



Entertainment Services Agreement

Service: Basic Backyard Party Package

Prepared for: Reena Patel

Prepared by: John Hancock,

Owner of Lumify Chicago 123 Michigan Street,
Chicago, Illinois 60605

Prepared on: *has not been sent to client yet*



Terms and Conditions

This Agreement is entered into by Lumos Chicago hereinafter referred to as the "**Service Provider**", renowned for its expertise in entertainment services, and Reena Patel, hereinafter referred to as the "**Client**", seeking such services for an event.

Recognizing the unique requirements and essence of entertainment, both parties agree on the importance of mutual collaboration, respect, and adherence to professional standards to ensure a successful event.

Please read these services terms and conditions carefully as they contain important information regarding your legal rights, remedies and obligations. These include payment terms, various limitations and exclusions, a clause that governs the jurisdiction, and obligations to comply with applicable laws and regulations.

1. Scope of Services

The Service Provider commits to delivering exceptional services for the Client's wedding or event, as detailed in Schedule 1 of this Agreement. The key service categories include:

1. Event Planning: The Service Provider engages in initial and ongoing consultations with the Client to grasp their vision, preferences, and specific event requirements. They develop a structured timeline covering all significant activities and coordinate with other vendors for a cohesive event. On the day, they oversee proceedings, ensuring adherence to the timeline and prompt problem-solving.

2. Music Playback: The Service Provider curates playlists to enhance different phases of the event. This includes a curated playlist for the cocktail hour, background music during dinner, and a lively mix for the reception or event, incorporating both client-preferred songs and Service Provider-curated tracks.

3. Master of Ceremonies: The Service Provider takes charge of making crucial announcements and collaborates with other vendors to ensure a smoothly run event. This involves guiding guests through pivotal moments and handling venue housekeeping announcements.

4. Equipment & Setup: The Service Provider ensures early arrival and setup of high-quality sound and lighting equipment tailored to the venue and event requirements. Post-event, they efficiently tear down the setup with minimal disruption to guests.

5. Music Selection & Playlist: The Service Provider adds a personal touch by incorporating the client's song list and crafting playlists that adapt to the audience's vibe and overall demographic.

6. Special Requests & Interaction: The Service Provider actively engages with the audience, taking and integrating song requests to match the event's ambiance. They also execute special dedications or shout-outs as requested by the Client.

Both parties acknowledge that the specifics in Schedule 1 form an integral part of this Agreement, detailing custom services, specific songs, and times.

2. Agreement Terms

This agreement becomes effective on the specified Contract Date outlined in Schedule 1 and remains in force until the completion of all services, unless terminated earlier as per its provisions.



The Service Provider commits to delivering nominated services on the event date(s) listed in Schedule 1 and any additional dates agreed upon in writing by both parties and added to Schedule 1.

Either party can terminate this Agreement with notice, as specified in Article 5, in the event of a material breach by the other party. Survival clauses, pertaining to Confidentiality, Indemnification, Limitation of Liability, and Governing Law & Jurisdiction, continue beyond termination and/or completion.

3. Compensation & Payment Terms

1. Total Compensation: The Client will compensate the Service Provider as specified in Schedule 1, covering all services, including equipment setup, performance, and teardown. Additional charges may apply if needed.

2. Deposit: Upon Agreement execution, the Client must submit a deposit (as outlined in Schedule 1) to confirm services, offsetting against the final total due.

3. Balance Payment: The remaining balance, calculated by deducting the deposit from the total compensation in Schedule 1, is due at least 14 days before the event.

4. Additional Charges (detailed in Schedule 1):

- Public Holidays: 15% surcharge
- Accommodation: Required for services exceeding 1.5 hours travel; cost covered by the client.
- Equipment Transport: Quoted and charged for destination weddings or remote events.
- Custom Music: \$75.00 fee for creating custom pieces.
- Overtime Charges: \$200 per hour or fraction thereof.

5. Invoicing and Payment: Invoices follow Schedule 1's payment schedule. Late payments incur a fee of \$30 or 2.5% of the outstanding sum per week, whichever is larger.

6. Notification of Additional Charges: The Service Provider informs the Client in writing (e.g., via email) of anticipated additional charges before incurring them, requiring the Client's written agreement.

4. Refund Policy

1. Full Payment Prior to Cancellation (More than 7 days before event): If the Client cancels before 7 days of the event, a full refund is issued, excluding the non-refundable deposit stated in Compensation & Payment Terms.

2. Partial Payment Prior to Cancellation (Within 7 days of event): Within 7 days of the event, a 50% retention of the total fee covers administrative costs. The remainder, minus the non-refundable deposit, is refunded to the Client.

3. Cancellation due to Force Majeure: In unforeseen circumstances (e.g., natural disasters, government restrictions, or force majeure events, including pandemics like COVID-19), the Service Provider offers a full or partial refund or rescheduling option, per the Cancellation & Termination terms.

4. No Shows: If the Service Provider fails to appear without a valid reason, the Client is entitled to a full refund.

5. Method of Refund: Refunds follow the original payment method and are processed within 7 business days of cancellation.



6. Amendments to Booking: Reductions in services or time are subject to refund conditions based on the original booking's value.

5. Cancellation & Termination

1. Client Cancellation:

- Notification: Client must provide cancellation notice in writing.
- Deposit: Non-refundable deposit compensates for lost opportunities and preparations.
- Additional Costs: Client incurs costs for event-specific expenses after cancellation and any fees forfeit as per Article 4.

2. Service Provider Cancellation:

- Notification: Rare cancellations due to unforeseen circumstances prompt immediate notification.
- Refunds: Full refund of any payments made by the Client including Deposit
- Alternative Arrangements: Service Provider may assist in finding alternatives, not guaranteed.

3. Termination for Breach: Either party can terminate for material breach with a 14-day cure period.

4. Force Majeure: Both parties not liable for delays due to uncontrollable events; discuss alternative arrangements if cancelled.

5. Effects of Termination: Upon termination, Service Provider returns payments for unrendered services, deducting costs and any forfeited fees.

6. Cancellation due to COVID-19:

- Government Mandates: Reschedule without penalty if COVID-19 mandates affect the event.
- Safety Concerns: Prompt communication for concerns; seek mutually agreeable alternatives.
- Refunds: If rescheduling isn't possible, full refund to the Client, minus event-related costs.
- Notification: Ongoing communication on COVID-19 concerns is crucial.

6. Performance Dates & Venue Terms

1. Performance Schedule: The Service Provider is scheduled for entertainment services on the date and times in Schedule 1. Extensions, if requested by the Client, may incur additional charges per Compensation & Payment Terms.

2. Venue & Access: Venue details, including address and setup area, are in Schedule 1. The Client ensures unobstructed access and provides suitable parking. Security/administrative personnel are notified of the Service Provider's authorized attendance.

3. Facilities & Utilities: The Client ensures the venue has required utilities and adheres to Technical Rider specifications communicated before the event, outlined in event specifications.

4. Safety & Security: The Client ensures a safe venue for the Service Provider and safeguards equipment. Security concerns are discussed beforehand and detailed in the Technical Rider if applicable.

7. Technical & Equipment Protection

1. Equipment: The Service Provider supplies necessary equipment outlined in the Technical Rider, including turntables, sound mixers, speakers, microphones, and lighting systems.



- 2. Venue Compatibility:** The venue must meet Technical Rider specifications, covering power outlets, stage dimensions, acoustics, and dedicated setup spaces as detailed in event specifications.
- 3. Setup & Teardown:** Efficient venue access for equipment setup and teardown, with precise timings in the Technical Rider, ensures smooth operations.
- 4. Safety and Care:** Equipment adheres to safety standards; the Client ensures a hazard-free environment, following precautions in the Technical Rider.
- 5. Collaboration with Venue Technicians:** Smooth cooperation with venue technicians is expected, with guidelines detailed in the Technical Rider if applicable.
- 6. Responsibility:** The Client ensures a safe environment for equipment setup, usage, and storage during the event, acknowledging the Service Provider's valuable equipment.
- 7. Damages and Losses:** Client compensates for damaged, lost, or stolen equipment due to their actions or negligence, as outlined in the Technical Rider.
- 8. Security:** The Client prevents unauthorized access to equipment, especially when not in use.
- 9. Interventions:** Only the Service Provider or authorized representatives handle the equipment, ensuring proper operation.
- 10. Insurance:** While not mandatory, the Client is recommended to consider event insurance covering potential damages to third-party equipment, including the Service Provider's.

8. Limitation Of Liability

- 1. General Limitation:** The Service Provider's liability to the Client, whether in contract, tort, or otherwise, is limited to the total amount paid by the Client under this Agreement, as permitted by applicable law.
- 2. Exclusion of Consequential Damages:** The Service Provider is not liable for indirect or consequential losses, such as loss of profit or business opportunity, arising from this Agreement.
- 3. Event-Specific Limitation:** The Service Provider is not responsible for disturbances beyond their control (e.g., power outages, venue malfunctions, third-party interferences) impacting entertainment services' quality or timing.
- 4. Acknowledgment of Risks:** The Client acknowledges inherent risks in events and entertainment. The Service Provider is not liable for injuries or damages resulting from such risks, unless directly caused by the Service Provider's negligence or intentional misconduct.

9. Indemnification

- 1. By the Client:** The Client indemnifies the Service Provider from liabilities, damages, or losses related to injury or property damage resulting from the Client's negligence, misconduct, or breach. The Client covers reasonable attorney's fees and costs.
- 2. By the Service Provider:** The Service Provider indemnifies the Client from liabilities, damages, or losses tied to injury or property damage resulting from the Service Provider's negligence, misconduct, or breach. The Service Provider covers reasonable attorney's fees and costs.
- 3. Notice of Claim:** Both parties promptly inform each other of any relevant claims or legal proceedings. The indemnifying party has control over defense and settlement, but the indemnified party may participate at its own expense.



4. Cooperation: Both parties cooperate in defending claims, providing necessary assistance, including documents and information.

5. Limitation: Indemnification excludes liabilities due to the indemnified party's gross negligence or willful misconduct.

10. Independent Contractor Statement

1. Relationship of Parties: The Client and Service Provider affirm an independent contractor relationship, void of partnership, joint venture, or employer-employee ties.

2. Autonomy in Performance: The Service Provider exercises independent judgement and expertise in service delivery methods, with no obligation to alter typical routines, except for mutually agreed-upon specifics.

3. Benefits & Taxes: As an independent contractor, the Service Provider receives no Client benefits. They bear sole responsibility for taxes, withholdings, and obligations, excluding benefits provided to Client employees.

4. Representation: The Service Provider does not represent themselves as a Client agent and refrains from making agreements or representations on the Client's behalf.

11. Warranty

1. Performance Assurance: The Service Provider assures professional and workmanlike services in line with industry standards.

2. Non-Infringement Commitment: The Service Provider guarantees non-knowing infringement on third-party intellectual property or rights while delivering services.

3. Limited Warranties: Except as explicitly stated, the Service Provider offers no other warranties, be they express or implied, such as merchantability, fitness for a purpose, or non-infringement.

4. Correction of Services: If services don't meet warranted standards, the Service Provider, at their discretion and expense, will repair, re-perform, or refund fees—providing the Client's sole remedy.

5. Notification Requirement: The Client must notify the Service Provider in writing within 7 days of non-conforming services for the remedies in this clause to apply.

12. Governing Law & Jurisdiction

1. Legal Effect and Understanding: This Agreement is legally binding and enforceable, with both parties acknowledging the opportunity for independent legal advice and a comprehensive understanding of their commitments.

2. Governing Law: The Agreement, encompassing its formation, interpretation, validity, performance, and dispute resolution, is governed by Illinois law, irrespective of conflict of laws principles.

3. Jurisdiction: Both parties exclusively submit to Illinois courts, including federal courts within its jurisdiction, for any legal dispute resolution, with no challenges to venue or jurisdiction.

4. Consent to Service: Service of process is accepted by each party via registered mail or courier with proof of delivery, preserving the right to use other lawful methods.



13. Amendments

- 1. Written Consent and Amendments:** All changes, modifications, or amendments to this Agreement require written and signed consent from both parties. Such documents must specify the nature of the change, adjustments in fees, and alterations in schedules or deliverables.
- 2. Oral Agreements:** Oral agreements do not impact the terms of this Agreement unless reduced to writing and signed by both parties.
- 3. Prevailing Document:** Once signed, any amendment becomes part of this Agreement and prevails over the original document in case of inconsistencies.
- 4. Automatic Amendments:** If any provision becomes illegal, invalid, or unenforceable in a jurisdiction, it won't affect the validity elsewhere. The agreement remains enforceable with the affected provision either modified or excluded in that jurisdiction.

14. Entire Agreement

- 1. Complete Agreement:** This Agreement, including annexures, schedules, or exhibits, is the sole agreement between the parties, replacing all prior oral or written negotiations and understandings.
- 2. No Reliance:** Each party acknowledges not relying on any representation, warranty, or assurance, except as expressly outlined in this Agreement.
- 3. Prevailing Document:** In case of any inconsistency, the main body of this Agreement prevails over annexures, schedules, or exhibits, unless expressly stated otherwise.
- 4. Amendment Requirement:** Any amendment, modification, or variation must be in writing and signed by both parties, adhering to the outlined Amendment clause.

15. Waiver

- 1. Waiver and Rights:** The failure or delay of either party to enforce any right under this Agreement does not constitute a waiver, nor does it limit the right's future enforcement.
- 2. Written Waiver Requirement:** Waivers of agreement terms are effective only if made in writing and signed by the waiving party. A written waiver of one breach doesn't waive subsequent breaches.
- 3. Cumulative Rights:** Rights, powers, and remedies in this Agreement are cumulative, not exclusive of those provided by law. A partial exercise of any right does not limit further exercise of that or any other right.

16. Agreement Sign-Off & Declaration

This declaration formalizes the understanding between Service Provider and the Clients regarding the Entertainment Services Agreement. Both Parties confirm:

- 1. Comprehensive Review:** Thorough examination of the main agreement, Schedule 1, and Technical Rider, with the opportunity for clarification on any unclear terms.
- 2. Understanding of Commitments:** Acknowledgment of the Service Provider's commitment to specified entertainment services and the Client's corresponding responsibilities.
- 3. Technical Adherence:** Recognition of the importance of adhering to Technical Rider specifications for optimal performance.




4. Binding Nature: Affirmation that the Agreement, Schedule 1, and Technical Rider are binding, requiring written consent for modifications.

5. Entire Agreement: Confirmation that this declaration, along with the Entertainment Service Agreement and related documents, constitutes the entire agreement, superseding any other agreements, promises, or understandings.

6. Signatures: By endorsing this Agreement, both parties openly acknowledge and confirm their comprehension of, and agreement to, all terms and conditions set forth in this document. Both Parties further recognize that there are no additional agreements or promises beyond the scope of this document influencing the subject matter of this Agreement. Additionally, both Parties are cognizant that exhaustive and detailed terms of service are accessible at www.yourwebsite.com. This Agreement presents condensed versions of each clause for ease of reference. Through their signatures, both Parties assert having read, comprehended, and consented to be bound by all articulated terms and conditions.

Service Provider:

John Hancock, Owner of Lumos Chicago

Signature:  **Date:** _____

Client:

Reena Patel

Signature: _____ **Date:** _____

*** DETAILS ATTACHED TO THIS SIGNATURE PAGE ***



Schedule 1

By signing this agreement, the Client acknowledges and agrees to the terms set forth above and ensures that all details provided in Schedule 1 are accurate and complete.

Item 1

Service: Basic Backyard Party Package

Item 2

Contract date: *(upon signing)*

Item 3

Event date: Saturday 15th July 2023

Item 4

Event time: 13:00 to 17:00

Item 5

Event location/venue address: Mona's House
770 Par Drive,
Algonquin, IL 60102

Item 6

Services duration: 4 hours

Item 7

Set up time from: 1 hour before start time

Item 8

Total cost of services: \$300

Item 9

Additional charges accrued *(if required)*: N/A

Item 10

Total cost: \$300 inclusive of any taxes and fees

Item 11

Deposit: \$45 (15%) due no later than Wednesday 31st May 2023.

Item 12

Balance amount: \$255

Item 13

Balance due date: Friday 14th July 2023

Item 14

Special or additional requests: N/A



Technical Rider & Event Specification

By signing this agreement, the Client acknowledges and agrees to uphold the equipment and technical terms and will particularly ensure adherence to the key stipulations detailed in the Technical Rider.

Item 1

Equipment supplied by service provider: This is a basic package for small backyard parties.

Item 2

Additional equipment supplied by service provider: N/A

Item 3

Additional requirements of service provider: N/A

Item 4

Venue and performance space requirements: Minimum of 15 Amp (1700 watts) with at least 2 dedicated circuit outlet points
Reliable power source within 6 feet of performance area
Minimum performance area of 8 x 10 foot area
Designated parking space and access to a loading area
Access to venue minimum 2 hours prior to event for set up
Access to venue minimum 1 hours for take down after event

Item 5

Additional requirements of venue: N/A

Item 6

Requirements of client: Attend pre-event meeting(s)
Provide playlist direction for key songs for the event.
Provide proposed floor plan of venue
Safe and sheltered performance area
List of key persons/decision makers for event

Item 7

Additional requirements of client: N/A