EVENT MANAGEMENT AGREEMENT

This Event Management Agreement (this “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 202\_\_ (the “Effective Date”), by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “HBA”), and St. Corix Valley Home Builders Association (“St. Croix”).

RECITALS

A. HBA desires to host a Build My Future event that includes [INSERT A DETAILED DESCRIPTION OF THE EVENT] (the “Event”).

B. HBA desires to contract with St. Croix for its services concerning the management of the Event, and St. Croix is qualified to provide and perform such services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, HBA and St. Croix in consideration of the mutual covenants, terms and conditions herein set forth agree as follows:

AGREEMENT

1. Engagement. Subject to the terms and conditions of this Agreement, HBA hereby engages St. Croix as an independent contractor for the management of the 202\_\_ Event.

2. Scope of Services. St. Croix shall provide all of the appropriate staffing, and materials, equipment and supplies as needed to manage the Event. In addition, St. Croix will provide the following event management services (the “Services”):

A. Planning;

B. Marketing and Promotion;

C. Volunteer recruitment and supervision;

D. Procurement of funds, supplies and equipment;

E. Hire and oversee vendors, entertainers and other needed staff and service providers;

F. Event day management; and

G. CoordinatIon and cooperation with HBA staff.

3. Compensation and Reimbursement.

 A. Payment. [insert terms of payment]

 B. Reimbursements. [insert terms of payment]

4. Independent Contractor. St. Croix shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with HBA. In the performance of the Services, St. Croix has the authority to control and direct the performance of the details of the Services. However, the results of the Services shall meet the approval of HBA and shall be subject to HBA's general rights of oversight to secure the satisfactory completion of the Services.

5. Liability. St. Croix agrees that it is solely responsible for and shall pay for any damages and costs whatsoever, including attorney fees, caused in whole or in part by St. Croix, its subcontractors, employees, or agents in performance of this agreement, to the extent that such liability is a result of neglect, reckless, or intentional acts or omissions of St. Croix, its subcontractors, employees or agents. St. Croix agrees to provide proof of appropriate insurance to the HBA upon request.Insurance. St. Croix shall, at its own expense, during the term of this Agreement, maintain a comprehensive general liability policy. The liability under such policy shall be a minimum of $2,00,000.00 per occurrence (combined single limit for bodily injury and property damage claims) or $2,000,000.00 per occurrence for bodily injury and $100,000.00 per occurrence for property damage. Liability coverage shall be provided on an “occurrence” not “claims” basis. The HBA shall be named as additional insured. St. Croix agrees to provide proof of insurance to the HBA upon request.

6. Indemnity. St. Croix agrees to indemnify, defend and hold harmless HBA, its officers, employees, elected and appointed officials, and representatives, free from all damages, and other amounts, including reasonable attorneys’ fees, due to or arising out of the Services to be performed pursuant to this Agreement, except damages, if any, due to the fault or negligence of HBA, or its officers, employees, elected and appointed officials, and representatives.

7. Jurisdiction, Venue, Choice of Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this agreementAgreement shall be brought in the Circuit Court of the County where the events that form the basis of the alleged claim occurred.

8. Compliance with Applicable Laws. St. Croix shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of St. Croix and its agents and employees.

9. Entire Agreement. The parties acknowledge and agree that this Agreement represents the entire agreement between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be approved and signed by all parties.

10. Term and Termination. This agreement shall become effective upon its complete execution by the parties and will end December 31, 202\_\_. It is the intent of the parties that the Event be an annual event, and this Agreement will automiatically terminate unless one of the Parties terminates it in writing prior to November 1 of each year.

11. Non-Compete. Subcontractor hereby agrees that during the course of this Agreement and for a period of sixty (60) months immediately following the expiration or earlier termination of this Agreement for any reason will not host an event similar to the Build My Future Event without the prior written consent of St. Croix.

12. Severability. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions shall not be affected and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by Wisconsin law

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