



Locally Owned LLC

Signature requested on July 22, 2022

Event Contract

Business: Locally Owned LLC

theelves@mylocalsanta.com

314 Main Cross St, Suite 1, Charlestown, IN,
47111

Recipient: City of Charlestown

Parks@CityofCharlestown.com

This contract is between Locally Owned LLC (the "Business") and City of Charlestown (the "Client") dated 07/22/2022.

Details discussed in the meeting 6/30/2022

- Price: \$2,000 + a \$1,500 sponsorship with a Parks promo.
- Dates: November 25 & 26. December 3, 9, 16, 17 and the 21st. Plus 3 "pop-in" visits appx. 30 minutes each, dates to be determined. *Any additional "pop-in" visits can be reserved for \$300 per event.
- Transportation will be provided to Santa from City Hall to the location of each event.
- A helper/representative will be provided for Santa during every event.
- A 15-minute break will take place for every hour that Santa performs his visits.
- Deposit of \$1,000 due upon signing of the contract, balance due November 1st, 2022.

Payment schedule

The Client will pay the Business **\$2,000.00**

Due in full on November 01, 2022

Deposit **\$1,000.00**

Due on July 22, 2022

Balance **\$1,000.00**

Due on November 01, 2022

Deliverables

Payment for Santa	
Total	\$2,000.00

Terms

Payment

The Client will pay My Local Santa the non-refundable retainer upon the submission of this contract and remaining cost of the service no later than the date of service. A non-refundable retainer is due at the time of contract being signed to secure him for the event. For your convenience you can pay at the bottom of this contract or send a check made payable to Lincoln Crum to 314 Main Cross Street, Suite 1, Charlestown, IN 47111. If you are paying by check, please let us know so that we can be on the lookout. The remaining balance can be paid anytime up until the date of service by cash, card, or check. Remaining balance invoices will be sent the day before the visit. Gratuity is not included in the price of the event, but always appreciated. If you choose to pay cash/check or gratuity, the day of the event, please put the money in an envelope labeled "Wish list for Santa". If you wish to provide gratuity after the event, please contact theelves@mylocalsanta.com to discuss payment arrangements.

Cancellations/Rescheduling

In the event that client/clients must cancel the event in its entirety, the client will NOT be responsible to pay the remaining 50% as agreed. It is assumed that all events will be indoors, or the arrangements have been made if the event is held outdoors, and therefore cancellations due to inclement weather are not accepted. If you wish to reschedule your event, please contact theelves@mylocalsanta.com as soon as possible to talk about available dates and times. Rescheduling may not be guaranteed based on the busy schedule of Santa.

Responsibilities

Responsibilities – My Local Santa is not responsible for compromised payment due dates caused beyond the control of My Local Santa, including but not limited to insufficient funds, wrong product orders, late payments, weather conditions, schedule complications, incorrect addresses provided to My Local Santa.

- My Local Santa is responsible for providing an enjoyable experience for the guest(s) of his event.
- My Local Santa will arrive 15 minutes prior to appearance unless otherwise stipulated above in this agreement. Should My Local Santa be requested to arrive earlier than 15 minutes, for walk-thru or rehearsals, the client will be billed 50% of the hourly fee.
- Client will provide Santa with a sturdy place to sit that the temperature is comfortable with his big red suit.
- All costumes are standard holiday dress. Special entertainer or costume requests are at the clients cost and should be made in advance to My Local Santa.
- Due to the nature of My Local Santa's traditional outfits, it is necessary that he have periodic breaks and that the performance location be cool and comfortable. A break of 10 minutes after each hour worked is requested, and in no instance, shall My Local Santa be required to work longer than 90 minutes without a break.

Limited Liability

In the unlikely event that My Local Santa is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond his control, My Local Santa will make every effort to reschedule. If the visit still goes on, responsibility and liability is limited to the return of all payments to client.

Photos/Video

Any photos/videos that are shared with us may be shared to our social media and/or website. On some occasions we may bring a elf or two to help assist Santa, they may take photos on occasion. To respect the privacy of our clients, we understand that all clients may not want their photos shared. If you DO NOT wish that your photos be shared, please let us know prior to the visit.

Refunds

My Local Santa will provide the best experience possible to the client. Due to the nature of this business, no refunds will be given should THE CLIENT feel otherwise.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Lincoln Crum
Owner signature	<i>Lincoln Crum</i>
Business date signed	07/22/2022

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	