

WEDFORMZ, LLC

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**THIS DOCUMENT IS A TEMPLATE AND
CANNOT TAKE THE PLACE OF LEGAL
ADVICE PROVIDED TO YOU BY LOCAL
COUNSEL.**

**YOU ARE STONGLY ENCOURAGED TO
SEEK OUT AN ATTORNEY IN YOUR AREA
BEFORE USING THIS TEMPLATE.**

WEDFORMZ, LLC

GUIDE TO AMENDMENT TO EVENT SERVICES CONTRACT DUE TO COVID-19

I. GUIDE SUMMARY

What is this template?

The Amendment to Event Services Contract Due to COVID-19 outlines both parties' basic rights and obligations moving forward in rescheduling the event.

When should I use this template?

This template may be used when:

- (a) You and the client had a signed, written contract for an event that cannot go forward as scheduled due to Covid-19; and
- (b) You and the client have been successful in finding a new date for the event, but are anticipating that costs, payment terms, or services may be different moving forward.

II. DISCLAIMER (PLEASE READ)

WedFormz, LLC is not a law firm. The information contained in this Guide is general legal information and should not be construed as legal advice to be applied to any specific factual situation. No template, like the one enclosed, can meet all legal needs for every jurisdiction. You should not rely on the enclosed template without first consulting an attorney in your area.

The information in this Guide and the enclosed template are provided "As is," without any warranty as to the quality, accuracy, timeliness, or fitness for any purpose. Neither WedFormz, LLC, or its employees, owners, or agents, shall be liable for any damages of any kind arising out of the use, or the inability to use, either this Guide or the enclosed template.

The use of the enclosed template does not constitute an attorney-client relationship between you and WedFormz, LLC, its employees, owners, or agents. WedFormz, LLC cannot and does not provide legal advice, opinions, explanations, recommendations, or strategies with regard to the enclosed contract template.

III. USING THE CONTRACT AMENDMENT TEMPLATE

This template is meant to be modified to fit your particular business needs. As such, please think of the document as the framework of a house. No two people will build the same house. Some folks like modern homes. Some folks like rustic cabins. You are free to add or subtract items as you see fit. For example, you may wish to alter the amount of days you have to issue a refund in the case of a force majeure event (and you are unable to reschedule).

Please keep in mind that you are STRONGLY ENCOURAGED to consult an attorney in your area prior to using this contract template, whether modified by you or not.

Sometimes you will be prompted to ‘**write in**’ information such as your business name, the State and County in which your business operates, or costs for extra services. Make sure you fill in all the blanks with the requested information.

Sometimes you will be prompted to ‘**write in**’ a timeframe [“____ days”]. Select the amount of days that is suitable for you.

FEEL FREE TO MAKE ANY CHANGES TO FONT, LAYOUT, ETC. Put in your logo, make the thing purple, or whatever.

IV. TERMS

Introduction and Recitals: The introductory paragraphs introduce the type of document and the parties involved. The “WHEREAS” and “NOW THEREFORE” portion is called the “recitals.” This helps provide a frame of reference for the purpose of the document.

In this instance, the parties are agreeing that there is an original contract that cannot go forward because of Covid-19. Both parties intend to be bound by the original agreement, except to the extent that you both agree to make changes, like the date (duh) or amended services (more on that later).

1. **Service Contract.** Lays out that the Parties are agreeing to move forward with the original agreement, with the exception of any changes you place in Section 2.
2. **Amended Terms.** Input the new date, as well as ANY CHANGES TO COST, PRICE, EXPENSES, OR THE SERVICES. For example, will you incur more expenses that get passed on to the client? Are you going to be offering fewer assistants, or flowers, or room, etc? MAKE SURE EVERYTHING THAT IS DIFFERENT FROM THE ORIGINAL CONTRACT IS PLACED IN THIS SECTION.
3. **Release.** Provides that the Parties shall not be liable to one another on account of the event having been postponed the first time.
4. **Force Majeure.** Sets forth what happens in case an unforeseen event (like Covid-19!) prevents performance AGAIN. **Input the City and County** in which the Rescheduled Event is to take place. Covid-19 is going to be a real concern in the months that follow, so pandemic is addressed at length.

“Pandemic” is defined so that the Parties do not fight about it later. As with any other portion of this template, feel free to alter this language as you see fit.

Still, the Parties are always able to mutually agree to other definitions. In other words, as long as you and the client both agree, you generally can do what you want.

5. **Rescheduling Due to Force Majeure.** Sets forth what happens when the Parties are unable to reschedule the Rescheduled Event in the case of a force majeure event. The Parties must make reasonable efforts to reschedule! **SELECT ONLY ONE OPTION.**
 - **Option 1:** Client is to purchase wedding insurance and you are to keep all monies in the case of force majeure event. **YOU ARE STONGLY ENCOURAGED TO HAVE LOCAL COUNSEL REVIEW.**
 - **Option 2:** You return all monies paid to you minus your reasonable expenses.
 - **Option 3:** You return all monies paid.

Signature Line. Write in your business name in this section. You may wish to use your business entity's name as it appears on its certificate of registration or articles of organization/incorporation, if applicable. For example, "Fancy Pants Photography, LLC." For the sake of brevity, in the remainder of the contract, your business is referred to as "Vendor."

A Company representative's signature goes on the top line. That same person's printed name then goes on the 'By' line. The Company representative's position (ex. "Owner," "Manager," "President," "Supreme Commander," etc.) goes on the 'Title' line.

Date. Both Parties should sign and date the document.

TEMPLATE STARTS ON NEXT PAGE

**AMENDMENT TO EVENT SERVICES CONTRACT
DUE TO COVID-19**

This **Amendment to Event Services Contract Due to COVID-19** (the “Amendment”) is made and shall be effective as of the date indicated below, by and between the undersigned event professional (the “Vendor”) and client (the “Client”), hereinafter together referred to as the “Parties” or as “Party.”

WHEREAS, the Parties entered into a service contract (the “Service Contract”) in which Vendor agreed to provide event-related services at the Client’s event (the “Original Event”);

WHEREAS, the Parties mutually agree that the Original Event cannot or may not take place on the scheduled date due to circumstances surrounding the COVID-19 pandemic;

WHEREAS, the Parties desire to reschedule the event (the “Rescheduled Event”) and, except as set forth below, intend to remain bound to the terms of the Service Contract;

NOW THEREFORE, in consideration of these promises and the mutual promises contained herein, the Parties agree as follows:

1. **Service Contract.** The terms of this Amendment shall supersede any conflicting terms in the Service Contract. Otherwise, the Parties agree to remain bound to all terms contained in the Service Contract.

2. **Amended Terms.:**

DATE OF RESCHEDULED EVENT: _____

AMENDED PRICE: _____

AMENDED EXPENSES/COSTS: _____

AMENDED SERVICES FOR RESCHEDULED EVENT: _____

MISC. _____

3. **Release.** The Parties hereby fully and forever release and discharge one another from any claims for damages arising from breach of contract due to the postponement of the Original Event.

4. **Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation under the Service Contract due to unforeseen circumstances or causes beyond that Party’s reasonable control, including acts of God, pandemic situation, war, riot, acts of civil/military authorities, fire, floods, or labor strikes.

Unless mutually agreed to by the Parties, the term “pandemic situation” shall mean all of the following: If Federal, State, or Local government of [CITY & COUNTY OF EVENT], due to Covid-19 or any other infectious disease, issues any law, ordinance, or similar proclamation within sixty (60) days of the Rescheduled Event (regardless of the expiration date of such law, ordinance, or proclamation) (a) requiring physical distancing, personal protective equipment, or otherwise limiting interactions at public or private gatherings or (b) limiting any gatherings to 100 persons, or if Federal, State, or Local government of the Client’s residence issues any law, ordinance, or similar proclamation within sixty (60) days of the Event (regardless of the expiration date of such law, ordinance, or proclamation) that prohibits Client's travel to Event location.

Should the Event be cancelled due to any force majeure event, the Parties shall make reasonable efforts to reschedule within one year of the cancelled Event. Any monies previously paid shall be retained by Vendor for the new date.

5. Rescheduling Due to Force Majeure. Parties are to select one of the following:

_____ Client agrees to purchase wedding insurance with a ‘cancellation policy’ covering losses arising from force majeure events. Client assumes risk of loss due to cancellation in case of force majeure event, and should the Parties be unable to rebook the Rescheduled Event within one year, Vendor reserves the right to keep all monies previously paid, or to the fullest extent of the law.

_____ Should the Parties be unable to rebook the Rescheduled Event within one year, Vendor agrees to refund monies previously paid minus out-of-pocket expenses incurred. Refunds shall be paid to Client within ninety (90) days of Parties mutual agreement that the Rescheduled Event cannot be reasonably rebooked within one year. Vendor may not unreasonably delay refund of monies.

_____ Should the Parties be unable to rebook the Rescheduled Event within one year, Vendor agrees to refund ALL monies previously paid. Refunds shall be paid to Client within ninety (90) days of Parties mutual agreement that the Rescheduled Event cannot be reasonably rebooked within one year. Vendor may not unreasonably delay refund of monies.

<p>[VENDOR]</p> <p>By: _____ Title: _____</p>	<p>CLIENT(s)</p> <p>_____</p>
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