

WEDDING PLANNING AGREEMENT

This Wedding Planner Agreement (the "Agreement") is made effective as of August 24, 2016 (the "Effective Date"), by and between Shannon Dukowitz ("Shannon Dukowitz") and , (collectively the "Host").

Under this Agreement, the Host desire to hire Shannon Dukowitz as a professional wedding consultant for the wedding scheduled on .

1. DESCRIPTION OF SERVICES. Beginning on August 24, 2016, Shannon Dukowitz will provide to the host the following wedding planning services (collectively, the "Services"):

Reserving and confirming a venue, confirming and securing additional professional services such as catering, music, photography, floral arrangements, and venue.

2. PERFORMANCE OF SERVICES.

- a. The manner in which the Services are to be performed and the specific hours to be worked by Shannon Dukowitz shall be determined by the Host. The Host will rely on Shannon Dukowitz to work as many hours as may be reasonably necessary to fulfill Shannon Dukowitz's obligation under this Agreement.
- b. The Host shall not change the date, time or location of the wedding ceremony without first contacting and advising Shannon Dukowitz of said changes so as to determine if Shannon Dukowitz is still available to provide services. If the Host does change the date, time or location of the scheduled wedding ceremony, and Shannon Dukowitz is unavailable to provide services, then Shannon Dukowitz is released from all contract obligations, and shall in no way be held responsible or liable in any manner whatsoever for non-performance. The Host also forfeit Shannon Dukowitz's fee for non-compliance with this Agreement.
- c. The Host fully understands and agrees that Shannon Dukowitz shall not be responsible or held liable in the event Shannon Dukowitz is prohibited from providing wedding services due to illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as hurricanes or inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the wedding. Shannon Dukowitz will make every attempt to notify the host and to provide for a substitute Wedding Consultant who can provide services if time and resources permit. In any event, Shannon Dukowitz shall NOT be held liable for any compensation or any damages (including punitive) due to non-performance of any services resulting from such incapacitations, non-arrival, errors and/or omissions of any type.

3. PAYMENT. As full compensation for the Services provided by Shannon Dukowitz, the Host agree to pay Shannon Dukowitz a total sum of \$\$\$\$. This fee shall be payable in a lump sum upon completion of the Services. The Host understand that they are responsible for paying for vendor

products and services in full. The Host accept responsibility for purchasing items needed for the wedding and reception. If the Host request any special provisions or services from Shannon Dukowitz, these details shall be submitted in writing no later than three weeks prior to the wedding date. The details and fee structure will then be noted in an addendum to this Agreement.

4. DEPOSIT. At the time of signing the Agreement, the Host shall pay a non-refundable deposit or retainer fee in the amount of \$500.00 to Shannon Dukowitz for the Services. The deposit will be subtracted from the total payment owed by the Host upon completion of the Services.

5. EXPENSE REIMBURSEMENT. All expenses incurred by Shannon Dukowitz during the performance of this Agreement shall be the sole responsibility of Shannon Dukowitz; provided, however, those expenses already agreed upon by both parties to be the responsibility of the Host. If other expenses arise during Shannon Dukowitz's performance of this Agreement, Shannon Dukowitz shall obtain prior consent of the Host before Shannon Dukowitz can be reimbursed.

6. TERM. The Host and Shannon Dukowitz agree that this Agreement shall commence on the above date and terminate on.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Shannon Dukowitz is an independent contractor with respect to the host, and not an employee of the Host. The Host will not provide fringe benefits, including health insurance benefit, paid vacation or any other employee benefit, for the benefit of Shannon Dukowitz.

8. ASSIGNMENT. Shannon Dukowitz's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Host.

9. RETURN OF RECORDS. Upon termination of this Agreement, Shannon Dukowitz shall deliver all records, notes, data, memoranda, models, and equipment of any nature that is in Shannon Dukowitz's possession or under Shannon Dukowitz's control and that are the property of the Host.

10. WARRANTY. Shannon Dukowitz shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Shannon Dukowitz's industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Shannon Dukowitz on similar projects.

11. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

12. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the

continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Alaska.

19. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. SIGNATURES. This Agreement shall be signed by , and by the Shannon Dukowitz.

The Host

By: _____

Wedding Planner:

By: _____

Shannon Dukowitz

Title: _____