



EVENT AGREEMENT

THIS EVENT AGREEMENT (“**Agreement**”) is made on _____ by and between Oak and Smoke, LLC (“**Oak + Smoke**”), an Oklahoma limited liability company, and _____ (“**Client**”), an individual or company (Oak + Smoke and Client, together referred to as the “**Parties**”). The Parties desire to enter into this agreement governing Oak + Smoke’s attendance and provision of certain services (“**Services**”) at the _____ (the “**Event**”) on the terms and conditions contained herein and in the Scope of Services, attached hereto as **Exhibit “A,”** and as may be amended by the written agreement of the Parties from time to time.

1. **Engagement.** The Client hereby engages Oak + Smoke as an independent contractor to provide Services, as described in “Exhibit A.”

2. **Event Date and Description.**

- a. Event Date(s): _____
- b. Event Start Time: _____
- c. Event End Time: _____
- d. Event Address: _____

3. **Client Contact Information.**

- a. Full Name _____
- b. Phone Number: _____
- c. E-mail Address: _____
- d. Physical Address: _____

4. **Point of Contact Information (for Event).**

- a. Full Name _____
- b. Phone Number: _____
- c. E-mail Address: _____
- d. Physical Address: _____



5. **Payment.** The Parties Agree to the following Payment and Payment Terms.

- a. Total Fee for Services: _____
- b. Nonrefundable Deposit Due Upon Execution of this Agreement: _____
- c. Balance Due 30 Days Prior to the Event: _____

In the event that payment in full is not paid by thirty (30) days prior to the Event, Oak + Smoke reserves the right to terminate this contract, retain the Nonrefundable Deposit, and will no longer be held liable for providing further services to the Client under this Agreement.

6. **Change of Date or Event Location.** Oak + Smoke must be notified immediately of any changes in schedule or location and at least seven (7) days prior to the previously scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be in writing. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of a change of address or contact information as listed, the client must notify Oak + Smoke.

7. **Permissions.** The Client agrees to be solely responsible for obtaining all permissions from the Event location, venue, or other necessary third parties (including location management), for Oak + Smoke to perform Services described in Exhibit "A" at the Event.

8. **Cancellation or Postponement Policy.** If the Event is cancelled by the Client or otherwise, for any reason (prior to 30 days before the event), Oak + Smoke retains the right to keep the nonrefundable deposit. If the Event is cancelled by the Client or otherwise, for any reason (within 30 days before the event), Oak + Smoke retains the right to keep all funds contributed to the event as the Parties acknowledge and agree that a cancellation within thirty (30) days of an Event would make it difficult, if not impossible, for Oak + Smoke to further book on the scheduled date. Any Event cancellation must be provided to Oak + Smoke in writing.

9. **Unforeseen Circumstances.** If Oak + Smoke cannot perform this Agreement due to unforeseen circumstances, including, but not limited to a fire, casualty, strike or other civil disturbance, Acts of God, road closures, severe traffic, fire, terrorism, or other causes beyond the control of the Parties, or due to illness, Oak + Smoke shall be return any monies paid by the Client, other than the Nonrefundable Deposit, but shall have no further liability to the Client whatsoever.

10. **Limitation of Liability.** Oak + Smoke shall not be held responsible for any injuries inflicted upon the Client or any guest in attendance at the Event. The Client shall be responsible for all Event guests and shall release Oak + Smoke from any claims arising out of the Event or Services provided as described herein.



11. **Additional Fees.** Events outside of a fifty (50) mile radius of Tulsa, OK will require an additional \$100.00 payment, unless discussed prior to the Event and otherwise agreed upon in writing by the Parties. If Oak + Smoke is required to stay beyond the agreed upon time of the Event, for any reason, Oak + Smoke will charge the Client \$300/hour for each overtime hour.

12. **Indemnification.** Client agrees to hold harmless and indemnify Oak + Smoke, and their respective directors, officers, employees, agents, and members, from any and all liability arising out of this Agreement or in relation to the Event.

13. **Exclusivity.** Oak + Smoke shall be the sole and exclusive cigar-related vendor at the Event, for the entirety of the event.

14. **Severability.** Should any portion of this Agreement be determined to be unlawful or unenforceable by a court of competent jurisdiction, that portion of the Agreement declared invalid shall be null and void; however, the rest of the Agreement shall remain in full force and effect.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Oklahoma.

17. **Entire Agreement.** This Agreement contains the entire understanding between Oak + Smoke and the Client.



The Parties hereto agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT

By: _____

Date: _____

OAK + SMOKE

By: _____

Date: _____



Exhibit A