NATIONAL EVENT PRODUCTIONS

 PO Box 340713 , Columbus, Oh 43234

 614-203-5935 info@nationaleventproductions.com

ENTERTAINMENT SERVICES AGREEMENT made this \_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Purchaser”) and National Event Productions (“servicer”). Thank you for selecting National Event Productions. It is our pleasure to provide entertainment for your

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ event on the date of\_\_\_\_\_\_\_\_\_\_\_\_\_ at the following location:\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The fee that both parties have agreed upon is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. With a start time of\_\_\_\_\_ am/pm and an end time of \_\_\_\_\_\_\_ am/pm. A minimum 50% ***non-refundable*** consultation fee is required to secure National Event Productions’ services, advice, prepping and participation leading up to and day of event services. Thus, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must be paid to secure further services. Purchaser shall pay the balance remaining a minimum of 15 days prior to the event date, unless other arrangements are made. In the event of late payment, a fee of $50 starting on the date of service will be added to the the total of the unpaid balance every 30 days until balance is paid in full. In the event of non-payment, DJ may refuse to perform until payment terms are abided by without penalty to DJ. Purchaser understands that each hour beyond the agreed upon times in this contract will be an additional $\_\_\_\_\_\_\_\_\_\_\_\_ per hour.

*The designated point of contact for this event is:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Purchaser understands that all changes and requests regarding times, entertainment, announcements and any concerns must come from the ONLY from the designated point of contact. All other requests will not be honored or will be attended to at the servicers discretion to ensure that the event proceeds as planned, by the Purchaser and the Service provider.

 The following terms and conditions apply to this agreement:

\*All National Event Production personnel will be given a minimum 6ft distance at all times. Everyone has different levels of comfort and safety, and we are relentlessly dedicated to the safety of our families, guests and communities. This is the 1st for a reason and if it can’t be guaranteed prior to the event or isn’t handled appropriately and rapidly if it occurs at an event Servicer will cease service and leave the event.

\* Servicer is an independent contractor and not an employee of purchaser. Duties include coordination, timeline and only services agreed on by both parties. Servicer does not work for a 3rd party before or at event and is only obligated to deal with the
“Point of Contact” named above. Jason Nestor would have to agree to any change in “Point of Contact” or contract is void.

\*National Event Productions shall have access to the event at least 3 hours before event start time to set up and test equipment, etc. and will not be responsible for timeline deviations if not available.

\*Purchaser agrees that any change in timeline, point of contact, venue or date immediately voids this contract and all monies paid.

\* Purchaser shall provide one six-foot table; access to bathroom and water source; a dedicated power source; appropriate weather protection/shelter; and vendor meal shall be provided IF NO MEAL IS PROVIDED the servicer will be permitted to find a reasonable location to eat food and any issues that are created of the absence of the entertainer because of the performer’s meal are the responsibility of the Purchaser

\*Purchaser agrees to National Event Productions taking video and photos to use for marking materials/online, social media and any other public domain.

\* If the purchaser cancels this contract less than 30 days prior to the scheduled performance, then the purchaser will be liable for the entire balance.

\*If the purchaser cancels this contract more than 30 days prior to the scheduled performance date, then the purchaser shall forfeit all consultation fees, hold the date and equipment deposits made to National Event Productions.

\* National Event Productions uses and maintains equipment of the highest quality, however in the unlikely event that time is lost due to DJ’s equipment malfunction Purchaser will be refunded the portion of the total amount corresponding to the time lost and equipment issues. This is the extent of National Event Productions’ liability.

\* Servicer will provide a copy of its insurance certificate upon request which covers all facilities requirements

\* Purchaser acknowledges that National Event Productions may arrange for other independent contractors to cover the event and acknowledges that National Event Productions will not hold any responsibility for any actions, interactions, damages, performance issues caused by an independent contractor

\* In the event that the booked performer or equipment is unable to function properly the date of event the servicer will provide a suitable replacement based on Jason Nestor’s opinion. If National Event Productions is unable to provide a suitable replacement Purchaser will receive fair compensation for lost services within FIVE days of the event

\* Servicer shall at all times have complete supervision, direction and control over the services of its personnel and equipment on this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished

\* **ANY** circumstances the Servicer deems a threat or implied threat of injury to any National Event Production representative or any property the Servicer reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether National Event Productions resumes the event. It is understood and agreed that the Purchaser agrees to provide crowd control/security if warranted and the Service provider has the right to decide if they perform based on the actions taken for protection and performer’s personal safety.

\* Purchaser will be ***100% liable*** for any loss or damage to any equipment belonging to National Event productions that is caused at the Purchaser’s event.

\*No live animals within 15ft of any National Event Production performer or Property.

\*We work very hard to make sure that each client is satisfied and that each event is a success. No one’s perfect and for this reason Purchaser agrees that any complaints, suggestions or concerns be directed to Jason Nestor. Purchaser agrees to not write reviews or discuss anything negative regarding a below standard experience until Jason has been involved and has exhausted all efforts to remedy the situation.

 \* Purchaser agrees that National Event Productions has a right to decide if weather accommodations are appropriate for the safety of equipment and National Event Productions personnel and if unable to create adequate conditions Servicer has the right to **NOT** perform or endanger property. THIS IS NON-NEGOTIABLE – NATIONAL EVENT PRODUCTIONS MAKES THE DECISION. If the National event productions personnel is pressured, persuaded, intimidated, bullied, made to feel guilty or any negative atmosphere because a professional decision was made based on the safety of property or their person, they will have the right to cease the event and Purchaser will be responsible.

\*Purchaser agrees National Event Productions is not responsible for Acts of God/Pandemic/Weather/etc. and is not liable for any refund if unable to provide service. \* This agreement shall be considered to have been made in the State of Ohio and shall be interpreted, with rights and liabilities determined, in accordance with the laws of said State. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions. This contract constitutes the entire agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Jason Nestor. This contract may not be modified unless amended in writing and signed by the parties hereto. This contract must be signed by someone 18 years of age and older. The purchaser shall be liable for all costs, including collection fees resulting in an “insufficient funds” check, damaged equipment and reasonable attorney’s fees and costs incurred in enforcing this contract. This contract shall be rendered void unless a signed copy of this agreement.

*Please make checks payable to Jason Nestor. Alternative payment methods are available, including PayPal, Venmo, and Credit Card.*

 THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby:

 Purchaser(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Jason Nestor

National Event Productions