

Terms and Conditions

ENTERTAINMENT is being sought to appear at an Event as a “Character”, and HOST is desirous of utilizing the services of ENTERTAINMENT to perform such work as hereinafter later described; and

WHEREAS, ENTERTAINMENT agrees to perform such work at the request of the HOST as hereinafter later described;

IT IS THEREFORE AGREED, by and between the ENTERTAINMENT and HOST(s) hereto as follows:

1. **Contract Term**: The term the event is on the agreed upon and confirmed date between both parties as stated in the booking form and confirmed by the HOST in the finalization form provided upon the execution of same by ENTERTAINMENT and HOST(s), and shall last for the agreed upon time confirmed by the HOST in the finalization form.
2. **Scope of Work**: The ENTERTAINMENT shall provide Character(s) selected by HOST from the choices available.
 - a. ENTERTAINMENT shall not be obligated to perform any additional or different work in deviation from the terms of this Agreement.
3. **Cost**: The HOST shall pay ENTERTAINMENT for its services as follows: a.
Base amount:
 - a. HOST’s event cannot have more than fifteen (15) guests between the ages of 2-12. Each additional child is at the cost of \$10 per child
 - b. HOST is required to tender the sum one half (1/2) of the total cost due to ENTERTAINMENT upon signing of this Agreement. The second half of the payment is due upon ENTERTAINMENT appearing on the scheduled date as set forth in paragraph 1. Payments are not subject to refunds.
 - c. ENTERTAINMENT will accept payments by either electronic transfer (such as Venmo, Paypal, Zelle or other such electronic method as approved by ENTERTAINMENT) or cash only.
4. **Dishonored Payments**: If any sums are dishonored upon presentment, ENTERTAINMENT shall have the option to cancel this Agreement, in which case HOST shall remain liable to ENTERTAINMENT for any loss so incurred by ENTERTAINMENT, including, but not limited to, interest, bank fees, the sums due for the labor and materials theretofore completed, unique materials which may have been specifically ordered for HOST, and reasonable legal fees, court costs; and disbursements.
5. **Assumption of Risk**: As with any physically demanding activity there comes a possibility of injury. HOST understands that there is such a risk with live performances. Therefore, HOST hereby acknowledge and understand that there are dangers and risks associated with the activities to which it is seeking to participate in with ENTERTAINMENT, which have been fully explained to them (including but not limited to allergic reaction by HOST or its guests to materials utilized

by ENTERTAINMENT, or other injury such as falling or tripping). HOST hereby agrees to abide by all rules, instructions, policies and procedures imposed by ENTERTAINMENT relating to the services being provided.

- a. HOST Agrees to take sufficient measures to ensure the health, safety and security of ENTERTAINMENT and its staff at HOST's event. This includes following any governmental guidelines and checks regarding the COVID-19 virus or any other such contagion for gatherings of any group of people that do not reside together.
- b. HOST fully assumes the dangers and risks, and agree to use their best judgment while engaging in those activities. HOST further agrees to indemnify and hold harmless ENTERTAINMENT, its parents, children, heirs, executors, administrators, officers, directors, principals, members, partners, trustees, representatives, agents, affiliates, sponsors, successors and assigns from and against any and all liability incurred as a result of or in any manner related to HOST's participation in the activities.
- c. To the fullest extent permitted by law, HOST will indemnify and hold harmless ENTERTAINMENT, its parents, children, heirs, executors, administrators, officers, directors, principals, members, partners, trustees, representatives, agents, affiliates, sponsors, successors and assigns from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of HOST, their guests, visitors, agents, in connection with ENTERTAINMENT's services, except these claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of ENTERTAINMENT. HOST will defend and bear all costs of defending any actions or proceeding, including compensatory, liquidated damages, punitive damages, attorney's fees, costs and disbursements brought against ENTERTAINMENT, its parents, children, heirs, executors, administrators, officers, directors, principals, members, partners, trustees, representatives, agents, affiliates, sponsors, successors and assigns, arising in whole or in part out of any such acts, omission, breach or default by HOST. The foregoing indemnity shall include injury, death or disability of any employee of ENTERTAINMENT and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

6. **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective parents, heirs, executors, administrators, officers, directors, principals, members, partners, trustees, representatives, agents, affiliates, sponsors, successors and assigns.

7. **Notices**: All notices must be in writing and shall be deemed properly given upon the placing for delivery by certified mail, return receipt requested, or by overnight courier, or via electronic mail (text messages shall not be considered valid notice) to the address below within the time period required by this Agreement:

For ENTERTAINMENT: Jordan Coene, 218 Willowood Drive, Wantagh, New York 11793.

Email: onceuponadaydreamparties@gmail.com

11. **Complete Agreement of the Parties**: This Agreement is the sole, only, entire, and complete agreement of the Parties relating in any way to the subject matter hereof. The recitals set forth above and any exhibits hereto are incorporated herein. No statements, promises or representations have been made by any party to another, or are relied upon, and no consideration has been or is offered, promised, expected or held out, other than that constituted by this Agreement, unless contained in a separate writing, signed by the obligating Parties. No conditions precedent to the effectiveness of this Agreement exist, other than as may be expressly provided herein. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by this Agreement.
12. **Modification and Waiver**: This Agreement may only be modified in writing, signed by the Parties hereto. No conduct or inaction on the part of the Parties shall be construed as a waiver or relinquishment of any rights of the Parties pursuant to this Agreement. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.
13. **Illegality and Severability**: Should any provision of this Agreement be held invalid, illegal or unenforceable in any respect by any Court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permitted by law. To the extent permitted by law, the Parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.
14. **Default**: In the event that any party hereto fails to perform any of its obligations under this Agreement, or any of the representations have been breached, or any party hereto takes any action prohibited by the terms hereof (such party being referred to as the “Defaulting Party”), the Defaulting Party hereby agrees to pay to the other Party, promptly on demand, all losses, damages, costs, expenses, including without limitation to: Reasonable Attorney’s fee, Court filing fees, disbursements and reason Agreement and of any rights such Party has under applicable law.
15. **Governing Law**: This Agreement shall be governed and interpreted in accordance with the laws of the State of New York. In relation to any legal action or proceeding arising out of or in connection with this Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of either the Supreme Court of the State of New York in Nassau County or the District Court of Nassau County, and other courts with jurisdiction to hear appeals from such courts.
16. **Captions**: The captions contained herein are included solely for convenience and shall not be construed as full or accurate descriptions of the terms hereof.
18. **Ambiguities**: The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

19. **Miscellaneous:** a) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it; b) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract; c) This Agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
20. **Force Majeur:** Neither party shall not be liable for, nor be deemed to be in default by reason of, any delay or failure in the performance of its tasks (or any part thereof) under this Agreement, when such delay or failure is caused, in whole or in part, by circumstances constituting force majeure, including without limitation, an act of God, war, riot, strike, fire, flood, change in governmental regulations, COVID-19, or any other cause or circumstance, direct or indirect, beyond either Party's reasonable control. Such failure or delay, to the extent it delays either Party's performance of the Services or any other undertaking under this Agreement, will extend the time for performing the same for as many days beyond the applicable performance date as is required to correct the effects of such force majeure event.
21. **Counterpart & Electronic Signatures:** This agreement may be signed in counterparts, each of which when taken together shall constitute the full agreement and be binding on each party. Electronic signatures, including but not limited to signatures transmitted by fax and/or email shall be deemed originals and be deemed binding upon transmission of same.