



## **ENTERTAINMENT SERVICE AGREEMENT**

Erika Newsom Entertainment (ENE) • 5620 Larch Ave., Rialto, CA. 92377  
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**Please read the TERMS & CONDITIONS of your SERVICE AGREEMENT carefully. We cannot perform services without an E-SIGNED and E-DATED service agreement prior to your event.**

**By clicking "Submit," on your booking form you acknowledge and agree to the following terms and conditions outlined in your Service Agreement provided below:**

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### **1. Payment Terms & Service Agreement**

- **Service Agreement:** By clicking "Submit" and providing your e-signature, you acknowledge and agree to the terms outlined in this document. This action constitutes your signed service agreement, effective immediately upon submission, with the date and time of your electronic signature recorded.
  - **Upfront Payment:** Payment for Telegrams & Deliveries must be paid in full upfront.
  - If you wish to pay your performer a gratuity, it will be available on your invoice at the time of payment. You may also choose to tip the artist/performer in cash at the end of their performance (which is preferred).
  - **ALL Grams** must be paid in full 24 hours prior to the scheduled performance.
  - **Non-refundable Payments:** All payments made are non-refundable upon receipt. Payments made in full are valid for 6 months should you need to reschedule with 24 hours' notice prior to the confirmed booking date (as per the signed service agreement).
  - **Non-refundable Cancellation Fee:** Should you fail to attend the confirmed appointment without prior 24-hour notice to reschedule, the full fee will be retained as a non-refundable cancellation fee.
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### **2. Parking**

- A close available parking spot to the venue and/or event performance spot will be provided or saved for the artist working the venue.
  - Any parking or entrance fees will be covered solely by the client.
  - If tolls should be incurred in-route to the job site, those fees will also be reimbursed to the artist.
  - The client must notify the artist in advance (prior to job date) of any parking, tolls, entrance fees, or event passes that will need to be provided to the artist by the client.
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### **3. Acknowledgment and Waiver**

**• Participant hereby acknowledges the following:**

- o Erika Newsom Entertainment (hereafter also “ENE”) provides a combination of entertainment and educational services for participants. These services are strictly for general educational, personal enrichment, or entertainment purposes only. No other sort of purpose is created or intended.
  - o In the case of balloons, face paints, and other items used by ENE, ENE uses the highest quality products, overseen by medical professionals when applicable, to ensure safety. However, ENE cannot guarantee that harm, however unlikely, will not occur through inhalation, ingestion, rubbing of paint in the eyes, or by other unforeseen means.
  - o The client/participant acknowledges the above risks and waives and releases ENE from any claims arising from their involvement in ENE’s programs and events.
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**4. Dispute Resolution**

- Any dispute arising from this Acknowledgment and Waiver shall be resolved first by mediation. If unsuccessful, the parties agree to resolve the matter through binding arbitration governed by the rules of the American Arbitration Association then in effect. In any dispute, the parties shall bear their own costs. Failure to follow this procedure will operate as a de jure waiver of any such claim.
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**5. Governing Law**

- This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.
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**6. Full Responsibility and Liability**

- I have thoroughly read and reviewed all the contents of this agreement. I agree to the terms & conditions listed and accept the terms of liability.
  - I accept full responsibility and liability for all property and persons at this location and release Erika Newsom and Erika Newsom Entertainment from all responsibility and liability.
  - I understand that there are dangers to children and pets if balloons or parts of balloons are swallowed or if any type of unforeseen medical reaction occurs from any materials provided by the artist.
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**7. Limitation of Liability**

- By agreeing to this Service Agreement, you acknowledge and agree that Erika Newsom Entertainment (ENE), its employees, independent contractors, and performers, shall not be held liable for any injury, damage, loss, or claim arising from participation in the services

provided, including, but not limited to, events involving children, pets, or any other participants.

- The Client agrees to fully release and discharge ENE, its employees, independent contractors, and performers from any and all liability, claims, demands, or causes of action for any injury, damage, or loss, regardless of the cause, including accidental injury caused by the participant or other individuals involved.
- This release includes, but is not limited to, claims arising from negligence, intentional misconduct, or any other actions, except for fraud or intentional harm by ENE or its employees, independent contractors, or performers.
- By accepting these terms, the Client further agrees to hold ENE harmless from any future claims, lawsuits, or damages arising from the Client's participation or the participation of others under their supervision.

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## **8. Professional Conduct and Behavior**

- Client and all event participants agree to treat ENE employees, independent contractors, and performers with respect and professionalism. Any inappropriate, threatening, or disrespectful behavior toward ENE personnel, including but not limited to physical contact, verbal abuse, or harassment, will result in the immediate termination of services without a refund.
- ENE reserves the right to refuse service and remove participants from the event if their actions disrupt the performance or pose a safety risk to others. Any such action will not be considered a breach of the service agreement, and ENE shall not be held liable for any losses or damages arising from the cessation of services.
- Client agrees to maintain a safe and respectful environment for all performers and staff. Any violation of this expectation will result in the cancellation of the event, with no refund of fees.

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## **9. Force Majeure**

- Neither party shall be held liable for any failure to perform under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, strikes, or any other unforeseen events that prevent the delivery and performance of the services.

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