

Chris James Entertainment has established the following as our terms for Payments and Refunds. Please use these terms as a reference to any question that you may have concerning payments and refunds. If for any reason a question or concern arises that is not covered, please feel free to contact us. We will gladly answer it in a prompt and professional manner.

Our policies are subject to change without notice.

Terms are as follows:

- \$200.00 nonrefundable deposit is required unless other arrangements have been made. Payable by cash, credit card, check or money order. All Payments must be made payable to Chris James Entertainment.
- An engagement is not considered "Booked" until a signed contract and deposit have been received or other arrangements have been made.
- All deposits are NON-REFUNDABLE but are TRANSFERABLE** to another date and/or time.
- Transfers must be made within 14 days of request to guarantee entertainer assigned.
- Deposits are not required for any and all school events, civic and non-profit organizations and prom formals. The signing of a contract will be required
- Any changes in time of event or entertainer will be handled on a case by case basis.
- Balance will become due by or on the date of event.
- For any future booking consideration, your entertainer(s) must be booked through Chris James Entertainment.
- Overtime: If an entertainer is asked for overtime on the day of the event, the fee will be \$100.00 per hour over the contracted time.
- Chris James Entertainment will perform within a 50-mile radius of Myrtle Beach, SC at no additional fee. Outside of this area, travel charges may be required.

Unforeseen circumstance or cancellations:

- In the event of an unforeseen circumstance or circumstances that prevents the contracted entertainer from performing at the contracted event. An entertainer with equal or more experience can be substituted that is acceptable by the contracted parties. Otherwise the deposit shall be refunded.

- A 14-day notice is required for cancellations of any kind. Any cancellation made without a 14-day notice is subject to a cancellation fee. 50% of the remaining contract balance will be due.
- Resort Pool Party Rain Clause: If it is a rain out and we can't move the party inside, we won't charge for the entertainment. Furthermore, we won't charge for the entertainment If the threat of rain is severe and notice is given by 10:30 am. Rained out days may be made up at a future date. There may be a \$50.00 cancellation charge If a cancellation notice is not given and the artist is onsite.
- **Force Majeure**. In the event the show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Artists, no portion of balance is due, and the parties may negotiate a substitute show on the same terms as original agreement, same for the time of show, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

SUB CONTRACTORS:

- All Sub Contractors are required to be licensed and insured.
- All Sub Contractors are subject to a net 30 payment terms.
- All Sub Contractors must provide a W-9

DISPUTES:

- **Indemnification**. Notwithstanding the availability and policy limits of any insurance the Client, shall defend, indemnify and hold harmless the Artist and its, officers, agents, representatives, employees, members and guests ("Indemnified Parties") against any claims made or legal actions brought against any Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Artist's performance or failure to perform pursuant to this Agreement, except where the Liabilities are the result of the Indemnified Party's own direct and sole negligence. Clients' obligation shall include the cost of the Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion, or expiration of our Agreement.

- **Arbitration settles disputes.** All claims or disputes by either party from or under our Agreement will be submitted to arbitration. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in an arbitration award.
- **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.
- **Interpretation.** Agreement will be interpreted according to the laws of South Carolina.
- **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is agreed to by the Parties. All riders must be in writing and signed by the party against whom enforcement is sought.
- **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment of the terms of this agreement shall be binding unless reduced to writing and signed by Client and Artist.

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