**This CONTRACT (the “AGREEMENT”) made and entered into this\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ the**

**(“EXECUTION DATE”).**

**BETWEEN**:

**(the “CLIENT”)**

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OF THE FIRST PARTY**

**-AND-**

 **(the “Licensed Company”)**

Eye Candy Events

1443 Farland Avenue, Clarksburg, West Virginia 26301

(304) 629-9385

eyecandybyandi@gmail.com

**OF THE SECOND PARTY**

**SERVICES TO BE PERFORMED/PACKAGE SELECTED (Check One):**

**DJ ESSENTIALS: DJ/MC, CHOICE OF CUSTOM DJ BOOTH, CUSTOMIZED MUSIC PLAYLIST, RECEPTION ORGANIZATION, EVENT LIGHTING.\_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**DJ ESSENTIALS PLUS: DJ ESSENTIALS PACKAGE PLUS THE MIRROR X PHOTO BOOTH WITH UNLIMITED PHOTOS. \_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**PHOTO BOOTH PACKAGE: UNLIMITED PHOTOS, PROPS, BACKDROP, & ATTENDANT. \_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**SELFIE STATION PACKAGE: PROPS, BACKDROP, & ATTENDANT. \_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**CORPORATE EVENT PACKAGE: DJ PLUS \_\_\_\_\_\_\_\_**

**PROMOTIONAL PACKAGE/ADD ON SERVICES: \_\_\_\_\_\_\_\_**

**DESCRIPTION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**ADD ONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**ADD ONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLUS TAX**

**DATE OF EVENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME OF EVENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME EVENT WILL END:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENUE CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENUE EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE/TIME OF VENDOR SETUP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL OF SAID SERVICE(S): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MILEAGE IF APPLICABLE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NON –REFUNDABLE DEPOSIT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PAID ON: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REMAINING BALANCE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PAYMENT:**

1. **REMAINING BALANCE MUST BE PAID IN FULL 45 DAYS PRIOR TO SERVICE. IF THE FULL AMOUNT HAS NOT BEEN PAID ON THE \_\_\_\_\_\_\_\_\_\_, DAY OF \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ EYE CANDY EVENTS (the “Licensed Company”), is no longer obligated to fulfill the said agreement.**

**CANCELATION:**

**(the “Client”) may cancel at any time with no further financial obligations. (the “Licensed Company”) reserves the right to cancel under the following circumstance:**

* **(the “Client”), (the “Licensed Company”) representative(s), or any attendees have knowingly, or believe to have been diagnosed with ANY communicable disease.**
* **There is a death in the immediate family of the owner/performer of (the “Licensed Company”).**
* **Inclement weather that would result in the inability to travel safely, or work in a safe environment.**

**REFUNDS:**

* **If the event is cancelled, all monies paid to (the “Licensed Company”) will be forfeited. (the “Licensed Company”) does not issue refunds under ANY cancelation circumstances.**

**RESCHEDULING:**

* **Should (the “Clients”) event be postponed, (the “Licensed Company”) will try to accommodate the new event date. The new event date must be within 12 months of the original date booked.**

**INDOOR/OUTDDOOR ACCOMODATIONS FOR EVENTS:**

* **It is the responsibility of (the “Client”) to ensure that (the “Licensed Company”) will have the following at any outdoor event:**
* **Permission of (the “Licensed Company”) to provide ANY service outdoors prior to signing contract. Equipment will not be set up outdoors without permission.**
* **Permission of (the “Licensed Company”) to set up ANY equipment outdoors prior to signing contract.**
* **A location to setup that will not be on grass, gravel, or dirt surfaces.**
* **A covering for all equipment.**
* **Access to electrical outlets and extension cords for equipment.**
* **A reasonable location to load/unload equipment. This location would be next to set up area.**
* **Ground must be level. Equipment will not be set up if there are any stairs, elevators, or the space provided is not adequate.**
* **A reasonable location to park van/truck for loading and unloading purposes. This parking spot would be next to the entrance of the venue or a door located near the setup area.**

**CLIENT RESPONSIBILITIES:**

* **Any changes post signing this contractual agreement must be reported to (the “Licensed Company”) immediately.**
* **If changes are made that violate this agreement or decisions agreed upon by both parties, this contract will be null and void. All funds paid to date will be lost.**
* **(the “Client”) will ensure they understand the itinerary sent over by (the “Licensed Company”). It is the responsibility of (the “Client”) to follow the itinerary to ensure all activities of the event are completed.**
* **(the “Client) must ensure that they obtain the WIFI password from the venue prior to the event. If a venue does not offer WIFI services, (the “Client) must let (the “Licensed Company”) know immediately so they can make necessary arrangements.**

**VENDOR ETIQUETTE:**

* **(the “Client”) understands that gratuities are NOT included in this contractual agreement. Gratuities are not demanded. However, if you loved your services, then you are absolutely welcome to show your appreciation.**
* **Gratuities are typically 10-20% off your agreement price.**
* **It is proper etiquette to feed your vendors. DJ and Photo Booth vendors should be fed during cocktail hour prior to guests arriving. All other vendors should be fed when the wedding party and guests eat.**
* **All vendors performing services on behalf of (the “Licensed Company”) should be treated with respect. They should be talked to in professional manner.**
* **In the event that any representatives of the (the “Licensed Company”) are mistreated, abused, harassed, or assaulted in any way, (the “Client”) will be given one chance to resolve the issue. If the issue persists, (the “Licensed Company”) reserves the right to terminate services and leave the venue.**

**EQUIPMENT DAMAGES:**

* **In the event that any equipment should be damaged by fault of the guests, family members, or (the “Client”) a fee of $1000.00 will be due immediately.**
* **The fee of $1000.00 can be paid by cash or credit only.**
* **If the amount to replace or fix said equipment exceeds $1,000.00, (the “Client”) will be billed the remaining balance to be paid immediately.**
* **When booking any photo package, all props are property of (the “Licensed Company”). They are to be left at the station. Any props taken by guests will require reimbursement from (the “Client”).**

**MODEL RELEASE:**

* **(the “Client”) hereby grants to (the “Licensed Company”) and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of (the “Client/Guests/Venue”) or in which (the “Client”) may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction. (the “Client”) hereby releases (the “Licensed Company”) and its legal representatives and assigns from any and all claims and liability relating to said photographs.**

**COVENANT OF GOOD FAITH AND FAIR DEALING:**

* **(the “Client”) and (the “Licensed Company”) agree to perform their obligations under (the “Agreement”), in all respects, in good faith.**

**By signing this contract you agree that you have READ this contract completely. No changes to this agreement can be made without a new contract and additional fee of $100.00.**

**Signatures:**

**(the “Client”)**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(the “Licensed Company”, AKA (the “Owner”)**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: Andrea “Andi” DeRossett**