

# SOS

## ENTERTAINMENT

San Diego – Los Angeles – San Jose - Las Vegas  
(800) 6321-SOS (767) - Fax (888) 425-2378

### SINGLE EVENT CONFIRMATION CONTRACT

Agreement made on 03/31/22, by and between Becca Cook is hereinafter after referred to as the "Client", and by request SOS ENTERTAINMENT referred to as "SOS".

#### **Event Summary**

**Event:** Hillcrest Sunset Event

**Date:** 05/13/22

**Time:**

**Location:** On Campus Field

**\*\*\*On-site contact name (for day of event):** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Summary of Event Services:** Video, Sound, Trussing, Food

#### **Requirements**

By executing this contract, Client agrees that he or she is at least eighteen (18) years of age, 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. This contract contains the entire Agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this written contract, shall be valid or binding.

#### **Individual Event Details**

Event details including: package contents, finalized agenda items, proposed themes, etc. may be found on documents outside of this individual agreement.

#### **Reservations and Deposits**

Client has expressed a desire to reserve the necessary equipment, fleet, crew or other services to be rendered by SOS for the event stated above. In requesting such a reservation, Client agrees to pay the reservation fee of 0. This reservation fee or "deposit" will apply towards the Final Service Fee listed below. In some instances, SOS may be required to make additional deposits and service payments on behalf of Client to an event venue or other event vendors. These payments are often a requisite part of planning and producing large events. The parties agree that in the event the Client were to cancel (after engaging) SOS Entertainment to reserve an event venue and/or service providers, SOS would sustain damages, costs and lost profits. Therefore, should Client cancel this Agreement, initial deposits or payments made to venues and/or vendors may be unrecoverable. SOS will, on behalf of Client, make their best attempt to recover any and all payments without any guarantee.

#### **Payment Requirements**

Client agrees to pay SOS the amount of 8250 for rendered services. The final Service Fee must be received in full **before the listed event date**. Payment may be made via check, cashier's check, bank transfer, cash or credit card. Late payments are subject to penalties and/or late fees. If payment is not received within 45 days of the listed event, Client agrees to pay a late fee equal to 10% of the total Service Fee. Client also agrees to pay any fees associated with collection agencies or legal costs in pursuing Service Fee(s) listed in this contract.

#### **Arrival Time, Set-up and Strike**

This Agreement guarantees SOS will be ready to perform at the start time of the engagement. No guarantee is made as to SOS' exact time of arrival; however, SOS requests that they be permitted at least 7 hour(s) before the engagement for set-up and 4 hour(s) after the engagement to remove equipment.

#### **Client Direction**

Client expressly reserves the right to control the manner, means and details of the performance and/or services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement to guarantee inclusion in SOS' programming guidelines **no later than 7 (seven) days** prior to the event.

#### **Working Condition and Guarantees**

Client will provide a safe environment for SOS to perform its services. This environment must be safe from hazards associated to physical or verbal harassment, construction, water, rain, fire, extreme temperatures, extreme sunlight, heavy dust or other elements hazardous to sensitive audio visual equipment, crew and performers. Under conditions where SOS is on-site for over four hours, the ability to access restrooms and water must be available. In the case that equipment is stored at a venue and NOT under the direct control of SOS or its employees OR while under the possession of Client, Client assumes all risk of theft, damage or injury. Client shall pay the replacement value or repair costs of all property and equipment damaged, lost or stolen while in their possession.

**Unreasonable Load-in Conditions**

Client agrees to pay applicable fees for unreasonable load-in conditions. These include, but are not limited to: transporting staging and trussing up stairs, moving heavy equipment over dirt paths when direct access for vehicles does not exist or access paths over 250' in length. Client agrees to pay for any additional cost incurred by SOS to execute such load-in and will be billed after listed event.

**Guests**

Client shall assume the risk and responsibility for Client's guests at all times. SOS can discontinue service without refund due to acts of violence, underage drinking, drug use or other illegal or unsafe activities. Client is explicitly responsible for damage caused by negligence of Client's guests. Client is also responsible for the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.

**Client and other Vendor Equipment**

SOS will not be held responsible for equipment or items belonging to Client or other Vendors not directly contracted by SOS. Client may not hang or secure items to existing SOS equipment. Client agrees to not rearrange, adjust or move SOS equipment in any way. Client also agrees to not disconnect electrical power provided to SOS at any time or connect electrical items to outlets, cables or power strips belonging to SOS, unless directly advised to do so by an SOS Representative.

**Denial or Termination of Service**

SOS reserves the right to refuse or terminate service to anyone at any time where lack of safety precaution or likelihood of abuse of equipment or personnel is evident. In the case of multiple events or ongoing service, SOS reserves the right to terminate future service Agreements if lack of safety or equipment abuse exists.

**Cancellations and Amendments**

This Agreement cannot be terminated except by mutual written consent of both the Client and SOS. In the case of cancellation, Client is required to pay any unrecoverable costs incurred by SOS after this Agreement is signed. Should Client make changes to the event date and/or time after this Agreement, Client shall be responsible for compensating SOS for all event planning, production costs, vendor cancellation fees and any additional costs associated with such change.

**Force Majeure**

Neither party shall be liable for any failure or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control. These circumstances include, but not limited to: earthquakes, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes and/or acts of any governmental body. SOS reserves the right to discontinue service during an event without refund due to damage caused by unforeseen weather conditions.

**Covid and Other Pandemics**

In the case of a regional, national or global pandemic, "stay-at-home" orders may be issued by local, state and/or federal authorities and can influence all large gatherings and events. The parties in this contract further acknowledge and agree that such orders may remain in effect, be reinstated (if earlier rescinded or cancelled), or become effected on or after any cut-off dates or cancellation deadlines set forth in this agreement. In the case pandemic event restrictions disallow the event from placing, Client will receive any and all recoverable deposits and payments.

**Limit of Liability**

SOS' liability for failure to perform in whole or in part any portion of the Agreement of services, or failure of any rented equipment to operate properly or effectively, is limited to the face value of the contract for those specific products or services. SOS shall not be responsible for any injury suffered by Client, its agents or guests either in person or on property other than by reason of the negligence or willful misconduct by any agent employed by SOS on the premises. SOS shall further have no responsibility for loss or damage to personal property of Client or its agents or guests unless due to SOS' negligence.

**Agreements**

If any provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall remain in force.

**Signatures****SOS ENTERTAINMENT**

Signature  \_\_\_\_\_

Print Name Derek Sage

Title President

Date 03/31/22

**CLIENT**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_