



Event Lighting Contract

For the purposes herein after this contract is a binding accord between Illuminations Holiday Lighting LLC, herein after referred to as "Agent" and "NAME" _____ herein after referred to as "Client."

This accord is considered a legal agreement between the above listed parties. This agreement is considered in effect upon the entertainer receiving the accord.

The client is responsible for reading, understanding and adhering to the terms and conditions as listed within. Illuminations will make every attempt to hold the requested date but does not guarantee lighting for any event until a signed contract is returned to Illuminations Holiday Lighting, LLC. The Client agrees to the following terms and conditions as set forth by Illuminations Holiday Lighting, LLC.

- 1) Illuminations Holiday Lighting, LLC is a professional entertainment corporation which specializes in providing lighting for special events. Illuminations Holiday Lighting, LLC shall provide event lighting and all necessary equipment to provide said lighting for the desired event.
- 2) Illuminations Holiday Lighting, LLC does request children and drinks be kept away from any and all equipment for safety reasons, for event guests and our equipment.
- 3) Illuminations Holiday Lighting, LLC makes every attempt to keep all equipment in top working order and cannot be held responsible for complete equipment failure. In the event of equipment failure a refund shall be given. If the event is half way or more past the contracted time only a 50% refund shall be given.
- 4) Illuminations Holiday Lighting, LLC will not perform or travel during severe hurricanes, tornadoes, severe weather, severe winds, severe downpours, tsunamis, areas of flooding, unforeseen weather conditions, acts of war, acts of God or any other type of condition that is deemed to be a safety risk to performers. If while traveling the performer encounters any of the above conditions, the performer will notify the client of the unsafe conditions and cease any further travel to that destination, until it is safe to proceed.
- 5) Illuminations Holiday Lighting, LLC leaves well in advance to arrive early to events. However Illuminations Holiday Lighting, LLC cannot be held responsible for delays due unforeseen to heavy traffic conditions, road closures, road repair, traffic accidents and any other unforeseen conditions.
- 6) Illuminations Holiday Lighting, LLC will perform at outdoor venues within reasonable temperatures. For outdoor events, electrical power is the responsibility of the client.
- 7) Rain/Wind/Storm Policy: Illuminations Holiday Lighting, LLC reserves the right to terminate this contract if the event is an outside event and involves outdoor lighting. This is not limited to Rain, high winds or severe lightning storms. If it starts raining at an outdoor event our electronics are our highest priorities and will be removed immediately. If after 30 minutes of constant rain the entertainer reserves the right to end the event. If a severe lightning storm erupts Illuminations Holiday Lighting, LLC reserves the right to stop the event and un-plug from any power source to prevent damage to our equipment.
- 8) In rare situations of a family or medical emergency, Illuminations Holiday Lighting, LLC will be unable to perform at the venue a replacement tech will be sought to cover the event. If no other tech is available the Client shall be notified as to the reason and all monies shall be refunded.

Client Initials: _____

Illuminations Holiday Lighting, LLC: _____



- 9) If the client pays in full for the event and the Client cancels the venue the balance shall be refunded however the retainer is non-refundable. The balance will be refunded within 10 business days.
- 10) At any venue the CLIENT assumes FULL RESPONSIBILITY for the entertainer's equipment. The client is responsible for any damages to equipment whether accidentally or damage with a malicious intent. Damage in any degree may terminate the contract. If the entertainer feels it is necessary to cease performance, they may do so and the client is still responsible for the payment balance. This is also responsible for replacement bulbs for lighting due to guest hitting or kicking lights whether maliciously or accidentally.
- 11) There will be a \$50.00 returned check fee for any returned checks.
- 12) The client is responsible for the balance due two weeks prior to the event. If full payment is not made, this contract is considered null and void and Illuminations Holiday Lighting, LLC is not required to make an appearance and is not responsible for the event listed.
- 13) Failure to pay the remainder of the balance is considered "Theft of Services" and is a Criminal Act under New York State Law. Failure to pay will result in the immediate notification of the local Law Enforcement Agency. If payment is not received at the time of services the client has (10) ten days to pay the balance or civil action shall be taken. If Criminal or Civil action is taken the client is responsible for the balance due, plus any interest per day, Court Cost, and any and all Lawyers' fees associated with the matter.
- 14) Full/Remaining balance payment(s) paid via Credit Card or PayPal will incur a fee between \$20-\$50 depending on the transaction amount to cover Credit Card Company/PayPal Fee's. Fees are listed on the payment screen after the event info screen, prior to the PayPal screen.
- 15) Time Starts at the listed in the contract or when the first guest arrives. The entertainer will arrive approximately 1-2 hour before the event depending on the package selected and will need access to the venue at that time to start setting up.
- 16) On occasion Illuminations Holiday Lighting, LLC may take photographs while at venues for advertising purposes. Photographs will not interfere with the contracted event photographer. Illuminations Holiday Lighting, LLC /Photography shall own the copyright for all images created at the event and shall have exclusive right to make reproductions.
- 17) To ensure quality performance we only book one event per day, per tech. Due to the specific demand after a date has been booked we will refuse any other events on that day. Since we cannot guarantee a replacement for that spot any event cancelled less than 6 months from the venue date deems the retainer fee shall be non-refundable. If it is two weeks prior to the event only 50% of the total balance shall be refunded.
- 18) Illuminations Holiday Lighting, LLC offers several lighting options such as up-lighting however depending on the venue Illuminations Holiday Lighting, LLC cannot guarantee the end results of lighting depending on ceiling height, and venue lighting etc. Illuminations Holiday Lighting, LLC is not responsible for the room lighting brightness set by the venue.

Client Initials: _____

Illuminations Holiday Lighting, LLC: _____



Please return signed contract return to Illuminations Holiday Lighting, LLC within 30 days as well as a check for the deposit. After the contract is received, we will mail you a signed copy with our signature.

Deposit Amount to be paid: \$ _____

By signing below and initialing above all parties as listed above agree to these terms and conditions as listed above. Any violations of the conditions as listed above are a breach of contract and are grounds for the entertainer to leave the venue and the client is responsible for the full balance owed.

Name: _____

Event Type: _____

Event Address: _____

Date of Event: _____ Event Start Time: _____ Event End Time: _____

Contact Name & Number: _____

Day of Event Contact Name & Number: _____

Package Selected: _____ Total Cost: _____

Total Time for Event: _____ Additional Time (Per Hour): \$ _____

Options Included in Price: Add On Total: _____

Dance Floor Light Show Name in Lights (Gobo) Cake Spot Light DJ Lighting

Small Venue Up-Lighting Large Venue Up-Lighting Full Up-Lighting Control Option

Illuminations Holiday Lighting, LLC Signature

Client Signature

Illuminations Holiday Lighting, LLC Print

Client Print

Signed and Dated, This _____ Day of, _____, 20____