

Event Agreement with Diana J. Gardner / Alohanas

Please sign this confirmation letter in agreement to reserve your date and return copy via email to alohawedding@msn.com

Or mail to : Alohanas 6355 Kipapa Rd Kapaa Hi 96746

Reservation-

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

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

Retainer-

A non-refundable retainer fee of \$300.00 is required along with this signed contract. The retainer will be applied as a credit to the final wedding bill as payment to- wards 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-

Confirmation of items requested and listed on the invoice is required within 10 days of receipt of invoice. Any items that should not be provided may be removed from the estimate up to 90 days prior to the event. Additional items may be added as needed during the planning process and based upon availability.

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. All services based upon availability. In the event that Diana J Gardner is unable to personally attend your event for any circumstance after booking with Alohanas another coordinator / suitable replacement will be provided for no additional charge. In the event of such substitution coordinator is required the substitute will be competent and professional.

Credit Card Transactions-

There is a 3% processing fee charged for all credit card transactions. To include payments made via Venmo & PayPal

Function Times-

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

Photography/Model Release- This Agreement serves as a model release giving the irrevocable right to use photographs in all forms, in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. This release is binding on the Clients, their legal representatives, heirs, and assigns.

Pricing Terms & Procedures- The minimum Coordination Fee is \$800 per function. This is the fee for the ceremony planning via phone and e-mail as necessary, rehearsal and day of assistance, from set up to breakdown for up to 10 guests. The Wedding Packages are inclusive of the minimum coordination fee for up to 10 guests/add on according to guest count.

> WEDDING CEREMONY ONLY PLANNING & DAY OF ASSISTANCE

Up to 10 Guests \$800

11-20 Guests \$1100

21-40 Guests \$1500

41-60 Guests \$1800

61-80 Guests \$2100

81-100 Guests \$2500

101 -150 Guests \$2800

> RECEPTION COORDINATION PLANNING & DAY OF ASSISTANCE

Up to 20 Guests \$1000

21-40 Guests \$1500

41-60 Guests \$2000

61-80 Guests \$2500

81-100 Guests \$3000

101-150 Guests \$3500

- \$\sum_{10\%}\$ Service Fee applied to all items and vendors booked and paid through Alohanas on your behalf. No 10\% Service Fee added to packages.
- 4.7% Hi State Tax added the planning & day of assistance fee and to all items and services.

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 retainer fee and any deposits made will be assessed. The booking retainer is non-refundable. 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 due to weather, illness, travel or any unforeseen circumstance. Client agrees to not dispute authorized credit card charges paid as agreed upon by confirmation of invoice for said event booked.

Indemnity and Release- I/we hereby remise, release and forever dis- charge 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, hospitalization, 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, damage or injury to Patron or Patron's guests or invitees persons or items for any cause, 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, travel restrictions, illness /diseases, pandemics, 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.

All vendors booked for your event are independent contractors and responsible for their own business practices. Clients shall relieve and hold Diana J Gardner/Alohanas harmless for any acts, errors, omissions, representations, warranties, breaches or negligence of any such third-party vendor. Limitation of liability shall also apply in the event that photographs are damaged or lost, through camera malfunction without fault on the part of the photographer. Diana J Gardner/Alohanas will not be liable for any amount in excess of the retail value paid for their services

Print Name & Date of Event

Signature & Date