# DISC JOCKEY CONTRACT

##  [Deal.EventDate]

 [Deal.FirstName][Deal.LastName] and [Deal.PartnerFirstName] [Deal.PartnerLastName]



## [Deal.CeremonyLocation] [Deal.ReceptionLocation]





**Disc Jockey Package Level: [Deal.DjLevelSelect]**

**Package Price**

 Unlimited reception coverage, wireless microphone, professional sound and lighting equipment, online planning tools (DJ Profile and Playlist), reserve equipment and

backup DJ's in case of emergency.

$[Deal.DjBasePackagePrice]

**Package Add-ons (if applicable)**

$[Deal.DjCeremonyFee]

$[Deal.DjPaRental]

**Event Lighting Details:**



|  |  |
| --- | --- |
|  | $[Deal.DjBasePackagePrice] |
| Travel Fee: | $[Deal.DjTravelFee] |
| Add-ons: | $[AddOnPriceTotal] |
|  | $[Deal.Amount] |
| Deposit Paid: | $[DepositPaid] |
| Paid Date: | [DepositPaidDate] |



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:

 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) music will continue until the event site closes or the Clients determine so. Additional Services (ceremony audio, 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. In the event the specified DJ is not available on Event Day (e.g. sick, auto accident, extreme unforeseen circumstances, etc.) another professional DJ will be assigned. Should the client want to raise awareness of a concern or issue post event, client has 30 days to bring the issue to Bellagala’s attention. Should the concern be brought up beyond the 30 days (post event) client agrees to relinquish Bellagala of any financial liability.



 : 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/equipment. The Bellagala matching system requires particular information that is located in the DJ Profile, Song List, and Event Profile. It is the Clients responsibility to submit the completed profiles and song list to Bellagala by the requested due date, no less than 3 weeks in advance. Failure to do so may result in delayed assignment of the DJ and/or delivery of information to the DJ.



 . Client hereby assumes and shall bear the entire risk of loss and damage to the DJ Equipment arising from negligence or willful misconduct of Client or its event participants, customers, guests, officers, directors, shareholders, members, partners, managers, employees and agents.

 : 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 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 60 days of nonpayment after the completion of services rendered.

 : All deposits are fully refundable for 14 business days. Deposits made within 21-days of event date are 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. All payments are nonrefundable.



 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 to a New Date:** In the case where Clients request a transfer of service to a different date, Bellagala will accommodate 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.

 Bellagala will permit the client one date postponement without any penalties. A new date must be provided to Bellagala within one calendar year. 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 their 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. A new date must be provided to Bellagala within one calendar year. Bellagala reserves the right to decline any changes from the original signed contract. All date changes are subject to availability. If a new event date is not provided to Bellagala within one calendar year all contracts are void and the client forfeits all monies paid to Bellagala.



 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 e-mail 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.



 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.



 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.



 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.



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



 The Client shall have ownership rights of all images produced by Bellagala, and warrants that he/she has agreed to section 9 of this contract. The Client agrees to indemnify and hold Bellagala harmless for any loss, damage, or liability for infringement of any rights arising from the use of images the Client hires Bellagala to produce, edit or duplicate. Client May not release copyright of images to third parties. This includes: venues and any other vendors or business(s).



 : 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,*



 Should an event site or ceremony site be located beyond 41 miles from Clayland Place, Saint Paul, MN (as measured based on the shortest travel distance using Google maps)*,* travel fees will apply. 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.

 Credit Card. Bellagala requires the Client to place personal credit card information on file.



 Restrictions: The Client is aware that restrictions imposed by others (i.e. the reception site, ceremony site, 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. If the client chooses a site for production that requires a permit to be purchased by the artist, Client agrees to pay the fee for the permit. Permit fees will be added to the Clients final invoice with Bellagala.



Print Name of Client Date Signature of Client

Bellagala Representative Date Signature of Bellagala Representative