

Commercial Contract

EVENT PLANNER / MANAGEMENT CONTRACT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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January 2013

Event Planner/Management Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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D6. EVENT PLANNER/MANAGEMENT CONTRACT

THIS EVENT PLANNER/MANAGEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Planner", which expression shall, wherever the context so provides, include its agents and successors-in-interest).

(The Business and the Planner are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Business is conducting an event of [insert description of event] (hereinafter referred to as the "Event").

AND WHEREAS the Planner is engaged in the business of providing event management services to its clients (as more particularly described in Clause 2 of the Agreement, and hereinafter referred to as the "Services").

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AND WHEREAS the Planner has represented and warranted to the Business that it possesses sufficient experience, expertise, and necessary infrastructure required for providing the Services to the Business, and based on the representations of the Planner, the Business has accepted the Services of the Planner.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. APPOINTMENT

The Business hereby appoints the Planner for providing the Services to the Business with respect to the Event to take place on [insert date] from [insert time] to [insert time].

2. SERVICES

(1) The Planner shall be responsible for providing the following Services to the Business:

- i. E-mail confirmation reserving the date, time and location of the Event at least [insert number] months prior to the Event.
- ii. Review of all vendor contracts, and confirmation of vendor services [insert number] weeks prior to the day of the Event.
- iii. Arrangement and supervision of catering services.
- iv. Assistance in development of food menu for the Event day.
- v. Arrangement and supervision of food supply for the Event.
- vi. Assistance in development of the Event day(s) itinerary.
- vii. Personal management of the Event day itinerary, vendors etc.

(2) The Planner will be responsible for planning, organization and management of all details necessary for the performance of the Services under this Agreement, including but not limited to the event site, negotiating any leases or services to be provided by any contractor, vendor or other service provider.

(3) The Planner shall provide such other services to the Business that the Business may reasonably require, and which may be incidental to the Planner's providing Services to the Business under the Agreement.

3. SERVICE FEES

(1) In consideration of the Services rendered by the Planner, the Business shall pay to the Planner Rs. _____/- (Rupees _____) (insert amount) (hereinafter referred to as the "Service Fees").

(2) Of the Service Fees, the Business shall pay to the Planner Rs. _____/- (Rupees _____) (insert amount) as advance (hereinafter referred to as the "Advance") on the date of signing of this Agreement. The remaining amount shall be paid by the Business to the Planner within [insert number] days of the Planner providing an invoice to the Business following the conclusion of the

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Event.

- (3) The Service Fees shall be exclusive of any and all charges and amount incurred by the Planner in arranging and providing for the Services. The Business understands that it shall be responsible for the payments for vendor products and services in full according to the schedule agreed upon between the Planner and the vendors etc.

4. RESPONSIBILITIES OF THE BUSINESS

- (1) Once decided, the Business shall not change the date, time or location of the Event without first contacting and advising the Planner of said change so as to determine if the Planner would be available to provide the Services.
- (2) If the Business does change the date or time of the scheduled Event, and the Planner is unavailable to provide the Services on the new date or time, then the Planner is released from all its obligations under the Agreement, and shall in no way be held responsible or liable in any manner whatsoever for non-performance.
- (3) The Business agrees to use the Planner's name, logo or trademark to provide recognition of the Planner as the planner/manager of the Event.

5. RESPONSIBILITIES OF THE PLANNER

- (1) The Planner shall arrive at the Event location at least [insert number] hours prior to the start time of the Event to meet the vendors, and to supervise all the arrangements on the spot.
- (2) The Planner agrees to use the Business' name, logo or trademark in any material used by the Planner in promotion of the Event, including but not limited to any public announcements in newspaper, magazines, billboards, tickets or television or radio announcements etc. the Planner agrees to only use the Business' name, logo or trademark in connection with the Event, and for no other purpose of purposes without the prior written consent of the Business.
- (3) The Planner is solely responsible of providing suitable back up or alternate means in case of failure of existing resources, without any loss of time.

6. NON ASSIGNABILITY

The Planner shall not be entitled to assign its rights and obligations under this Agreement or claims against the Business, without the permission of the Business.

7. TERMINATION

The Business shall be entitled to terminate this Agreement by giving [insert number] days prior written notice to the Planner. In case the Business terminates the Agreement due to any reason other than the default of the Planner, the Planner shall

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be entitled to retain the Advance given to the Planner by the Business at the time of signing of this Agreement. However, if the Business terminates this Agreement due to the Planner's default of any term of this Agreement, the Planner shall refund the Advance to the Business within [insert number] days of the receipt of the notice of termination.

8. INDEMNIFICATION

The Planner shall indemnify, defend and hold harmless the Business and its officers, employees and agents from and against all damages, losses and causes of action including without limitation damages to property or bodily injury, to the extent caused by: (a) its breach of any terms and conditions of this Agreement; or (b) its negligence or willful acts; or (c) its non-compliance of any applicable law, rule or regulation; or (d) its infringement of any right of any third party.

9. INDEPENDENT CONTRACTOR

Both the Business and the Planner agree that the Planner shall act as an independent contractor in the performance of its duties under this Agreement, and nothing contained herein shall constitute an agency or partnership between the Planner and the Business. Accordingly, the Planner shall be responsible for payment of all taxes arising out of the Planner's activities in accordance with this Agreement.

10. CONFIDENTIAL INFORMATION

The Planner hereby acknowledges that during the performance of Services under this Agreement, the Planner may learn or receive confidential Business information and, therefore, the Planner hereby confirms that all such information relating to the Business shall be kept confidential by the Planner, except to the extent that such information is required to be divulged to the Planner's clerical or support staff or agents in order to enable the Planner to perform its obligations under the Agreement.

11. AMENDMENTS

- (1) All operating instructions given in future by the Business to the Planner and duly accepted by the Planner in writing shall constitute part of this Agreement. Also, any variation to the basic terms and conditions of this Agreement shall be binding only if made in writing and signed by both the Parties.
- (2) This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

12. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [place].

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13.FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

14.NON WAIVER

The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.

15.JURISDICTION

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at [place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

**For and on behalf of
The Business**

**For and on behalf of
The Planner**

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WITNESS NO. 1

Signature: _____

Name: _____

Designation: _____

Date: _____

WITNESS NO. 2

Signature: _____

Name: _____

Designation: _____

Date: _____