**Service Agreement between**

**Paradus Event© and Client**

The following terminology applies to this Terms and Conditions, Privacy Statement and Disclaimer Notice, and any or all Agreements: “Client”, “Customer”, “You” and ““Your” refers to you and accepting Paradus Event Terms and Conditions.  “The Hire Company”, “Ourselves”, “We” and “Us”, refers to Paradus Event.  “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves.  Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**Services**

The Parties acknowledge that their obligations pursuant to this Agreement serve as good and valuable consideration for this Agreement. Event Planner Lana Jurica provide the following duties for the Client. The service will be solely performed by Event Planner Lana Jurica and no one else.

**Location and Delivery**

We can accommodate both outdoor and indoor picnic locations! we will do our best to accommodate your location request. We can offer to you several local parks for your event from our list also. Package prices for “Full service” picnics include delivery within 20 miles in North Dallas area. Delivery to suburbs outside of this radius will incur additional delivery fees.

If a “Full service” picnic has been booked, parking within 50 meters of the picnic location must be available. Access must also be flat. Max distance from parking to picnic spot with additional staff is 100 meters.

**Setup and Breakdown**

All decorations, music, snacks, and drinks must be approved in advance with Paradus Event. In addition, it is the responsibility of Paradus Event to handle the setup and breakdown of the event. A trash bin will be provided for you.

**Equipment**

All Equipment supplied on hire is the property Paradus Event. Any damage, loss or extensive cleaning will result in a fee to The Customer. The persons hosting the event shall be responsible for any loss or damage to any items such as table, plates, goblets, ceramic bowls/plates, vases, props and other decorations. Fees will apply for replacement at the full cost of purchasing a replacement. These fees are payable within seven days of such loss or damage unless agreed otherwise. The Customer shall pay for all equipment damage or loss however caused during that period. Damage includes but is not limited to:

* Improper use of equipment
* Disappearance of the equipment
* Damage to, or loss of, the equipment from any unknown cause
* Cigarette burns on any furniture or décor items. Smoking is not permitted
* Red wine or other staining product spillages or stains on any furniture or décor items.

Hire of equipment for a specified event date will not be confirmed until a 50% non-refundable booking fee has been paid and a signed and completed booking form returned Paradus Event. Equipment will not be released to the Client until full payment has been received. Until the booking fee has been received, the hire company reserves the right to liaise with other clients for the same event date and equipment. Please check before making a paying the booking fee to ensure the desired event date is still available. By paying a booking fee and returning the signed booking form, the client understands and agrees to the Terms & Conditions of hire.

**Alcohol and Drink Service**

All beverages and drinks must be purchased by Paradus Event. We do not provide alcohol. Paradus Event will provide bar service and table side service if it is needed. You can bring alcohol with you. It is the responsibility of the customer to check alcohol laws of any venue or public space being used for our pop-up picnics. Most public parks are prohibited from drinking alcohol and a fine can be issued.  Paradus Event takes no responsibility for any alcohol consumption or penalties. No one under the age of 21 will be permitted to consume any alcoholic beverages of any kind. Paradus Events reserves the right to I.D. anyone and refuse service to anyone they feel is intoxicated. Any beverage not pre-authorized will be confiscated.

 **Image release**

If photographs of Your Picnic Package have been taken and shared either on social media or with Us, Paradus Event reserves the right to use such photographs in i promotional materials.

**Payment**

A non-refundable booking fee of 50% is required to book the date of the event. The final balance is due 2 day prior to the day of the event and is non-refundable. The amount for the services of the Event planner not including taxes and tips. Payments must be made by PayPal, cash or Zelle. We except cash as the tips. By making full payment the client understands and agrees to the terms and conditions of the Hire Company. Guest numbers may be increased at any time up until 14 days out from the agreed date of collection/delivery (subject to equipment availability). Numbers may be reduced by 10% only once the booking fee has been paid, and up until 14 days out from the agreed date of collection/delivery. Reductions greater than 10% after the booking fee has been paid will result in 50% of the price of the reduced stock being charged as other bookings will have been turned away to hold this stock.

 **Cancelation policy**

If you need to reschedule your picnic due to weather or other unforeseen circumstances, we can apply your funds to another date within the calendar year. We do require 24 hours’ notice upon rescheduling due to weather.

In a non-weather-related rescheduling, you must reschedule for a new date within 72 hours of your picnic, otherwise a penalty fee of $150 must be paid.

If you need to cancel entirely, Hire Company reserves the right to retain half of the amount of the total picnic price at checkout. If you book a picnic, and do not show up, Paradus Event reserves the right to retain the entire amount of the total picnic price at checkout.

Please note that if the distance to the new location is significantly further from our base than the original location, additional travel fees may be incurred. There are no cancellation charges for rescheduling your picnic. You have up to 6 months to reschedule

In the unfortunate event that your event is cancelled, please contact with us as soon as possible.

**Late Policy and Fees**

A late fee will be charged if users are late more than 10 minutes after the scheduled start time. If guests do not show up within 30 minutes of the scheduled start time, Paradus Event team will start clean up and no refunds will be processed. Guests who are between 11-30 minutes late are subject to a $20 late fee.

In the event that I am more than 10 minutes late after the scheduled start time, I acknowledge and agree to pay Paradus Event’s late fees.

**Liability**

Paradus Event shall in no way be held responsible or accountable for any damage, injury, illness, death or loss of income caused to the Client, any third parties or properties due to the hire of equipment or provided services by the Hire Company. All equipment is hired and is the responsibility of the Client until returned to the hire company.

**Force Majeure**

If Paradus Event is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation acts of God, inclement weather, strikes, lockouts, bushfires, fires, floods, traffic accidents, riots, pandemics, civil commotion or unrest, acts of government, interference by civil or military authorities, terrorist attacks or act of war) Paradus Event may give written notice to that effect to the Client, giving full particulars of such force majeure in which case the obligations of the Hire Company under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. Paradus Event shall not be liable for any loss or damage suffered by the Client as a result of any delays caused by such force majeure events, nor will the Hirer be liable for loss or damage suffered by the Client in the event of the Client cancelling or postponing due to a force majeure event.

**Term**

The term of this Agreement is 6 months from the Effective Date, unless terminated earlier for other reasons available in this Agreement.

**Termination**

**a.**If either Party wants to terminate the Agreement before the termination date, they must provide the other Party 7 days

**b.**This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

**Relationship of the Parties**

**a.  No Exclusivity.**The Parties understand that this Agreement is not an exclusive arrangement (i.e. – the Parties aren’t “going steady”). The Parties agree that they are free to enter into other similar agreements with other parties.

**b.  Independent Contractors.**The Parties to this Agreement are independent contractors which means there are no strings attached. Neither Party is an agent, representative, partner, or employee of the other Party.

**Waiver**

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties.  If any provision, right, or obligation is waived, it’s only waived to the extent agreed to in writing.

**Amendments**

This Agreement may be modified as needed.  To make a modification, the Parties have to agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

**Assignment**

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

**Dispute Resolution**

**a.  Negotiation.** We want to work this out.  In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

**b.  Mediation/Arbitration.** If talking it over doesn’t go well, either Party may initiate mediation or binding arbitration in the State of Texas.

**c.  Litigation and Choice of Law.** We hate fighting, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of Texas, regardless of any conflict of law issues that may arise.  The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of Texas.

**d.  Attorney’s Fees.** The prevailing party, also known as the winner, will be able to recover its attorney’s fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

**Entire Agreement**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally).  This Agreement supersedes any other written or verbal communications between the Parties.

**Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.