



Mystica Entertainment Service Contract

AGREEMENT made this day of , 20 , by and between the Purchaser
, and Mystica Entertainment (Provider).

(Venue):
(Address): (City):
(Province): (Postal Code):
(Contact Phone #): Contact Name:

Mystica Entertainment agrees to render professional services and is at all times to have complete control of their program at the above location and below date/times. No guarantee is made as to Mystica Entertainment's time of arrival; however, Mystica Entertainment must be permitted a minimum of 1.5 hours before the engagement and 1 hour after the engagement for setup and takedown. Additional time may be required for larger performances.

Date(s):

Start Time (s): AM/PM

Finish Time(s): AM/PM Total Time: Hours

1. (a) The Purchaser will indemnify Mystica Entertainment from the time of service and on into the future, against any and all liability associated with **Purchaser**. Purchaser MUST provide proof of EVENT INSURANCE 30 days prior to event.

(b) The **Purchaser** shall at all times have direction and supervision of the performance of Mystica Entertainment at this engagement. All contact must be made between Mystica Entertainment and the client ('s) or event planner. Other person's requests will not be accepted to ensure adequate flow of the event.

2. The agreement of the **Provider** to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by the **Provider** to find replacement entertainment at the agreed upon fees. Should the **Provider** be unable to procure a replacement, the **Purchaser** shall receive a full refund.

3. **Photo Booth Service:** Occasionally, service operations may need to be interrupted for maintenance (for example, but not limited to; changing photo paper, adjusting camera, adjusting printer, and other related maintenance functions relevant to the event).

4. **Photo Booth Service:** Mystica will include a digital copy of all photos taken during the agreement outlined above. If the printer fails, all photos will be printed after the event and sent to the client free of charge.

5. **DJ Service:** Shall consist primarily of providing musical entertainment by means of recorded music format and/or special effects lighting. Emcee Services, additional rentals, videos, or custom audio must be agreed upon 14 days prior to the event.

6. A written music request list must be forwarded to Mystica 2 weeks prior to the date of engagement for it to be included in the event program. Mystica will attempt to play all music requests received but shall not be held responsible if certain selections are unavailable. Mystica will attempt to play clean music only out of respect to age appropriate events.

7. If the **Purchaser** requires Mystica Entertainment to complete setup more than 2 (two) hours before the start time, or to postpone takedown more than 1 (one) hour after the end time indicated, the additional time will be charged at the rate of **\$75.00 + GST** per hour, or **\$150.00 + GST** flat rate per day.

8. In the event of threatening circumstances or implied threat of injury or harm to Mystica Entertainment's employees or equipment, **Mystica Entertainment and their employees reserve the right to cease performance**. Should the Purchaser be able to resolve the threatening situation then Mystica Entertainment shall resume performance in accordance with the original terms of this agreement. The Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or not. In order to prevent equipment damage and/or liability arising from accidental injury or death to any individual attending this performance, Mystica Entertainment reserves the right to deny any individual any equipment.

9. Engagements within 50 KM of The City of Edmonton legal limits will not be assessed a travel charge. Services requiring travel outside of this area will be charged at **\$0.75/KM** one way. Engagements in excess of **100 Kilometres**, from The City of Edmonton legal limits, will require accommodations be made for Mystica, including an overnight stay in a local hotel/motel provided by the Purchaser.

10. Overtime requests that exceed the time frame outlined in this agreement will be charged at the rate of **\$100.00 + GST**/hour for DJ and Photo Booth services, payable the day of the engagement, based on your service providers availability, before service is extended. Overtime is NOT guaranteed on the day of the event. Service time may be limited by the confines of your **Venue** agreement.

11. Mystica Entertainment requests **easy** ramp or elevator access between the parking/service entrance and the setup area. If Mystica is required to carry equipment up stairwells and/or be required to lift equipment onto an elevated stage in order to reach the setup area, additional labour will be charged at a rate of **\$75.00/Hour + GST**.

10. It is understood that outdoor events are "Rain or Shine". Mystica Entertainment's compensation is in no way affected by inclement weather. The **Provider** reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to the company, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions.

All outdoor performances require provided adequate shelter, or to be rented for \$150.00 + GST through Mystica Entertainment.

11.(a). The Photo Booth Services Fee of \$ + GST for the time frame outlined above.

(b). The DJ Services Fee of \$ + GST for the time frame outlined above.

(c). Décor & Design Fee of \$ + GST for the time frame decided.

12. A non-refundable reservation fee, (**50%**) of \$ required to secure Mystica Entertainment's services on the date agreed upon. This amount shall be applied toward the Final Payment. **Non-payment of the reservation fee WILL NOT GUARANTEE YOUR ENGAGEMENT DATE** and reserves Mystica Entertainment the right to accept other reservations for the engagement date noted above without being held liable for no-show and/or lack of communication.

13. The **Purchaser** is responsible for the remainder of the Services Fee **7 days prior to the event**. Non-payment of the Final Payment at this time will **nullify all requirements by Mystica Entertainment to continue with said obligations in this agreement, but will NOT revoke responsibility of the Purchaser to provide payment in full, as per this agreement.**

14. In the event of non-payment, **Mystica Entertainment** retains the right to attempt collection through the courts. The **Purchaser** will be held responsible for all court fees, legal fees, and collection costs incurred by **Mystica Entertainment**. The **Purchaser** shall be charged a \$50.00 service charge for each declined cheque and/or payment method, plus any additional 3rd party collection fees. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

15. **All deposits are non-refundable** unless the **Provider** cancels the engagement. In the event that **Mystica Entertainment** must cancel the engagement, a full refund of the deposit will be issued. Special circumstances, at the sole discretion and determination of the **Provider**, may be taken into consideration.

16. The **Purchaser** is responsible for paying any charges imposed by the **Venue**. These charges may include, but are not limited to; cover charge, coat check, parking, use of electric power, and fire marshal if necessary (for use of fog).

17. The **Parties** agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the **Purchaser** breaches the contract, he or she shall pay the **Provider** the amount set forth above as "Wage agreed upon" as liquidated damages, plus a 10% interest thereon, plus a reasonable attorney's fee. In the event of suit involving or relating to this agreement, the **Purchaser** agrees that venue will be in The Province of Alberta.

Additional Terms and Conditions

1. The **Parties** agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the **Purchaser** breaches the contract, he or she shall pay the **Provider** the amount set forth above as "Wage agreed upon" as liquidated damages, plus a 10% interest thereon, plus a reasonable attorney's fee. In the event of suit involving or relating to this agreement, the **Purchaser** agrees that venue will be in The Province of Alberta.

2. **Mystica Entertainment** shall not be held liable for any action arising from or in connection with any individuals not directly affiliated with **Mystica Entertainment**. Furthermore, the party(s) contracting with **Mystica Entertainment** agrees to assume full responsibility for any and all damages caused by themselves or their guests involving any of **Mystica Entertainment's** person's or property.. This includes any damage or theft caused by, but not limited to; the **Purchaser** or guest, members of his/her organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

3. The **Purchaser** shall provide **Mystica Entertainment** with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup. **Mystica Entertainment** requires a minimum of one 15-20-amp circuit outlet from a reliable power source and known breaker within 25 feet of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to **Mystica Entertainment's** equipment due to improper power is the responsibility of the **Purchaser**.

4. The **Purchaser** is also responsible for providing a minimum of a 6 foot long rectangular skirted table, to be used by **Mystica Entertainment** for the setup of professional media equipment.

5. By executing this contract as the **Purchaser**, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

6. This contract will supersede any other contract between the **Purchaser and Mystica Entertainment**. This contract contains the entire agreement between the **Parties** and no statement, promises, or inducements made by any party, agent, or representative of either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both **Parties** and endorsed hereon.

The laws of the Province of Alberta shall govern this agreement. The **Purchaser** agrees to defend, indemnify, assume liability for and hold **Mystica Entertainment (Provider)** harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the **Mystica Entertainment (Provider)** performance.

This agreement is not binding until signed by both **Parties** and the **Provider** has received it. Any changes must be written and signed by both **Mystica Entertainment** and the **Purchaser**. Any oral agreements are non-binding, unless received in writing and an Addendum is added.
All communication is to be sent through email, we do not guarantee communications sent through text or social media.

If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both **Parties**.

All attached riders are an integral part of this contract.

The **Purchaser** gives Mystica Entertainment the right to use the photographs and videos from the **Purchaser's** event in all forms and manners, including but not limited to Mystica's portfolio page.

No performance on the engagement shall be recorded, reproduced, or transmitted in any manner or means whatsoever. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The **Parties** hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

The **Purchaser** may not transfer this contract to another party without the prior written consent of Mystica Entertainment.

Purchaser Printed Name:

Purchaser Signature:

Mystica Entertainment Authorised Signature:

Witness (Optional):

Date:

Purchaser Address:

Purchaser Email:

Purchaser Phone Number:

Chris Poplatek, Owner, Mystica Entertainment, www.mysticaentertainment.com © 2015