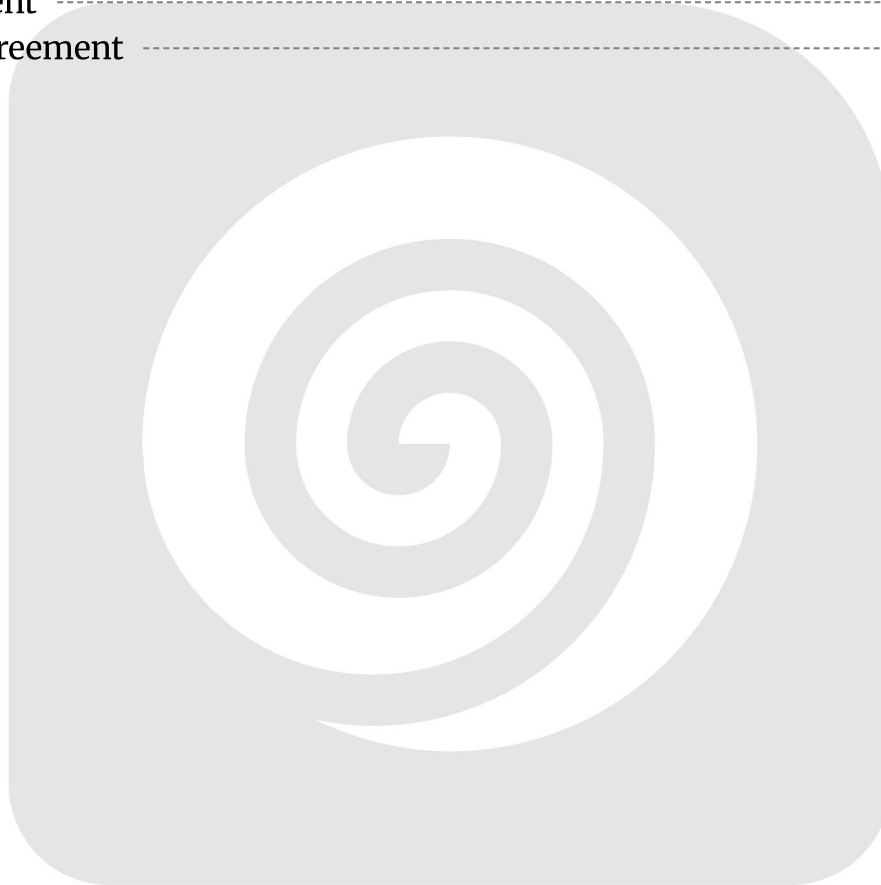


Table of Contents

Introduction and Parties	3
Parties Involved	3
Scope of Services	3
Event Management Services	3
Scope Limitations	4
Changes to Scope	4
Payment Terms and Schedule	4
Deposit and Cancellation	5
Roles and Responsibilities	5
DocuPal Demo, LLC Responsibilities	5
Acme, Inc Responsibilities	5
Timeline and Milestones	5
Key Dates and Deliverables	5
Milestone Approvals	6
Timeline Progression	6
Liabilities and Insurance	6
Liability for Damages	6
Indemnification	7
Insurance Requirements	7
Claims	7
Cancellation and Termination	7
Cancellation	7
Termination	8
Confidentiality and Non-Disclosure	8
Definition of Confidential Information	8
Obligations	8
Exclusions	8
Term	9
Dispute Resolution	9
Mediation	9
Governing Law and Jurisdiction	9
Vendor and Third-Party Coordination	9
Vendor Selection and Management	9



Liability for Third-Party Actions	10
Vendor Dispute Resolution	10
Force Majeure	10
Definition	10
Notification	10
Impact on Obligations	11
Miscellaneous Provisions	11
Amendments	11
Notices	11
Assignment	11
Entire Agreement	11



Introduction and Parties

This Event Management Agreement (the "Agreement") is made and effective as of January 25, 2024. The purpose of this Agreement is to set forth the terms and conditions under which DocuPal Demo, LLC will provide event management services to Acme Inc for the specified event. This document clarifies the responsibilities, obligations, and rights of both parties, ensuring a clear understanding of the agreed-upon services and expectations.

Parties Involved

This Agreement is entered into by and between the following parties:

- **DocuPal Demo, LLC**, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Event Manager").
- **Acme Inc ("ACME-1")**, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Scope of Services

DocuPal Demo, LLC will provide comprehensive event management services to ACME-1 as described below. These services encompass all stages of event planning, coordination, and execution.

Event Management Services

DocuPal Demo, LLC will handle the following:

- **Event Planning:** We will collaborate with ACME-1 to define event goals, target audience, budget, and desired outcomes. This includes creating a detailed event plan with timelines and milestones.
- **Vendor Selection:** We will identify, evaluate, and select qualified vendors such as caterers, venues, entertainment, and transportation providers. We will manage vendor negotiations and contracts on behalf of ACME-1.



- **On-Site Management:** We will provide on-site management during the event to ensure smooth execution, including registration, logistics, vendor coordination, and attendee support.
- **Budget Management:** We will develop and manage the event budget, track expenses, and provide regular budget updates to ACME-1.
- **Post-Event Analysis:** We will conduct a post-event analysis to evaluate the event's success against its goals. This includes gathering feedback from attendees, vendors, and ACME-1 personnel and providing a comprehensive report.

Scope Limitations

DocuPal Demo, LLC is not responsible for failures or delays caused by acts of God, natural disasters, or other circumstances beyond its reasonable control.

Changes to Scope

Any changes to the scope of services must be documented in writing and approved by both DocuPal Demo, LLC and ACME-1. These changes may be subject to additional fees, which will be agreed upon in advance.

Payment Terms and Schedule

ACME-1 will pay DocuPal Demo, LLC a total fee of \$10,000. This fee covers the event management services as described in this Agreement. Payments will be made in three installments, according to the following schedule:

- **Initial Deposit:** \$2,500 due upon signing this Agreement.
- **Second Payment:** \$5,000 due one month prior to the event date.
- **Final Payment:** \$2,500 due upon completion of the event.

Deposit and Cancellation

The initial payment of \$2,500 serves as a deposit to secure DocuPal Demo, LLC's services. If ACME-1 cancels the event more than 60 days before the scheduled event date, DocuPal Demo, LLC will refund the deposit, minus a \$500 administrative fee. If ACME-1 cancels the event within 60 days of the scheduled event date, the deposit is non-refundable.



Roles and Responsibilities

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC, as the Event Manager, will manage all aspects of event planning. This includes coordinating with vendors to ensure they meet required standards and adhere to the event plan. We will also oversee the event budget, ensuring it aligns with the agreed-upon terms. Our team will work to guarantee the smooth execution of the event from start to finish.

Acme, Inc Responsibilities

Acme Inc (ACME-1) will provide all necessary information and approvals needed for event planning. ACME-1 is responsible for adhering to the agreed-upon budget and scope of the event. Timely responses and decisions are essential for successful event execution.

Timeline and Milestones

DocuPal Demo, LLC will manage the event according to the following timeline. ACME-1 acknowledges that these dates are subject to change with mutual written consent. We will communicate any delays immediately, along with proposed solutions and revised timelines.

Key Dates and Deliverables

Task	Due Date	Responsible Party	Approval Required
Vendor Selection	[Calculate: Today + 30 days] 2025-09-08	DocuPal Demo, LLC	Yes
Budget Allocation	[Calculate: Today + 45 days] 2025-09-23	DocuPal Demo, LLC	Yes
Final Vendor Contracts	2024-02-15	DocuPal Demo, LLC	No
Event Program	[Calculate: Today + 60 days] 2025-10-08	DocuPal Demo, LLC	Yes



Task	Due Date	Responsible Party	Approval Required
Final Guest List	2024-03-01	ACME-1	No
Event Date	2024-04-15	N/A	N/A

Milestone Approvals

ACME-1's approval is required for the following milestones to ensure alignment and progress:

- Vendor Selection: ACME-1 must approve the selected vendors before contracts are finalized.
- Budget Allocation: ACME-1 must approve the allocated budget to ensure financial alignment.
- Event Program: ACME-1 must approve the event program to ensure it meets expectations.

Timeline Progression

The following chart illustrates the timeline progression of key event milestones.

Liabilities and Insurance

Liability for Damages

Acme Inc is responsible for any property damage or personal injury caused by its employees or guests during the event. DocuPal Demo, LLC is liable for property damage or personal injury caused by its own employees during the event.

Indemnification

Acme Inc agrees to indemnify and hold harmless DocuPal Demo, LLC, its officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or relating to the event, except to the extent caused by the negligence or willful misconduct of DocuPal Demo, LLC. DocuPal Demo, LLC agrees to indemnify and hold harmless Acme Inc, its officers, employees, and agents from and against any and all claims,



losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or relating to the event, to the extent caused by the negligence or willful misconduct of DocuPal Demo, LLC.

Insurance Requirements

DocuPal Demo, LLC will maintain professional liability insurance with adequate coverage to meet its obligations under this Agreement.

Claims

All claims related to this Agreement must be submitted in writing to the other party within 30 days following the date of the event.

Cancellation and Termination

Cancellation

ACME-1 may cancel this Agreement by providing Docupal Demo, LLC with written notice at least 60 days prior to the event date.

Cancellation Fees

If ACME-1 cancels this agreement, cancellation fees will be applied as described in clause 9.

Termination

This Agreement may be terminated by either party if the other party breaches any material term or condition of this Agreement, and such breach remains uncured for thirty (30) days after written notice is provided to the breaching party. This Agreement may also be terminated with immediate effect by either party in the event of a Force Majeure event that prevents the performance of obligations under this Agreement for more than sixty (60) days.



Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, both parties may have access to confidential information belonging to the other party. This information may include, but is not limited to, client data, financial records, and proprietary business strategies. Both parties agree to treat all such information as strictly confidential.

Definition of Confidential Information

Confidential Information includes any data or information that is competitively sensitive and not generally available to the public. It was disclosed or accessed as a result of this Agreement.

Obligations

Both DocuPal Demo, LLC and ACME-1 agree to protect this Confidential Information. Each party will use at least the same degree of care to prevent unauthorized use or disclosure as it uses with its own similar confidential information, but no less than a reasonable degree of care.

Exclusions

The obligations of confidentiality will not apply to information that is:

- Publicly available at the time of disclosure or becomes publicly available.
- Required to be disclosed by law or legal process.

Term

The confidentiality obligations outlined in this section will continue for a period of three (3) years following the termination of this Agreement.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Agreement through good faith negotiation. Both parties will first attempt to resolve any disagreement informally.



Mediation

If negotiation fails, both parties agree to attempt to settle the dispute by mediation. The mediation will take place in [State/Country], unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs associated with the mediation. The parties will equally share the fees and expenses of the mediator.

Governing Law and Jurisdiction

The laws of [State/Country] govern this Agreement. Any legal action arising from this Agreement will be subject to the jurisdiction of the courts of [State/Country].

Vendor and Third-Party Coordination

Vendor Selection and Management

DocuPal Demo, LLC will select and manage all vendors, suppliers, and subcontractors necessary for the successful execution of the event. This includes, but is not limited to, negotiating contracts, coordinating logistics, and ensuring quality of service. ACME-1 will be consulted during the vendor selection process, providing input based on their preferences and requirements where appropriate.

Liability for Third-Party Actions

Each party shall be responsible and liable for the actions of its own vendors, suppliers, and subcontractors, within legal and reasonable bounds. DocuPal Demo, LLC will exercise due diligence in selecting reputable and qualified vendors, but cannot be held liable for circumstances outside of its direct control.

Vendor Dispute Resolution

In the event of a dispute with a vendor, DocuPal Demo, LLC will act as a mediator to facilitate a resolution. We will work diligently to find an amicable solution that satisfies all parties involved. If a resolution cannot be reached through mediation, standard legal avenues may be pursued as necessary.



Force Majeure

DocuPal Demo, LLC and ACME-1 will not be liable for any failure or delay in performance of their obligations under this Agreement if such failure or delay is due to a Force Majeure Event.

Definition

A Force Majeure Event means events beyond the reasonable control of either party, including, but not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of terrorism
- Government regulations or restrictions
- Strikes or labor disputes
- Pandemics or epidemics
- War or civil unrest
- Other events beyond the reasonable control of either party

Notification

If a Force Majeure Event occurs, the affected party must notify the other party within 72 hours of the event. The notice should include details about the event and its expected duration.

Impact on Obligations

The obligations of both DocuPal Demo, LLC and ACME-1 will be suspended during the Force Majeure Event. If the event continues for more than 30 days, both parties will renegotiate the terms of this Agreement in good faith.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1.



Notices

All notices and other communications under this Agreement must be in writing and will be considered duly given when delivered via certified mail, return receipt requested, or by email with confirmation of receipt to the addresses specified in this Agreement.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempt to do so will be void.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the event management services described herein, superseding all prior or contemporaneous communications and proposals, whether oral or written.

