

SOS ENTERTAINMENT

San Diego – Los Angeles– San Jose - Las Vegas
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HD Winter Formal Contract 2020

Created By / SOS Planner Jillian Causey Phone 818.274.2586 Date Created: 09/13/2019

<u>Client Info</u>	<u>Pricing Structure</u>
School: Palos Verdes Peninsula High School	Price Per Person: \$102
Point of Contact: Season Pollock	Event Total Cost (based on Min #): \$76,500
Venue: The Petersen Auto Museum	Deposit: \$20,000 Due: Upon Booking PD
Event Date: Saturday, February 1, 2020	2nd Payment: \$28,250 Due: November 1, 2019
Event Time: 7:00 PM to 11:00 PM	Last Payment: \$28,250 Due: January 3, 2020
Minimum Attendee Guarantee: 750	
Maximum Attendee (venue) Limit: 900	<i>Final Head Count:</i> _____ <i>Balance:</i> _____

EVENT INCLUDES:

- Four hours use of The Petersen Auto Museum (as well as setup & strike time)
- Signature SOS Entertainment Production Package, custom-tailored to venue
- Professional DJ and Lighting Engineer for the duration of the event (\$9,000 value)
- SOS Entertainment Event Manager, Crew and necessary Event Staff
- Food Menu to include: Pigs in a Blanket, Tator Tots with Assorted Dressings, Italian Sandwich Bites
- Drink stations to include: Soft Drinks, Water & Lemonade
- \$ Budget for activities
- Tables, Chairs and linens for 350 people
- Coat Check Area supplies (To be staffed by school; suggested 4 volunteers minimum)
- Formal Entrance to include red carpet and stanchions (black at additional cost)
- Professional Services & Staffing for set-Up, strike and facility Cleaning
- Certificate of General Liability Insurance
- 8 Security Guards (more available upon request for an additional charge) (SOS suggests 1:60 students)

HD Event Services and Inclusions

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.

2. A final guest count must be reported to SOS Entertainment within seven (7) days of the listed event. The cost of listed event is a PER PERSON pricing structure. A final increase in attendee count will increase the event cost in several areas including, but not limited to: production, venue cost, food, security, staffing, liability insurance, etc.
3. A guest count shall be confirmed 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.
4. SOS Entertainment is 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.
5. The use of vendors at listed event must be managed and approved by SOS Entertainment. Client must not bring in any vendors without written consent by both SOS and client. All vendors must provide a certificate of insurance and carry workers comp for their employees. 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. Any misconduct, possession of unauthorized alcohol or illegal substance will not be tolerated. Client agrees students may be removed from event in the case of alcohol or drug use.
7. Client hereby agrees that no agent or guest of Client shall bring on the event premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature. 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.
8. 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.
9. 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.
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. 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.
12. 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. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.
13. 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. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules. 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. 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. 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 _____, 20__.

SOS ENTERTAINMENT

PALOS VERDES PENINSULA HIGH SCHOOL

(Signature) _____

(Signature) _____

(Print Name) _____

(Print Name) _____

(Title) _____

(Title) _____