



*b. Special Requests.* PURCHASER MUST PROVIDE A WRITTEN EVENT/MUSIC PLANNER OR MUSIC SPECIAL REQUEST LIST AT LEAST TWO WEEKS PRIOR TO THE DATE OF THE ENGAGEMENT FOR IT TO BE INCLUDED IN WCE PROGRAM. WCE will make its best efforts to accommodate such music special request, however, does not guarantee that all requested items will be available.

*c. Time of access to Set-up Area.* To ensure that WCE will be ready to perform at the start time of the engagement, Purchaser must ensure that WCE has access to the set-up area at least two hours before the engagement to set up and two hours after the engagement to takedown the equipment. Under some circumstances, WCE may request longer access time.

*d. Safety.* In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, WCE prohibits any guest access to the sound system, music recordings, or other equipment and, upon White Chameleon Entertainment's request, Purchaser shall provide necessary personal control to ensure event guests do not attempt to touch, break, or otherwise damage equipment.

*e. Insurance.* Purchaser shall procure appropriate event insurance and add WCE as an additional insured.

## **2. Fees and Payments**

*a. Fees.* Purchaser agrees to pay the fees for the performance stated on the first page of this contract.

*b. Purchaser Responsible to Pay in Full.* Should WCEs be forced to stop early or cancel its performance because, in WCEs' sole judgment, the weather (or other natural conditions), attendees, Purchaser, or other factors appear to pose danger to personnel or equipment or because the set-up area shelter appears insufficient to protect personnel and equipment from damage during performance, Purchaser will still be required to pay full contract price to WCE.

*c. Conditional Set-up and Travel Fees.* If the venue requires setup or takedown in less than two hours, or if equipment must be carried up any stairs due to no elevator access or lifted onto a stage to reach the setup area, additional labor will be required and will be charged \$50.00. If Purchaser or venue requires WCE to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$25.00 per half-hour. Engagements within 60 miles (round trip) of WCE's business addresses will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$50 per 60 miles round trip. Engagements in excess of 250 miles will require accommodations be made for an overnight stay in a local hotel/motel for WCE to be provided by Purchaser. If WCE is required to arrange its own accommodation, Purchaser agrees to reimburse the cost (the accommodation is required to be such as to assure safety of personnel and equipment).

*d. Non-payment.* Purchaser will pay (at the latest) all amounts due on the day of the event, prior to set-up. In the event of non-payment, Purchaser will be responsible for all collections costs and fees, reasonable legal fees, and any other costs incurred by WCE to obtain payment. Purchaser shall be charged \$25 for each bounced check.

*e. Refunds.* All deposits are non-refundable. If Purchaser cancels the engagement 20 days or less before the engagement having paid no deposit, Purchaser agrees to pay the entire fee.

*f. Venue Costs.* Purchaser is responsible for paying any charges imposed by the venue in connection with this contract / White Chameleon's performance. These charges may include, but are not limited to, noise reduction/control, neighborhood notices, parking, use of electric power, crowd control/barriers, and fire marshal if necessary.

## **3. Performance**

*a. Conditions.* In the event any site condition, in WCE's sole judgment, pose a threat of injury or harm to WCE personnel or equipment or other property, WCE reserves the right to pause performance. If the Purchaser remedies the adverse condition within a reasonable amount of time (maximum of 15 minutes), WCE shall resume performance. No extension of time corresponding to the pause will be given unless agreed to otherwise. If Purchaser does not remedy the adverse condition(s), WCE is entitled terminate performance and treat the contract as cancelled by Purchaser and subject to full payment.

*b. Force Majeure.* WCE's performance is subject to obstruction of access to the set-up area or venue, proven detention by accidents, riots, strikes, epidemics, or any other conditions beyond its reasonable control. If such circumstances arise, all reasonable efforts will be made by WCE to find replacement entertainment at the agreed upon fees. Should WCE be unable to procure a replacement, Purchaser shall receive a full refund.

*c. Inclement Weather.* The engagement is a "Rain or Shine" event. Notwithstanding, should WCE be forced to stop early or cancel its performance because, in WCE's sole judgment, the weather (or other natural conditions) appear to pose danger to personnel or equipment or because the set-up area shelter appears insufficient to protect personnel and equipment from damage during performance, Purchaser will still be required to pay full contract price to WCE.

**Initials: Purchaser** \_\_\_\_\_

**White Chameleon Entertainment** \_\_\_\_\_

**4. Liability, Indemnification**

PURCHASER SHALL BE LIABLE FOR ANY INJURY OR DAMAGE TO PROPERTY OF WCE, IN CONNECTION WITH THIS CONTRACT, THAT IS NOT CAUSED ENTIRELY BY WCE. PURCHASER AGREES TO DEFEND, INDEMNIFY, ASSUME LIABILITY FOR AND HOLD WCE HARMLESS FROM ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES BY OR TO ANY PERSON WHICH PERTAIN DIRECTLY OR INDIRECTLY TO WCE PERFORMANCE. WCE AGGREGATE LIABILITY FOR ALL CLAIMS IN CONNECTION WITH THIS CONTRACT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEE RECEIVED IN CONNECTION WITH THE ENGAGEMENT.

**5. Miscellaneous.**

Purchaser, by signing this contract, represents that he or she is eighteen (18) or more years of age, and further, if signing on behalf of another person or entity, that he or she has the authority to enter into this agreement. If any part of this contract is found, by a court of competent jurisdiction, to be illegal or unenforceable, the remaining provisions of this contract will remain valid. This contract contains the entire agreement between the parties. The waiver of any condition, breach or default hereunder shall not constitute the waiver of any subsequent breach or default. This contract shall not be modified except in writing by both parties. This contract is personal and may not be assigned by either party, except as provided otherwise in it or by written agreement. The validity, interpretation and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of the State of Oregon, USA, without regard to Oregon conflict of law principles and both parties hereby submit to the jurisdiction of the courts located in Portland, Oregon over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fee and costs of the prevailing party.

**Special provisions & Additional Services Requested**

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

**Purchaser:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**Street Address:** \_\_\_\_\_

**Daytime Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**WCE:**

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**White Chameleon Entertainment, Authorized Signature**