



708 Connolly Farms Road - 443-987-3140 - sydneyhipps@aol.com

## 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.



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#### 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). The remaining balance is due before Character arrival time. If the balance remains unpaid at event time, The Magic Continues reserves the right to forego attendance and the retainer fee becomes non refundable.

#### CANCELLATION POLICY

- The Client is entitled to cancel this Contract at any given time, minus a \$30 processing fee.
- 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.



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#### MERMAID PARTIES

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

The Magic Continues will provide a push-cart to assist in transporting the Character into the event venue. Should there be any rough terrain, stairs or steep hills that renders the push-cart ineffective, the client will ensure that strong guests are available to assist our Character into the party space.

#### 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.

#### 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.



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#### 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.