

Terms for Service

THIS **AGREEMENT** for the personal services of Lumina Adventure Entertainment on the engagement described below between the undersigned _____, as **PURCHASER** of performance services ("Purchaser") and the undersigned **ARTIST** or ensemble ("Artist") is made

this ____ day of _____, 2023.

A. BASIC TERMS:

1. Name of Artist: Lumina Adventure Entertainment

Address: 1112 7th Street East

City: Saskatoon Province: Saskatchewan Postal Code : S7H 0Z1

Telephone: 1-306-261-9323

E-mail address: lumina.sask@gmail.com

2. Purchaser: _____

3. Place of Engagement: _____

4. Date(s) of Services: _____

5. Time of Event: _____

6. Set-up & Sound Check: _____

7. Number of Expected Guests: _____

B. PAYMENT OF ARTISTIC FEES:

1. Total Compensation Agreed Upon: _____

2. Deposit (25%): _____

3. Deposit will be paid by **Purchaser** one (1) month prior to the event on _____

4. Final Payment: _____ To be paid to the **Artist** by the **Purchaser** upon completion of Event.

5. **Artist** requests its check be made payable to: Lumina Adventure Entertainment

6. The **Purchaser's** Contractual Provisions are attached and incorporated herein.

Purchaser Signature

Artist Signature

Purchaser's Contractual Provisions

Purchaser and **Artist** agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. INSURANCE. The **Artist** has purchased and maintains, at its own expense, commercial general liability insurance including bodily injury, property damage, personal and advertising injury, and completed operations.

2. PAYMENT AND COMPENSATION. **Purchaser** will pay **Artist** an initial deposit by check or email transfer to **Artist** one month (30 Days) before the Event, and one final payment upon completion of the Event.

3. ARTIST'S RIGHT TO TERMINATE. If **Artist** is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, **Artist** shall have the right to terminate this agreement without any further obligation.

4. CANCELLATION. a) In the event of **Artist's** cancellation, the deposit payment (if any) shall be returned to the **Purchaser** within 24 hours. b) If **Purchaser** cancels the performance less than one month (30 days) before the performance, **Purchaser** will pay **Artist** 15% of the Final Payment for the performance. The parties agree that such payments are reasonable for business expenses.

5. FORCE MAJEURE. Neither **Artist** nor **Purchaser** shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of **Artist** and **Purchaser**.

5. SICKNESS AND ACCIDENTS. **Artist's** agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the **Artist** shall be promptly returned to the **Purchaser** within 24 hours.

6. VIDEO AND AUDIO TAPING. **Artist** and/or its designated Hosts requests permission to photograph or record the performance and to use the photos and recordings as **Artist** sees fit. **Artist** will provide a copy of the photos and recordings to **Purchaser**. **Purchaser** shall have no interest or rights of any kind whatsoever in or to any such recordings of **Artist's** performance during this engagement.

7. INDEPENDENT CONTRACTORS. **Artist** acknowledges that it is an independent contractor and not an employee of the **Purchaser** and shall be responsible for all taxes. **Purchaser** shall control the times and division of the performance, and **Artist** shall control the manner, means, and details of such performance.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this document, the **Artist** and the **Purchaser** and/or its agent, agree to be bound by the provisions of this Agreement.

SIGN HERE:

Artist: _____ Purchaser: _____