to the following payment guidelines. Failure to comply may result in delayed or canceled services.

- **Payments By Check:** Checks must be made payable to: First Class Event Services
  - **Deadline:** All payments by check must be received and cleared no later than 14 days prior to the event date.
  - **Returned Checks:** If a check is returned for insufficient funds or any other reason, the client will be charged a \$75 bounced check fee.
  - **Daily Penalty:** A daily fee of \$25 will be assessed for each day the payment is not rectified after the bounce date, up until the full balance is paid.
  - **Service Risk:** Services are not guaranteed if full payment is not received and cleared prior to the event. We reserve the right to cancel services due to non-payment.
- **Cash Payments:** Clients who pay in full using cash will receive a \$100 discount off their total event cost. Partial payments do not qualify for this discount. Full payment must be made at once in cash and accompanied by a signed receipt.

### 3. Damage to Equipment

The client agrees to be fully responsible for any damage to our equipment caused by the client, their guests, event staff, or any individuals attending the event. This includes, but is not limited to, damages resulting from spills, physical interference, tampering, or negligence.

In addition, the client acknowledges that they are also responsible for any damage caused by the venue, weather conditions, or other environmental factors not under our control. Even if the damage is directly caused by the venue or a third party, the client assumes full responsibility for ensuring the safety and suitability of the event space for vendors and their equipment. It is the client's duty to coordinate with the venue and take all necessary precautions to prevent damage. Any repair or replacement costs resulting from such incidents will be billed to the client accordingly.

### 4. Liability Insurance

First Class Event Services maintains liability insurance to cover any accidental damages or injuries that may occur during the performance. A certificate of insurance can be provided to the client or venue upon request.

### 5. Liability Insurance

First Class Event Services liability for any claim arising out of this contract will not exceed the total amount paid by the client for the services provided. First Class Event Services will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the performance of services under this contract.

This section clarifies the responsibilities and liabilities of First Class Event Services regarding equipment and performance, helping to protect both parties from potential disputes.

- **Venue Responsibility:** The client is responsible for ensuring that the event venue meets all necessary requirements for our performance, including providing adequate space, power supply, and access for equipment setup. The client must obtain all necessary permissions and permits required by the venue for our services and ensure compliance with any venue-specific regulations or restrictions.
- **Guest Conduct:** The client is responsible for the behavior and conduct of all guests attending the event. This includes ensuring that guests do not interfere with our performance, equipment, or personal safety. Any damage to our equipment caused by the client or their guests will be the financial responsibility of the client. The client agrees to reimburse the Company for the full cost of repair or replacement of any damaged equipment.
- **Safety & Security:** The client must provide a safe and secure environment for us to perform. This includes taking reasonable measures to prevent any harassment, violence, or unsafe conditions during the event. If we feel that our safety or the safety of our equipment is at risk, we reserve the right to cease performance until the issue is resolved. No refunds will be provided for any performance time lost due to safety concerns.
- **Alcohol & Substance Use:** The client agrees to monitor and manage the consumption of alcohol and other substances by guests to ensure that it does not adversely affect our performance or create a hazardous environment. We have the right to refuse song requests or interactions with guests who appear to be overly intoxicated or under the influence of substances. We also have the right to refuse and discontinue service should this be the factor of us feeling unsafe.
- **Damage to the Venue:** The client is liable for any damage to the venue caused by our equipment, provided such damage is a direct result of our actions and not due to venue conditions or other factors outside our control. Any claims made by the venue for damages related to our performance must be communicated to First Class Event Services Representative within 24 hours of the event's conclusion.
- **Indemnification:** The client agrees to indemnify and hold harmless First Class Event Services from any claims, damages, losses, or expenses arising out of or resulting from the actions or conduct of the client or their guests during the event.

## 6. Performance Liability

First Class Event Services will perform the services as agreed upon in this contract to the best of their ability and in a professional manner. First Class Event Services will not be liable for any disruptions in performance caused by circumstances beyond their control, such as power outages, technical malfunctions, or restrictions imposed by the venue. In the event of our inability to perform due to illness, injury, or other unforeseen circumstances, First Class Event Services will make every effort to provide a qualified substitute. If a substitute cannot be provided, the client will be entitled to a full refund of any fees paid for the services not rendered.

## 7. Additional Costs

The following additional costs may apply to services provided under this agreement:

- **Travel Costs:** Travel expenses are not included in the base fee and will be the responsibility of the client. The client agrees to cover the cost of travel to and from the event venue. Travel costs include mileage, tolls, and other transportation expenses.
- **Lodging Costs:** If the event requires Team Members to travel more than 100 miles from their home base, or if the event spans multiple days, lodging arrangements and costs will be covered by the client. If the client does not book lodging, the company will add the lodging costs to the final invoice.
- **Airfare:** If the event requires Team Members to fly to the location, the client will cover the cost of airfare. This cost will be added to the final invoice if not arranged by the client.
- **Set-Up Costs:** The standard set-up time is included in the base fee. Any additional time required for set-up beyond 1 hour will incur a fee of \$150 per additional hour.
- **Other Additional Costs:** Any other unforeseen costs related to the event that are not covered by the base fee will be discussed with the client. These may include special equipment rentals, additional services requested by the client, or other expenses.

These additional costs will be itemized and added to the final invoice, which will be presented to the client after the event. The client agrees to reimburse these expenses in accordance with the terms outlined in this contract. Final costs will be charged to the client's credit card or card on file.

## 8. Card on File & Payment Authorization

To complete and validate this agreement, the Client is required to provide a valid credit or debit card to be held securely on file. This card will serve as a form of incidental security and will only be charged under the conditions outlined below:

- **Payment Coverage & Final Invoicing:** The card on file may be charged for:
  - Any outstanding balance not paid by the due date outlined in this agreement.
  - Any additional services, overtime, damages, fees, or expenses that arise during or after the event and are agreed upon or incurred per this contract.
  - Any late fees, cancellation fees, or charges specified in this agreement.
- **Primary vs. Backup Payment Method:** Even if the Client intends to pay by check, cash, electronic transfer, or other means, the card on file serves as a backup payment method to ensure timely and complete payment of any and all fees. This includes but is not limited to balances unpaid due to failed or delayed primary payment methods.
- **Authorization:** By signing this agreement, the Client authorizes First Class Event Services, LLC to charge the card on file for the purposes described above. A receipt for any such charges will be provided upon request.

- **Failed Charges & Penalties:** If a charge attempt is declined or disputed without cause, the following actions and penalties may apply:
  - A \$50.00 fee for each failed charge attempt.
  - A 5% late fee compounded weekly until the balance is paid in full.
  - Suspension of services for current or future events until the outstanding balance is resolved.
  - Referral to collections and legal action, including associated legal and administrative fees, if payment is not resolved within 30 days.
- **Security & Confidentiality:** All card data is securely stored and processed through our PCI-compliant payment processor. We do not store full card numbers in any local files or physical documents.
- **Disputes & Questions:** If you believe a charge was made in error, you may contact our billing department within 7 days of the charge for review and resolution.

## 9. Late Payment Penalties

In the event that payment is not received by the due date specified in the contract, the following penalties will apply:

- **Daily Late Fee:** A late fee of \$100 per day will be incurred for each day the payment is overdue, starting from the day after the payment due date.
- **Maximum Late Fee Duration:** This daily late fee will be applied for a maximum period of 30 days.
- **Legal Fees:** If the payment remains outstanding after 30 days, the account will be referred to a collection agency or legal counsel. Any costs associated with the collection or legal process, including but not limited to attorney fees, court costs, and additional administrative expenses, will be the responsibility of the client.
- **Payment Collection:** The company reserves the right to take legal action to recover any overdue amounts and associated costs if the payment remains unpaid beyond the specified period.

*The client agrees to these terms and acknowledges that timely payment is crucial to maintaining the agreed-upon services and schedule.*

## Event Information

Type of Event:   
 Event Date(s):   
 Event Location:   
 Hours of Service:

Number of Guests:   
 Package Requested:   
 Start/End Times:   
 Venue Name:

## Venue / Manager Information

Name:   
 Address:   
  
 Phone:   
 Email:

## Payment Information

Quoted:   
 Balance Due:   
 Due Date:   
 Payment Method:

***Failure to submit the full payment by this deadline will result in services being canceled for the event. However, the client will still be responsible for the total payment as stipulated in this agreement.***

\_\_\_\_\_  
 Client Name (Printed)

\_\_\_\_\_  
 First Class Event Services Team Member

\_\_\_\_\_  
 Client Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 First Class Signature

\_\_\_\_\_  
 Date