

CONTRACT FOR WEDDING BAND BOOKING

This Musical Performance Contract (this "Contract") is made effective as of February 20, 2021 (the "Effective Date") by and between Mr. Reginald Bell & Dr. Portia York ("Bell & York Wedding"), and Mose Music Wedding Band, of Charlotte, North Carolina.

DESCRIPTION OF SERVICES. Beginning on December 31, 2021, Mose Music Wedding Band will provide to Bell & York Wedding the following musical services (collectively, the "Services"):

Mose Music Wedding Band will perform at the Bell & York Wedding Ceremony and Reception. Package Purchased - Platinum Package (Sound, Basic Lighting, Ceremony & Reception Performances with 2 add-ons - DJ & MC)

- 1 singer and Musician will perform for the outside ceremony
- 3 Singers and 3 Musicians will perform for the Cocktail Hour and 2 Reception hours with 2 Sets from 7pm - 10pm
- 1 DJ will perform from 10pm - 11:30 pm

(Performance Schedule to be modified and solidified with Bride & Groom on or before March 31, 2021)

PERFORMANCE OF SERVICES. (1). Mose Music Wedding Band shall arrive at least three hours before the starting time to set-up and conduct sound check. Mose Music Wedding Band shall perform music to suit the right mood of the event. Mose Music Wedding Band shall have an unlimited collection of songs. Music shall be performed with one, 30-minute break in between sets for dining. During breaks DJ will play music. (2). Mose Music Wedding Band will provide high quality microphone and sound equipment. Mose Music Wedding Band shall ensure optimum sound blend and reproduction for the venue size. (3). Bell & York Wedding shall also provide food and other refreshments for Mose Music Wedding Band.

PAYMENT. Bell & York Wedding will pay compensation to Mose Music Wedding Band for the musical services in the amount of \$3,000.00. This compensation shall be payable in a lump sum on or before Dec 15, 2021, minus the deposit amount.

DEPOSIT. At the time of signing the Contract, Bell & York Wedding shall pay a non-refundable deposit of \$900.00 to Mose Music Wedding Band for the Services. The deposit will be subtracted from the total payment owed by Bell & York Wedding upon completion of the Services. Deposit can be made here: <https://dmose.com/store/bell-york-wedding> remaining payment links will be provided in the Bell & York Wedding Portal.

CANCELLATION POLICY. All deposit fees are non-refundable. A minimum of 5-months' notice will be required for cancellation of this Contract. Any cancellation made with less than 5-months' notice prior to the agreed upon service date will result in full payment by Bell & York Wedding. If the cancellation is initiated by Mose Music Wedding Band, all monies paid to Mose Music Wedding Band from Bell & York Wedding shall be fully refunded, INCLUDING the deposit fee. Refund shall be paid out at month's end.

TERM. Bell & York Wedding and Mose Music Wedding Band agree that this Contract shall commence on the above date and terminate on December 31, 2021. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Mose Music Wedding Band is a Vendor with respect to Bell & York Wedding, and not an employee of Bell & York Wedding.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract 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 Contract 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.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of North Carolina.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by Reginald Bell, Groom on behalf of Mr. Reginald Bell & Dr. Portia York and by Deon Mose, CEO on behalf of Mose Music Wedding Band. This Agreement is effective as of the date first above written.

Client:
Mr. Reginald Bell & Dr. Portia York

By: _____ Date: _____
Reginald Bell
Groom

Musician:
Mose Music Wedding Band

By: *Deon Mose* Date: February 20, 2021
Deon Mose
CEO