

\_\_\_\_\_  
Name of Client

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address continued

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Alternate Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date(s) of Event(s)

\_\_\_\_\_  
Event Location (exact name and address)

\_\_\_\_\_  
Other Location 2 (exact name and address)

\_\_\_\_\_  
Time of Day to Start and to End = Total number of hours

Artist(s) Preference: primary and then alternate  
(Primary)

1. \_\_\_\_\_

2. \_\_\_\_\_

(Alternate)

1. \_\_\_\_\_ 2. \_\_\_\_\_

Custom Package (explain):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Package Price (all items): \$\_\_\_\_\_.

CONTRACT PRICE: \$\_\_\_\_\_.

THIS FORM CONSTITUTES AN AGREEMENT, by and between "Client" and "Party Starters," effective the date of signing. Party Starters is not bound until it receives this signed contract, and until Client's Retainer Payment of 1/2 of the total Contract Price is processed. Client's signature certifies acceptance of the Terms of Service included with this form.

\_\_\_\_\_  
Signature of Client, Date

\_\_\_\_\_  
Katherine Sasseen, president, Date  
Party Starters

\_\_\_\_\_  
Party Starters Artist/Representative(s)  
(varies per hire: added signature accepted)

Party Starters: Contract for Party Starters Services  
TERMS OF SERVICE

1. Deliverable Product: Artist Performance/Party Person Attendance. Party Starters is to provide services as outlined above in final contract.
2. Date, Time and Location. Party Starters services will perform on a single day, the date and time of which is stated in this contract. Travel time between the first location and any other locations will be considered billable hours.
3. Payment for goods and services: The minimum Contract Price as stated on the front of this contract is payable to Party Starters in U.S. dollars. Payment of the total price will be divided into two payments. Client will provide to Party Starters one half (1/2) of the total payment as a Retainer Payment upon signing of the contract, one half of the payment a 30 days before the event date. If the date of contract signing is less than 30 days from the event date, full payment will be due at signing. Failure to pay total agreed upon amount prior to the event may result in a non-delivery of services and goods and will be treated as a client cancellation.
5. Copyright ownership of images: Party Starters owns any and all images. The Client hereby agrees to allow Party Starters to use the content of photographic images as part of a portfolio of work for marketing and advertising purposes.
6. Client Cancellation/Moved Date: If Client wishes to cancel this contract for any reason, it must be done in writing. If Client wishes to change the date of the contracted services, it will only be done so if the requested date is available. Retainer Payment and additional payments constitute a service to hold the Date of Event for Client. No delivered payments from Client to Party Starters will be considered refundable.
7. Limit of liability: Party Starters assumes no liability for damage to any person or property, resulting from the condition of the premises where the event takes place, or for loss or damage resulting from the condition, operation, or placement of equipment used in connection with said event by the party starters contactors. Due to the limited and subjective nature of the event, Party Starters is not responsible for lack of performance resulting from physical conditions of, or rules imposed at the selected location or for limitations due to acts of nature, including, but not limited to weather. Party Starters, its agents or employees have no liability to Client or third parties if unable to perform the services due to technical problems or failure, transportation problems or failure, or accident or illness of any agent or employee of Party Starters, or any unforeseen reasons or causes that render performance not possible. The Client agrees that the sole remedy against Party Starters shall be limited to a refund of the total payment actually paid by Client. Any and all expenses, including legal expenses, required to enforce the provisions of this contract will be born by the prevailing party. Only changes or modifications specifically placed in writing, attached, signed and dated by both by an authorized representative of the Client and an authorized representative of Party Starters shall be recognized as amendments to this contract. If any provision of this contract is held to be invalid or unenforceable by law, the validity of this agreement in whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect. The laws of California govern this agreement. Any claims must be filed in San Diego court. This contract constitutes the entire agreement between the parties regarding its subject matter.

\_\_\_\_\_ Client please initial.