

Contract for Event Services

This Contract for Event Services ("Agreement") is made effective as of _____, by and between Volkel and Turner Design, LLC d.b.a. Icing on the Cake Events; located at _____, Belgrade, Montana, 59_____, and _____ ("_____"), with an address of _____ and _____ ("_____"), with an address of _____.. In this Agreement, the party who is contracting to provide services shall be referred to as "Icing on the Cake Events" and the parties who will be receiving the services, _____, shall be referred to collectively, as the "Client(s)"

Icing on the Cake Events represents it has background in the wedding/event coordination services and access to related products and services in Bozeman and the surrounding area.

Icing on the Cake Events is willing to provide, and the Clients desire to receive, services based on this Agreement, as follows:

1. Services. The Clients or agent of the Clients is contracting for our event related "Services" (defined below) and those of the vendors to be provided on the date of _____ (the "Event"). The Clients desire to have their Event coordinated, and related products and services provided, by Icing on the Cake Events.

Based on the level of service requested by Clients, Icing on the Cake Events will choose vendors from a list of preferred vendors which provide related certain services in our area. These include but are not limited to caterers, rental agencies, ministers, musicians, bands, DJs, entertainment, photographers and videographers, pastry chefs, hotels, lodges and private estate properties.

Event services that the Clients are requesting are contained in the certain hourly rate, as quoted in the attached Event Bid.

2. Compensation for Services. The Clients agree to pay an initial non-refundable deposit of half of their Service price, receipt of which is hereby acknowledged, amounting to _____, upon execution of the Agreement.

The remaining balance of _____ is due no later than five (5) days prior to the date of Event, _____ ("balance due date"). If the balance is not received within 7 days of balance due date, an interest charge of 15% of remaining balance will accumulate per day against the outstanding balance. If the balance is not received within 30 days of the balance due date, the Clients shall be in default hereof and the issue may be turned over to a collection agent, and Icing on the Cake may pursue any lawful remedies.

Additional charges for Services may occur based on particular requests by the Clients.

Such charges will be reviewed with the Clients prior to billing, except that when the site of the Event is more than _____ miles outside the city limits of Bozeman, Clients will automatically incur \$0.____ per mile mileage charge added to their bill.

Payments can be made by check, cash or money order.

Initial : _____

3. Payment to Vendors. The Clients are responsible for all timely deposits and payments to the vendors with whom Icing on the Cake Events chooses to work. However, Icing on the Cake Events will facilitate the contracts with the vendors at Clients's request in order to use their best efforts to obtain the best price for such services. Clients will be given contracts for their signatures and notified of required costs to vendors before Icing on the Cake Events secures such services on behalf of the Clients.

Clients, jointly and severally, warrant and represent to:

(a) Cooperate with the Icing on the Cake Events to obtain and work with any vendors;

(b) Make any and all payments due to vendors hereby; and

(c) Indemnify and hold harmless Icing on the Cake Events, and the Members of Volkel and Turner Design, LLC, for any claims, suits, damages or other losses as a result of any non-payment to said vendors for the actions of Clients or their invitees to the Event during the Event.

Initial: _____

4. Date Changes. Should, for any reason, the date of the Event change, best effort will be made by Icing on the Cake Events to accomodate the new date. The Clients agree that in the event of an Event change by Clients, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Clients, including additional charges above and beyond those set forth in paragraph 2 above. The Clients understand that last minute Service changes can impact the quality of the Event and that Icing on the Cake Events is not responsible for any compromises in quality owing to such changes. Finally, should the Event not take place due to a date change by Clients, Clients will be responsible for cancellation policies mentioned below in paragraph 5.

Initial: _____

5. Cancellations. In the event of an Event cancellation caused by either or both of the Clients, all payments made hereunder to Icing on the Cake Events are non-refundable to Clients and all outstanding payments due to vendors are the responsibility of Clients and may be due based upon the cancellation policies of the vendors, except that should the Event be cancelled by any cause

other than an Act of God (i.e. natural disaster, death in the family or sudden injury or illness) up to 30 days prior to the Event, the Clients do not owe the balance due to Icing on the Cake Events set forth in paragraph 2. However, Clients will owe any costs to vendors due to cancellation.

Should the event be cancelled by any cause other than an Act of God (i.e. natural disaster, death in the family or sudden injury or illness) after 30 days prior to the Event, Clients owe 75% of the remaining balance to Icing on the Cake Events and any other costs to vendors based on vendor individual cancellation policies.

Initial: _____

6. Outdoor locations. Clients understand that Icing on the Cake Events may provide certain outdoor event locations subject to special permit from the federal government or state agencies as requested by Clients, if permitted. Clients agree that they and their invited guests will abide by such permit requirements while on state or federal land. Icing on the Cake Events is operated in accordance with the USDA policy which prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, and/or national origin.

Initial: _____

7. Weather. Due to the inability of Icing on the Cake Events to predict the actual weather of the Event date, Icing on the Cake Events shall not be responsible for any damages or other costs due to the weather. Clients agree that any weather that may prohibit any part of their Event taking place does not put fault on Icing on the Cake Events for the quality of their Services. Icing on the Cake Events acknowledges that they make their best effort not to let weather impact the quality of their Services, but Clients understand that last minute changes may be necessary in order to uphold the overall performance of the Icing on the Cake Events team and other vendors that have been hired.

Initial: _____

8. Entire Agreement. This Agreement contains the entire agreement of the parties except as noted with the contracts with separate vendors and there are no other promises or conditions in any other agreement whether oral or written between the parties. This Agreement supersedes any prior written or oral agreements between the parties.

Initial: _____

9. Amendments. This Agreement may be modified or amended if the amendment is made in writing signed by both parties.

10. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Waiver of Contractual Right. The failure of either party at any time to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Governing Law. This Agreement and any disputes hereunder shall be governed by the laws of the State of Montana, and any disputes hereto shall be adjudged in Gallatin County, Montana, where the State District Court shall have sole jurisdiction.

After reviewing the Agreement put forth above, the Clients agree to hire Icing on the Cake Events as their one and only event coordinator for their Event on the date mention above for the price agreed upon.

Signed:

Clients:

Date: _____

Name: _____

Date: _____

Name: _____

**Icing on the Cake Events:
Volkel and Turner Design, LLC**

Sara Volkel, Member

Date: _____

Abby Turner, Member

Date: _____

Schedule of Services
to
Contract for Event Planning Services
by and between
Icing on the Cake Events
and

_____ and _____ (collectively, "Clients")

Initialed for Identification
