

Event Agreement with Diana J. Gardner /Alohanas

Reservation-

A reservation for the date listed below will be confirmed upon receipt of this signed contract along with the initial deposit.

The reservation will be released if this requirement is not met.

Deposit-

A non-refundable deposit of \$300.00 is required along with this signed contract. The deposit will be applied as a credit to the final wedding bill as payment towards the coordination fee. Certain vendors may require an additional deposit amount for their services or rentals. The client will be notified of any additional deposits requested prior to booking.

Payment-

Upon consultation an invoice estimate will be generated for review.

Confirmation of items requested and listed is required within 15 days of receipt of invoice. Any items that should not be provided are to be removed from the estimate.

Additional items may be added as needed during the planning process.

50% of the balance of the invoice is due no less than 90 days prior to the event.

In the event that the date reserved is within the 90days,

The 50% is due upon receipt of the invoice.

Remaining balance is due no less than 30 days prior to the event.

Price Increase/ Substitutions-

Price quotes for items ordered may be subject to increase due to unforeseen circumstances subsequent to signing the contract. Patron will be notified at once and agrees to the options of paying these increased prices, accept substitutions when necessary, or cancel the item with monies refunded.

Credit Card Transactions-

There will be a 3% processing fee charged for all credit card transactions. There is no bankcard service fee added to payments made by cash or check.

Function Times-

Patron agrees to pay for any additional charges for going over reserved time allotted for all vendors.

Photography/Model Release

-Diana J Gardner reserves the right to use any pictures or footage for publication or advertisement purposes for any wedding/event related businesses.

Pricing Terms & Procedures-

The minimum Coordination Fee is \$300 per function. This is the fee for the ceremony planning via phone and e-mail as necessary, rehearsal and day of assistance only, for up to 20 guests. The Wedding Packages are inclusive of the minimum coordinator fee requirement based on 2-20 guests.

There is \$100 added for each additional 20 guests.

For ceremony and reception planning, the reception coordination fee is an addition \$500 for up to 20 guests and \$200 per each additional 20 guests.

Patron agrees to pay a 20% surcharge of additional items requested for purchase or booked by Diana J. Gardner/Alohanas, unless an inclusive pricing is provided.

All pricing for items will be listed properly disclosed on the invoice.

The 20% surcharge is added to wholesale rates of catering and rentals. Items that are purchased at a retail store or on a website on your behalf for your convenience.

Patron will be notified of all items the 20% surcharge applies to prior to purchase or booking. All services depend upon availability. Additional items may be ordered after full payment has been received and will be provided as requested if available at the time of request, based upon notice given prior to event.

Liability/Indemnity and Release- I/we hereby remise, release and forever discharge Diana J. Gardner/Alohanas and their agents, successors, employees, and representatives, officially or otherwise, from any and all claims, demands, causes of action, or damages arising from or in any way related or incidental to the activities contemplated by this contract, including but not limited to a wedding and/or reception and use of certain premises by the undersigned, our agents, family members, and/or invitees (guests).

I/we further agree to indemnify and hold harmless Diana J. Gardner/Alohanas and their respective agents, employees, and representatives from any and all costs, expenses, judgments, amounts paid in settlement, attorney's fees or other damages of any kind or nature which may arise or which are incurred in connection with any action, suit or proceeding or any claim, liability, damage or loss occurring or arising out of any action or failure to act by Patron, Diana J. Gardner/Alohanas, or any of their respective employees, agents, subcontractors, guests, or invitees or arising directly or indirectly from this contract or the wedding and/or reception it may contemplate.

Notwithstanding anything herein to the contrary, in no event shall Diana J. Gardner/Alohanas be liable for any loss or damage to Patron or Patron's guests or invitees caused by the actions of vendors or third parties, fuel or energy shortages or rationing, strikes, riots, tornadoes, hurricanes, volcanoes, earthquakes, flood, acts of a public enemy, insurrection, acts of God, failure to carry out the provisions hereof due to provisions of law or rules or regulations promulgated by any governmental agency or any demand or requisition of any government, or from any other cause beyond the control of Diana J. Gardner/Alohanas. Patron agrees that they are liable for fees incurred due to breach of contracts signed by Diana J. Gardner/Alohanas on patron's behalf. To include all items listed on lease agreements for private wedding or reception venues, caterers, vendors and rental items. Diana J. Gardner/Alohanas will not be held responsible for property or rental damages made by patron or guests. It is acknowledge that all vendors assigned are independent contractors and responsible for their own business practices. Diana J Gardner/Alohanas will not be held liable for any breach of proposal or non-compliance of subcontractor and will not be held responsible /liable for any complications due to weather, transportation, or equipment.

Cancellation & Performance-

Patron may cancel a reservation only upon giving a written notice. The parties agree and understand that in the event of a cancellation, a forfeiture of the deposits will be assessed. Cancellation of the function or items reserved for the function after payment has been received will result in the forfeiture of the payment amount in its entirety. Patron agrees that they are responsible for all charges incurred due to lost wages as well any cancellation charges made by vendors that have been booked for the function. Additional fees may apply to reschedule on a different date or time. Patron agrees to not dispute credit card charges posted as deposit and agreed upon by confirmation of invoice for said function.

• **Print name** **Date of Event**

• **Signature** **Date**