



## Event Contract

### PARTIES

This event planning contract (herein after referred to as the “Contract”) is entered into on this, the day of signing, by and between signee (hereinafter referred to as the “Client”) and The Magic Continues (hereinafter referred to as the “Planner”) (collectively referred to as the “Parties”).

### LATE BOOKINGS

Events booked within ten (10) days of the event will incur a \$25 late booking fee.

### EVENT BACKGROUND

The event will take place on which date(s) and time(s) the Client and Planner agree.

Availability of the Planner & Characters are not guaranteed by the signing of this contract.

### PLANNER DUTIES

The Client hereby engages the Planner to perform the following duties relevant to the event:

Requested character arrival, event activities as requested or time allowed (not limited to story time, sing-a-long, glitter tattoos, coronation ceremony & parachute play), character presence for full duration as booked.

### PERFORMER AUTONOMY AGREEMENT

The Magic Continues employees (herein referred to as the “Characters”), reserve the right to cease services and leave an event early for any reason including, but not limited to personal safety, harassments, behavioral or otherwise negligent behavior of Client or Client's party guests. Should the Characters leave an event for any reason of safety or comfortability, a refund will not be given.



## CLIENT RESPONSIBILITY AGREEMENT

The Client agrees that at least one (1) adult will be present to oversee party conduct and behavior of event attendees. The Magic Continues and its Characters are not disciplinary figures and will not be required to act as such.

No Smoking will be permitted while the Character(s) is present.

## PAYMENTS

The Client hereby agrees to pay the Planner amount as stated on the invoice for the services performed.

The Planner will provide an invoice within 24-48 hours of booking.

A 50% retainer fee is required upon booking to hold event date(s) and time(s) for private events. The remaining balance is due seven (7) days prior to event. If the balance remains unpaid at event time, The Magic Continues reserves the right to forego attendance and the retainer fee becomes non refundable.

For public, corporate, or otherwise large-scale events, payments must be made in full prior to performer arrival.

Changes made by the client seven(7) calendar days prior to the event are no longer subject to refund.

## CANCELLATION POLICY

- The Client is entitled to cancel this Contract at any time, minus a \$30 processing fee. Beginning seven (7) days prior to event date, the event can no longer be refunded for any external reason.

Events cancelled or changed by the Planner are subject to full refund.

- The Planner is entitled to cancel this contract at any time with full refund to the Client. In this case, the Planner will be required to refund any money previously provided by the Client.



## WEATHER POLICY

In cases of extreme weather, including but not limited to rain, wind, snow & heat, Character preservation is expected. In cases of extreme heat, an indoor or shaded space will be provided to the Character(s). In cases of extreme cold or rain, an indoor space will be provided to The Character(s).

Temperature guidelines are as follows:

above 85 Degrees Fahrenheit, or below 65 degrees Fahrenheit.

## MERMAID PARTIES

A parking spot nearest the event entrance is required to be reserved for Character(s).

Event attendees will be required to vacate the pool area while performer enters the venue. Details will be outlined in an email sent from The Planner.

## VENUES

Clients assume responsibility for ensuring booked event venues permit entry of the performer.

Should a performer be asked to leave a venue, be no longer permitted to attend or any occurrence relevant, the event and event changes become nonrefundable.

## COSTUME PRESERVATION AGREEMENT

The Client will be held financially liable for any damages to The Magic Continues costumes, wigs, props and accessories due to intentional or non-intentional negligence of event attendees. This includes but is not limited to food or beverage stains, bodily fluids, tearing of the fabrics & water guns.

Assessed fees for costume damages can include but are not limited to cleaning costs, repair costs, or costume replacement costs.



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#### SEVERABILITY

- In the event that any provision of this Contract is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

#### ENTIRE AGREEMENT

- This Contract contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Contract control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

#### GOVERNING LAW

- This Contract shall be governed by and construed in accordance with the laws of Maryland.

#### RELEASE OF LIABILITY

In consideration for participation in and with The Magic Continues (hereby known as the "Activity"), The Client releases from liability and waives all right to sue The Magic Continues, their employees, officers, volunteers and agents (collectively "District") from any and all claims, including claims of the District's negligence, resulting in any physical injury, illness (including death) or economic loss that may be suffered or which may result from participation in this Activity, travel to and from the Activity, or any events incidental to this Activity.

#### ACKNOWLEDGEMENT & ACCEPTANCE

- The Parties hereby agree to the terms and conditions set forth in this Contract and such is demonstrated by the checking of the acceptance box on the Planner booking webpage and any and all financial correspondence.