

**Event Date:** [Deal.EventDate]**Client Names:** [Deal.FirstName] [Deal.LastName] and [Deal.PartnerFirstName] [Deal.PartnerLastName]**Ceremony Site:** [Deal.CeremonyLocation]**Reception Site:** [Deal.ReceptionLocation]

Event Planning Package Level: [Deal.EpPackageType]		Package Price
Day of Coordination/Down to the Details:		\${Deal.EpBasePackagePrice}
Worry Free Month:		\${Deal.EpBasePackagePrice}
Sanity Saver:		\${Deal.EpBasePackagePrice}
Modified Sanity Saver Package:		\${Deal.EpBasePackagePrice}
Package Add-ons (if applicable)		
Off-Site Ceremony:		\${Deal.EpOffSiteCeremonyPrice}
Private Residence/non-professional run venue: \$1500/Min.		
Additional Hour: \$150/hour		\${Deal.EpHoursIncluded}
Additional Package Notes: n/a		

**Lead Event Planner's Name:** [Deal.EpLeadPlannerName]**Discount Notes (if applicable):** n/a

Base Package Rate:	\${Deal.EpBasePackagePrice}
Discount:	\$0
Travel Fee:	\${Deal.EpTravelFee}
Add-ons:	\${Deal.EpDayOfAddOns}
<b>GRAND TOTAL:</b>	\${Deal.EpTotalPrice}

Deposit Paid:	[DepositPaid]
Paid Date:	[DepositPaidDate]

## Event Planning 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 an Event Planner exclusively available to Clients on their Event Day for the agreed upon time according to 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:

### Event Planning Service:

The Parties agree that Bellagala, through an Event Planner, shall furnish the agreed upon hours of Event Planning Service on the Event Day (exclusive of travel time). The Parties agree that Bellagala will provide the consultation service, and event planning products that pertain to the specific package the client selects for the designated amount of time indicated by the service package ("Base Package"). Additional Services are not included in the package price for Event Planning 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. In the event the specified event planner is not available on Event Day (e.g. sick, auto accident, extreme unforeseen circumstances, etc.) another professional event planner will be assigned. Should the client want to raise awareness of a concern or issue post event, client has 60 days after event date to bring the issue to Bellagala's attention. Should the concern be brought up beyond the 60 days (post event date), client agrees to relinquish Bellagala of any Financial liability.

### Client Responsibilities:

Clients are responsible for submitting all requested information such as that in the Event Profile by the designated due date.

**Payment:** All payments made to Bellagala are nonrefundable. Clients agree to pay the amount listed (the "Fee") to Bellagala for the Services. Client's deposits can be made with the use personal checks or credit card; including bank check cards and debit cards. Bellagala requires 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. Bellagala requires a payment of 50% of the remaining account balance, less the deposit amount, to be paid five months out from the Client's Event Date as listed on this contract. Clients agree to pay 50% of the balance due by the date five months prior to the Event Date. The amount due is reflective of 50% of the Client's total balance for all services with Bellagala as it stands five months prior to Event Date. If the 50% payment is not paid by the Client within 21 days of the due date, Client agrees to allow Bellagala to charge the credit card on file. Any new reservations placed within five months of Event Date will not require a 50% balance payment collection but rather go towards the total final balance due 21 days before Event Date. Clients agree to pay the remaining balance of the Fee plus any applicable sales taxes to Bellagala, at least 21 days 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 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. A late fee of \$50 may be imposed for payments made after the contracted due date. 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 nonpayment after the completion of services rendered.

**Credit Card:**

Bellagala requires The Client to place personal credit card information on file.

**Cancellation:**

All Deposits are nonrefundable. All payments made beyond the deposit are completely nonrefundable. If the services are canceled in writing by the Clients on a date 5 months or less prior to the Event Day, the Clients shall be responsible for half the contracted Fee. In the case that the Client cancels their event within 21 days of the contracted event date, the Client is responsible for the contract fee in full. Deposits made within 21-days of event date are nonrefundable.

**Force Majeure:**

No damages shall be due for a failure, other than payment of sum due hereunder, of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any of which would make performance impossible. In the event of a power outage, inclement weather (tornado, ice, etc.), pandemic (as declared by CDC) or any other act of nature, Bellagala will not be held responsible for the party's cancellation nor for the refunding of any payments. Bellagala will also not be held responsible for reimbursement of payments from other event services that the Client has hired.

**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 cancellation policies will apply.

**Date Postponement:**

Bellagala will permit the client one date postponement without any penalties. A new date must be provided to Bellagala within one calendar year of the date the date postponement 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 is forfeited and the client will be required to place a new deposit and sign a new contract to secure service(s) on their new event date. Any payments other than the deposit made towards the contracted service will be transferred to the new service date. 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 the postponement 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.

**Mediation and Arbitration:** If the parties are not able to resolve a difference between themselves, they agree to mediation before a mediator who they agree to. If the disagreement is not resolved by mediation, the parties agree to binding arbitration before an arbitrator acceptable to both parties. The mediation/arbitration are to be held in Hennepin County, Minnesota. If they are not able to agree on a mediator or arbitrator, they agree that the Minnesota Mediation Center, or similar service if Minnesota Mediation Center no longer exists, may appoint a mediator or arbitrator.

**Limitation of Liability:** Absent Bellagala willful or intentional misconduct, it is not liable to client for any indirect, incidental, consequential, exemplary or punitive damages arising out of or resulting from the services under this agreement. Client agrees that the maximum amount of damages that it is entitled to, in any claim against Bellagala arising out of or relating to this agreement or the services, will not exceed the amount of money that the client has paid to Bellagala pursuant to this agreement. Any claim against Bellagala must be brought within 6 months of the event date.

**Indemnification.** Client will indemnify Bellagala and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any claim against Bellagala or obligation imposed by law on Bellagala, as a result of any actions or omissions of Client, its employees, guests, invitees and vendors.

**Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota.

**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.

**Restrictions:**

The Client is aware that restrictions imposed by others (i.e. client appointed location, other parties involved in the event planning, 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.

**Travel Fee:**

Should an event site or ceremony site be located beyond 41 miles from Clayland Place, Saint Paul, MN (the midpoint of the metro area (as measured based on the shortest travel distance using Google maps, travel fees will apply on a per artist basis. If site is located beyond a 100 mile radius of the geographical center between St. Paul and Minneapolis, Client is responsible for providing lodging for each artist contracted, for one\* night (per 100 miles) within 15 miles of the event site. If the Client does not provide Bellagala with the ceremony or reception location

prior to the Event Day, travel fees will be billed to the Client following the Event Day. \*Lodging is required for one night per day that planner is contracted on site, within 15 miles of the event site. (Example: Rehearsal day one + wedding day two = 2 nights per planner)

a. For events located outside 40 miles but under 100 miles, one complimentary planning trip (meetings scheduled by planner, if requested) is included in the package. The normal travel fee would still apply. Should additional meetings be requested by the Client, custom rate + normal travel fees apply.

b. For events located outside 100 miles, one complimentary planning trip (meetings scheduled by planner, if requested) is included in the package. Normal travel and lodging would still apply. Should additional meetings be requested by the Client, custom rate + normal travel and lodging fees apply.

**BASE PACKAGES:**

Bellagala offers three “base packages.” All packages include one assistant the day of the event. The base packages are priced based on a \$50K budget maximum and with the venues being professionally managed. Each \$10,000 added to the budget exceeding \$50,000 will accrue additional fees. Events with a budget over \$50,000 require two assistants minimum. Budgets over \$50,000 or at a nonprofessionally run event site are required to book a Worry Free Month or Sanity Saver package. Budget planning and managing are not included in ANY package, additional fees apply. Below is a breakdown of the three base packages we offer plus additional fees:

**Additional Details:**

a. Budget Minimums: \$50,000+ require additional fees. \$750 per each \$10,000 over \$50k.

i. (\$60,000 budget = \$750 additional charge; \$70,000 budget = \$1500 additional charge). Budgets over 50K require 2nd Assistant (\$200 each).

b. Ceremony: Ceremony at separate location than Reception: \$250

c. Rehearsals: Run Rehearsal +\$250

d. Plan and coordinate rehearsal dinner: \$1000

e. Private residences/nonprofessional run venues: Minimum \$1500 charge

i. Requires Worry Free Month or Sanity Saver package.

**f. MISCELLANEOUS:**

i. Dress Shopping: \$250/day

ii. 250+ guest count or for complicated logistics: Additional Assistants \$200/each

iii. Attending Final BEO +\$250 (Day-of)

iv. Budget creation and management: custom quote

v. Design Services: custom quote

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**Print Name of Client****Date****Signature of Client**

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Bellagala Representative

Date

Signature of Bellagala Representative