



## HD Prom 2019 Contract

Date Created: June 19, 2018

Client: Peninsula High School  
Event Location: Los Angeles Zoo

Event Date: April 27, 2019  
Event Time: 6pm - 10pm

Price Per Person: \$103 (650)  
Minimum Guarantee: 650  
Maximum Attendance: 900

**Initial Payment: \$20,000.00**  
Second Payment: \$23,475.00  
Balance Due: \$23,475.00  
**TOTAL: \$66,950.00\***

\*Based on 650 guests

Client's initial payment of \$20,000 is due immediately in order to secure your event. Payment and event documentation, including this agreement, received after their due date cannot be guaranteed. A second payment of \$23,475 will be due by September 30, 2018, and a final payment of \$23,475 will be due January 01, 2019 (this amount equals the guaranteed minimum multiplied by the per person ticket price, less the prior payments). A final count and any monies owed for additional guests will be due 7 (seven) days prior to the event. Please make checks payable to: "SOS Entertainment" and mail to 1414 Golden Crest Road Escondido, CA 92029.

### EVENT INCLUDES:

- Four hours use of LA Zoo (as well as setup & strike time)
- Professional DJ and Lighting Engineer for the duration of the event
- SOS Entertainment Event Manager, Crew and needed Staff
- Signature SOS Entertainment Sound, Lighting & Décor Package (\$10,000 value)
- \$2,000 in activities
- Themed Centerpieces
- LA Zoo Catering: Dinner Buffet with Snacks and Desserts, Water and Unlimited Soda Included
- Formal Entrance to include red carpet and stanchions
- All rentals including Tables, Chairs, & Linens for 400
- Coat Check Area supplies (To be staffed by school; suggested 4 volunteers minimum)
- Professional Services & Staffing for Set-Up, Strike and Facility Cleaning
- Certificate of General Liability Insurance
- 10 Security Guards, including at least 2 Female Guards.
- Food for Chaperones in designated Chaperone Area

CONTRACT DETAILS:

1. If this agreement is executed by an individual in Client's representative capacity, by affixing his/her signature hereto, the undersigned hereby warrants and represents that he/she has the actual authority to enter into this agreement on behalf of Client and to bind Client to this agreement. Further, to the extent Client disclaims this agreement, or claims the undersigned lacked authority to bind Client to this agreement, the undersigned agrees to be personally liable for any and all damages suffered by SOS Entertainment as a proximate result thereof, including but not limited to consequential damages, lost profits, attorney's fees, etc.
2. SOS Entertainment shall not be required to refund any part of Client's paid Total Cost in the event of inclement weather (e.g. rain, wind) and Client agrees to bear the risk of any such inclement weather. In the event additional costs are needed due to inclement weather, the cost will be the responsibility of Client.
3. SOS Entertainment is merely a ground operator/broker that provides contractual services with independently owned event facilities. SOS Entertainment thereby must operate under and be legally bound to the terms of the facility operator. SOS Entertainment, being independent of all event facilities, shall carry full liability insurance.
4. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.
5. The selling, disposing or dispensing of all food, beverage and services is reserved exclusively to SOS Entertainment. Client shall not contract or make any arrangements for the selling, disposing or dispensing of any food, beverage or services without the express written consent of SOS Entertainment.
6. A guest count shall be made at the entrance and shall be accepted as final. Client shall not allow the occupancy of the event to exceed the stated limit in this Agreement, if any, and/or the occupancy limits of the facility.
7. Client agrees to indemnify and hold SOS Entertainment harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with Client's scheduled event, other than the willful actions of SOS Entertainment.
8. Any misconduct, illegal gambling, possession of unauthorized alcohol or illegal substance will not be tolerated and shall constitute cause for immediate termination of the event. If the event is terminated for this reason, Client shall be responsible for full payment of event.
9. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.
10. The parties agree that in the event that the Client were to cancel this Agreement with less than twelve (12) months prior written notice from the contracted date, SOS Entertainment would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should Client cancel this Agreement with less than twelve (12) months prior written notice to SOS Entertainment, the Client's initial payment and minimum guarantee payments as called for in this Agreement shall be retained and/or collected by SOS Entertainment as liquidated damages for Client's failure to timely cancel the event. In addition, should Client make any changes to the event date and/or time of the event less than thirty (30) days prior thereto, Client shall be responsible for compensating SOS Entertainment for all production costs, vendor cancellation fees, as well as legal charges and any additional costs associated with such change.
11. SOS Entertainment shall not be responsible for any injury suffered by Client, its agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any agent employed by SOS Entertainment on the premises. SOS Entertainment shall further have no responsibility of loss or damage to personal property of Client or its agents or guests.
12. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. SOS Entertainment reserves the right to refuse admittance to the facility of any guest or agent who is deemed unfit and/or inappropriate.
13. Should Client's students or guests be filmed at the event, either by media, network or independent film crew, SOS Entertainment will not be responsible in obtaining any type of written or verbal approval from Client in advance.
14. SOS Entertainment shall not be responsible for fire damage, water damage or any loss whatsoever to any vehicle while an agent or guest of Client is attending event. Further, SOS Entertainment shall not be responsible for any personal injuries sustained by an agent or guest of Client in the parking areas adjacent to or provided for the event location.
15. All terms and payment deadlines must be adhered to by Client unless such terms or deadlines have been amended in writing by an authorized representative of SOS Entertainment. Note: On rare occasion – Prom per person pricing may increase slightly if there are unforeseen dramatic cost increases.
16. Client hereby agrees that no agent or guest of Client shall bring on the event premises any article of an inflammable nature, explosives, firearms, articles of dangerous/damaging nature, illegal substances and/or alcoholic beverages. Client agrees to indemnify and hold SOS Entertainment harmless from any and all liability, loss or damage client or SOS Entertainment may suffer as a result of damages caused by breach of this provision. SOS Entertainment reserves the right to confiscate all such articles brought into an event.
17. This Agreement is the complete and exclusive statement of the parties hereto with respect to the subject hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. No modification, waiver, or amendment hereof shall be binding unless stated in writing, signed by parties hereto, and no waiver of a right hereunder in any instance shall constitute a waiver of the same or any other right in any other instance.
18. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules.
19. Any notice, communication or statement of this Agreement shall be in writing and sent by overnight mail or by certified or registered mail, return receipt requested and postage prepaid, or by verified facsimile transmission.
20. If any sentence or 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 parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall have the same force and effect as if such part or parts had never been included herein.
21. No party may assign or transfer this Agreement or its rights or responsibilities without prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.
22. The prevailing party in any dispute or litigation arising under this Agreement shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on July, 2018.

Palos Verdes Peninsula Unified School District for

PENINSULA HIGH SCHOOL

SOS ENTERTAINMENT

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) Keith Butler, Ph.D.

(Title) Associate Superintendent, Business Services