

## 2012 DISC JOCKEY CONTRACT

This event services agreement (the "Agreement") by and among Bellagala, Inc. (Bellagala), and Undersigned Responsible Party(ies) ("Clients" together with Bellagala, the "Parties") entered into this on the agreed upon date. WHEREAS, Clients wish to retain the services of Bellagala on the Clients' Event Day, and Bellagala is willing to make a ( disc jockey ) exclusively available to Clients on their Event Day for the agreed upon time as per this Agreement at the agreed upon Fee. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to terms and conditions listed on this contract and the Event Day Services as follows: **1. Disc Jockey Service:** The Parties agree that Bellagala, through a disc jockey, shall furnish the agreed upon hours of Disc Jockey Service on the Event Day (exclusive of travel time). The Parties agree that Bellagala will provide the set up and take down of a sound system and light system, and the provision of music for a designated amount of time ("Disc Jockey Service"). Unless otherwise noted/contracted (e.g.. ceremony audio), the start time is not to exceed one hour prior to the dinner start time, with music continuing until the event site closes or the Clients determine so. For Clients who contract a specific number of hours for a specific rate for Disc Jockey Service, the Clients will be entitled to only those hours. Should the situation change and the Clients find they require more time, the additional charge will be that of \$100 per hour or the equivalent of the top DJ package price for that specific date, whichever is more advantageous for the Clients. Additional Services (ceremony audio, video projector, etc.) are not included in the package price for Disc Jockey Service, however may be added to the package for an agreed upon additional Fee. Bellagala is not responsible to provide any Additional Services unless contracted, or the agreed upon additional Fee has been received. **2. Client Responsibilities:** Clients are responsible for the furnishing of one skirted table at least two feet by six feet (2' X 6') in surface area and suitable for placement of a sound system and music library. The Bellagala matching system requires particular information relevant to the DJ selection process, such as that in the Client Profile, Song List, and Final Details Information. It is the Clients responsibility to submit to Bellagala by the requested due date, no less than 3 weeks in advance, all required information. Failure to do so may result in delayed delivery of information to the disc jockey. **3. Payment:** Clients agree to pay the amount listed (the "Fee") to Bellagala for the Services. Clients deposits can be made with the use personal checks or credit card; including bank check cards and debit cards. Clients may pay remaining balances for services booked by credit card. Should Clients choose to pay remaining balances with the use of a personal check, Bellagala will require Clients to place personal credit card information on file in the instance payment is not received for balances by the agreed upon date for balances due. Bellagala acknowledges receipt of the agreed upon deposit which will be applied towards the Fee. Clients agree to pay the remaining balance of the Fee plus any applicable sales taxes to Bellagala, at least 3 weeks before the Event Day. If payment is not received prior to the event start time on the Event Day, the Clients will receive no service from Bellagala until payment is made in full. However, if Bellagala elects to provide any Disc Jockey Services despite the failure of Clients to pay the Fee within the agreed upon time, Bellagala reserves the consented right to charge the remaining balance 15 days after the completion of services rendered. Should personal credit information not be available or attempts to authorize electronic payment are returned "declined", the Clients must pay a 5% penalty which accrues bimonthly on the total Fee. Returned checks after the Event Day are subject to a \$30 charge. Bellagala reserves the right to pursue any accounts in delinquent status by the use of collections after 90 days of non-payment after the completion of services rendered **4. Cancellation:** All deposits are fully refundable for 14 days. If the Services are canceled in writing by the Clients on a date 90 days or less prior to the Event Day the Clients shall be responsible for half the contracted Fee. **5. Transfer of Service:** In the case where Clients request a transfer of service to a different date, Bellagala will comply based on availability. Deposits will transfer and continue to apply towards the Fee. The Fee is subject to change based on the date specific prices for the Service for the new Event Day. Should Bellagala be unavailable on the new date of service, and Bellagala is not able to secure a contract in replacement of any/all of the individual Services, cancellation policies will apply. **6. Date Postponement:** Bellagala will permit the client one date postponement without any penalties. A new date must provided to Bellagala within one calendar year of the date this agreement is signed. The original deposit and payments will be transferred to the new date pending availability. Should the client postpone their event date a second time the original deposit if forfeited and the client will be required to place a new deposit and sign a new contract to secure their service(s) on their new event date. Any payments other then the deposit made towards the contracted service will be transferred to the new service date. A new date must provided to Bellagala within one calendar year of the date this agreement is signed. Bellagala reserves the right to decline any changes from the original signed contract. All date changes are subject to availability. A new deposit and contract are due within one year of this agreement. If a new event date is not provided to Bellagala within one calendar year all agreements and service contracts are void and the client forfeits all monies paid to Bellagala. **7. Limitation of Liability:** Bellagala provides due notice of the required due dates for submission of Final Consultation Information, Client Profile Information, Final Details worksheets, and final payment. Client is responsible for providing valid email address, required for delivery of notice. Failure of the Clients to submit the aforementioned information by said due dates will relinquish Bellagala of financial liability for adherence to particular instruction contained in such information. Bellagala shall not be responsible for the conduct of event guests or other conditions beyond the control of Bellagala. Bellagala's entire liability to Clients for any breach of this Agreement, claim, loss, or injury arising from Bellagala's performance is limited to a refund to Clients of the Fee. **8. Rights to Display & Reproduce:** Bellagala reserves the right to reproduce, publish or exhibit photographs or video of the Event Day as samples of the work of Bellagala to be shown to prospective clients and/or for instructional or institutional purposes. The Client agrees that in signing this contract to act as the agent for all members of the party and guests and grants Bellagala all rights for display, exhibition, promotion and advertising use of all Products produced under this contract. **9. Restrictions:** The Client is aware that restrictions imposed by others (i.e...reception site, church, guests, etc.) and the constraints of the physical environment, safety, weather, and other circumstances beyond the control of Bellagala can affect the quality and extent of the Services and Products possible. Bellagala guarantees coverage of all events only within the bounds of any restrictions and constraints of the physical environment, safety, weather and other circumstances beyond the control of Bellagala. The Client is responsible for obtaining all permissions and clearances, etc., and adequate shelter from precipitation and extreme temperatures as required for Bellagala to operate. **10. Travel Fee:** Bellagala will

service all event sites within 40 miles of 235 E 6th Street, Saint Paul, MN 55101 without additional travel fees. Should an event site or ceremony site be located beyond 40 miles from 235 E 6th Street, Saint Paul, MN 55101, travel fees will apply on a per artist basis. If site is located beyond 150 miles from 235 E 6th Street, Saint Paul, MN 55101, Client is responsible for providing lodging for each artist contracted, for one night within 15 miles of the event site.

Date of Event: 9/1/12

Bride Name: Molly Kriesel Groom Name: Matt McLean

Ceremony Site: \_\_\_\_\_ Reception Site: Edinburgh USA

#### Package Selection

☐ Four Hour Package (\$995)

☐ Bella One (\$1095)

☐ Bella Two (\$1245)

#### Package Add-ons

☐ 2nd Setup \$250

☐ Additional Mic \$25

☐ PA Rental \$100 (offsite)

☐ Ceremony Coverage \$250 (offsite)

☐ Ceremony Setup \$195 (onsite)

☐ PA Rental \$50 (onsite)

DJ Name (Option 2 ONLY): \_\_\_\_\_

DJ Package Price \$ 845

Travel Fee \$ \_\_\_\_\_

Package Add-ons \$ \_\_\_\_\_

Discounts \$ 170

Multi-Service Discount \$ \_\_\_\_\_

**Grand Total** \$ 675

Additional Notes:

**NOTE:** Bellagala selects the DJ based on the song list and profile for Bella One clients. Clients will speak with their DJ Monday or Tuesday the week of the event. Clients who book Bella Two will be contacted within 2 business days of placing the deposit. All clients are required to submit the DJ & Event profiles & song list six weeks before the event. \*\*PA Rental includes equipment and delivery of PA system only.

Molly Kriesel

Print Name of Client

Nov 25, 2011

Date

Molly Kriesel

Molly Kriesel (Nov 25, 2011)

Signature of Client

Ashley Nelson

Print Name of BG Representative

Nov 28, 2011

Date

Ashley Nelson

Ashley Nelson (Nov 28, 2011)

Signature of BG Representative

#### CREDIT CARD INFORMATION

\*Bellagala requires a credit card number on file.

Deposit Amount: \_\_\_\_\_ ☐ Paid with Check | Check Number: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Sec. Code: \_\_\_\_\_



Card Holder's Name:\_\_\_\_\_

