

Performance Contract

ImSanta.Org & Friends

A Greenleaf Business Management LLC Entity

660 Cilley Road, Manchester, NH 03103

424-272-6821 or 603-582-3166

booking@ImSanta.org www.ImSanta.Org

Purchaser

XYZ Group

Jingle Street, North Pole

617-555-5555

Elf Gretel

gretel'semail@northpole.net

Provider

ImSanta.Org & Friends

660 Cilley Road, Manchester, NH 03103

424-272-6821

Santa@ImSanta.Org

Event

Festival of Trees

Place, Address, city, state

Friday, Nov. 27 (1:00 – 4:00 pm)

Saturday, Nov. 28 (1:00 – 4:00 pm)

Sunday, Nov. 29 (1:00 – 4:00 pm)

Saturday, Dec. 5 (1:00 – 4:00 pm)

Sunday, Dec. 6 (1:00 – 4:00 pm)

Saturday, Dec. 12 (1:00 – 4:00 pm)

Sunday, Dec. 13 (1:00 – 4:00 pm)

Services Provided

Santa will mingle with guests, pose for photos, chat with the children and entertain.

Total Event Fee: \$3075.00

21 hours @ \$195 per hour = \$4095.00

5 hours travel @ \$92.50 per hour = \$462.50

25% Nonprofit Discount = -\$1140.00

10% Return Visit Discount = -\$340.00

Retainer (due on receipt): \$1537.50

Balance Due 12/8/15: \$1537.50

CANCELTATION POLICY

1. All events are "rain or shine" unless otherwise stipulated. The PURCHASER is responsible to provide an alternate indoor location in the event of inclement weather. The client agrees to pay the full amount contracted once the PROVIDER has arrived at the event location, even if PROVIDER cannot perform due to inclement weather.
2. By mutual agreement of the PURCHASER and PROVIDER, the date and/or time of the event can be rescheduled with the same conditions and agreement.
3. Cancellation of the engagement by the PURCHASER for any reason within 60 days of the date of engagement shall forfeit the retainer unless the PROVIDER is able to book another event for the full time. If partial time can be booked, a prorated refund will be provided. A PURCHASER canceling their engagement by telephone must also verify that cancellation in writing (via dated mail, email or FAX) within five (5) days of the scheduled event. Otherwise full payment of the event fee will be required.
4. If the PROVIDER or the PURCHASER must cancel the engagement due to an Act of God, "Force Majeure", riot, strike, epidemic, or by the order of any public authority, this contract shall become null and void, all retainer and balance payments shall be refunded, and both parties shall have no further legal recourse against each other.
5. If the PROVIDER is unable to perform due to injury, illness, or unforeseen circumstances, the PROVIDER will provide a suitable replacement under the same arrangements and contract. If a replacement cannot be found, a full refund of the retainer will be provided.

PAYMENT POLICY

1. Retainer is non-refundable unless otherwise indicated.
2. The Retainer may be made by check payable to ImSanta.Org or by credit card or e-check through PayPal. Make PayPal payments to account name Santa@ImSanta.org.
3. Payment of the retainer serves as confirmation of the terms and conditions of this contract.
4. Balance is payable to PROVIDER by cash or check at the engagement prior to services provided. If the PROVIDER prefers, the Balance can be made in advance by check or PayPal within five (5) days of the engagement.
5. Accounts not paid on time are subject to loss of all discounts off regular rates and a service charge of 1.5% per month on the outstanding balance.

ADDITIONAL TERMS

1. The PURCHASER will indemnify the PROVIDER against third party claims for injury, damage or other claims related to this event.
 2. The PURCHASER may not directly hire the performer provided for a period of three years from the date of the event without permission of the PROVIDER.
- ImSanta.Org is an entity of Greenleaf Business Management.

Signed:

 Dan Greenleaf _____

Dan Greenleaf, ImSanta.Org

Purchaser

 11/5/15 _____

Date

Date