

ULTIMATE ENTERTAINMENT Iowa LLC, ARTIST CONTRACT

The Contract is made and entered into on Fri May 24, 2019 by and between Ultimate Entertainment Iowa LLC, party of the first part (the Artist) and Sheri Crandall, party(s) of the second part (the Purchaser), for the performance by, and the personal services of the Artist, and is subject to the terms and conditions herein set forth:

Engagement Location: Linn-Mar HS Gym - Enter door #9 for set up	Date of Engagement: 5/16/2020
Time(s) of Engagement: 7:00 pm to 11:00 pm	Type of Event: Linn Mar Prom
Travel Fee: \$0.00	Deposit Amount: \$0.00
Additional Charges: \$0.00	Contract Total: \$595.00
Discount: \$0.00	Remaining Balance: \$595.00
Booked by:	Referred by: Google

Please sign and return your contract on or before . If you are unable to return the contract by that date, please call us so we can extend your due date. We want to help you as much as possible.

TERMS AND CONDITIONS

- Agreement of the Artist of performance is subject to determination by accident, act of God or conditions beyond the Artist's control. Such as car accidents, vehicle breakdown, flooding, storms, road conditions, et all. Artist will not be held responsible for issues out of their control such as late arrival for example
- Purchaser and Artist further agree that , except as provided in the paragraph above, this contract is not subject to cancellation unless both parties hereto have agreed to such cancellation in writing and such written cancellation is delivered to the Artist at least 30 days prior to the contracted date. Cancellation within 30 days of the event will result in the full balance being due.
- For the true and faithful performance of all the covenants and agreements herein mention, the Purchaser and the Artist bind themselves each unto the other in the penal sum of the amount set forth in the Contract as liquidated damages to be paid by the failing party.
- This instrument contains the entire agreement between the parties and no oral statements, promises or inducements made by any party hereto or agent or representative of either party hereto, which is not contained in this written contract, shall be valid or binding and this contract shall not be enlarged, modified, or altered without the direct permission of Ultimate Entertainment.
- Any adjustments in times / prices or packages made after this contract is signed will be considered "included" in this agreement and will be reflected in the clients On Line Portal and confirmed via email from the Artist.
- Any agreed changes or updates such as time, price and location or including uplighting or any other options added after this contract is signed that is made via email or over the phone will be considered part of the contract
- The person executing this contract on behalf of each party represents and warrants that he or she is of legal age and has the authority to enter into this agreement. Should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability for payment to the Artist under the terms of this contract
- The Purchaser shall be responsible for supervising behavior of people attending the performance. If a guest of the Purchasers behavior becomes intolerable, and after calling this to the attention of the Purchaser and said condition is not corrected, the Artist has the right to end the performance without refund and payment in full is required.
- Cost of repair/replacement of equipment as a result of audience or guests of Purchaser, theft, or fire in the venue not covered by either the Artists or Venues insurance will be the responsibility of Purchaser
- The Purchaser is allowed to change times or packages of this signed contract up to 30 days before the event with **Permission of the Artist**. Pricing may be adjusted to reflect changes.

- Refunds of any kind including deposits or complete payments are provided only at the discretion of Ultimate Entertainment
- Purchaser and Artist agree that receipt of this signed contract and the commencement of performance shall be confirmation of all terms of the contract
- In the case of any outdoor ceremonies or receptions, Ultimate Entertainment reserves the right NOT to play in case of any conditions that may harm the equipment just as rain of any kind, fog, snow or any other possible situations where the equipment could be damaged. Clients will need to provide a dry back up plan just in case.

By signing this agreement, both parties agree to the terms listed within

<u>Purchaser:</u>	<u>Artist:</u>
Name: Sheri Crandall	Name: Ultimate Entertainment Iowa LLC
Address: 3111 N. 10th St. Marion, IA 52302	Address: 6322 University Ave. Ste. E Cedar Falls, IA 50613

Date: _____ Date: _____

Signature: _____ Signature: _____

Signature

To electronically sign this document simply provide your full name and press [Digitally Sign]
 Today's date: **Friday 05/24/2019** - Your Full Name: Digitally Sign

Date

Client Signature

Date

Ultimate Entertainment Signature