


<b>Cincinnati Circus Company</b> <b>6433 Wiehe Road</b> <b>Cincinnati, Ohio 45237</b> <b>www.CincinnatiCircus.com</b> <b>Events@cincinnatiCircus.com</b>	 <b>Cincinnati Circus Company</b>	<b>FED Tax ID #: 20-1380409</b> <b>Office: 513-921-5454</b> <b>After Hours: 513-400-3868</b> <b>Fax: 513-806-2342</b>
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## Event Engagement Contract

<b>Date of event:</b> <b>Time of event:</b> <b>Event Name:</b> <b>Subtotal</b> <small>(See Invoice):</small> <b>Artist Service:</b>	July 03, 2016 04:00 PM to 09:30 PM City of Mason- Forth of July \$17300.00 <small>(See Invoice for Grand Total)</small> See details	<b>Contact Person:</b> <b>Phone Number:</b> <b>Email Address:</b> <b>Location of Performance:</b>	Chrissy Avery (513) 229-8555 cavery@masonoh.org 6050 Mason Montgomery Road Mason, OH 45040
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### 1. Definitions

- a. "Entertainer" refers to and includes The Amazing Portable Circus, dba Juggler Dave and Friends, LLC, the Cincinnati Circus Company, LLC, Dave Willacker, Joanne Willacker, and all employees of these companies excluding independent contractors.
- b. "Client" refers to the party hiring Entertainer for the event.
- c. "Event" refers to the venue and services to be rendered by Entertainer to Client at the above specified time and location.
- d. "Rentals" refers to any and all items supplied by Entertainer to Client for the Event including props, inflatables, rides, games, tables, gaming items, rigging, costumes, equipment, and booths, including incidentals and supplies.

### 2. Payment

- a. Client agrees to pay Entertainer in full the final amount stated on the Invoice Page entitled, "Total" or "Grand Total".
- b. All payments shall be made within 72 hours of the start of the event and according to the following:
  - i. All checks should be made payable to **"Juggler Dave and Friends, llc"**.  
*Please put Date of Event in Memo Line to ensure fast, accurate processing.*
  - ii. All late payments shall be subject to a fee of 10% of the balance due, compounding, for every 30 days of delinquency.
  - iii. All **credit card payments** will be assessed a **4% processing charge**.

### 3. Cancellation

- a. **Client Cancellation:** If Client cancels the Event, Client shall notify Entertainer immediately. Despite cancellation, Client shall still compensate Entertainer for Entertainer's time and costs accrued in preparing for the Event. The amount of the original Compensation that Client shall pay Entertainer shall be determined by the cancellation timeline as follows:
  - i. More than 30 days prior to Event: 20% of original Payment Amount
  - ii. Less than 30 days prior to Event: 50% of original Payment Amount
  - iii. Less than 7 days prior to Event: 80% of original Payment Amount
  - iv. Less than 3 days: 100% of original Payment Amount
- b. Cancellation must be in writing. Client must cancel the event in writing, delivered to Entertainer, in order to not be charged the full Compensation amount. Client agrees that a failure to either cancel in writing or to deliver the written cancellation to Entertainer makes Client liable for the full amount of Compensation. Phone calls are NOT acceptable. All cancellations shall be deemed delivered when received by Entertainer in one of the following ways:
  - i. If by email: [cincinnatiCircus@yahoo.com](mailto:cincinnatiCircus@yahoo.com)
  - ii. If by mail: 6433 Wiehe Rd. Cincinnati, Ohio 45237
- c. **Alteration and Substitution:** Entertainer understands that Client may need to cancel the Event or alter the services Entertainer is to render to Client through a change in circumstances beyond Client's control. As such, Entertainer may, at Entertainer's sole discretion, agree to a change in the Entertainment Services to be rendered and/or the Event Date.

- d. Entertainer Cancellation: If Entertainer becomes unable to perform or for any reason then Entertainer shall notify Client immediately in writing and provide Client with a full refund of any of the Compensation paid to Entertainer. In the event of Entertainer cancellation, Client understands that Client's sole and only recourse and damages is a refund of any Payment Amount Client gives Entertainer.
4. Inclement Weather -or- Unsafe Conditions: In the event that Client fails to provide a safe alternate location in the event of inclement weather, Client shall remain obligated to pay the full Compensation amount. If the Client and Entertainer disagree regarding feasibility of performance, Entertainer's determination shall prevail. The Entertainer may accept a reschedule of the Event within 30 days of the original date. Acceptance of the reschedule and any additional fees is the sole discretion of the Entertainer.
5. Entertainer Shall Indemnify and Hold Client Harmless: Entertainer agrees to defend, indemnify, and hold Client harmless from any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to, attorneys' fees and costs) arising from loss, damage, death, or injury to persons or property occurring in, during, or arising from the performance of this agreement and the obligations incurred herein.
6. Non-Solicitation of Artists: It is expressly agreed that the Client shall refrain from soliciting Artists. All offers and solicitation by the Client must be made exclusively to Entertainer for a period of 18 months following the completion of this contract.
7. Authority to Execute: The person executing this agreement on Client's behalf warrants his/her authority to do so and his/her authority to bind Client, and such person assumes personal liability for the payment of said price in full if not so authorized.
8. Choice of Law, Forum Selection: The agreement shall be governed by and construed under the laws of the State of Ohio. By executing this agreement, Client expressly consents to personal jurisdiction of such Ohio and Federal Courts and waives any claim of defense that Hamilton County, Ohio is not the proper or convenient venue.
9. Merger: This along with the foregoing pages constitutes the full and complete agreement between Entertainer and Client. Any alterations or amendments to this agreement, including those made under Section 3(b) Alteration and Substitution, shall be in writing signed by Entertainer to be effective. 11. Severability. If any provision of this agreement is or becomes illegal, null, void, or unenforceable under law, the rest of the agreement shall remain enforceable. Any such alteration or deletion of any provision by law does not alter or affect any other provision.
10. "Entertainer shall maintain for the duration of the contract Commercial General Liability insurance, for bodily Injury and property damage, and including products-completed operations coverage, in an amount not less than \$1 million per occurrence. The City of Mason and their respective officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Entertainer in conjunction with Red, Rhythm and Boom. For any claims under this contract, Entertainer's insurance coverage shall be primary as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Entertainer's insurance and shall not contribute with it. No less than five days prior to commencing activities under this agreement, Entertainer shall provide Client a certificate of insurance verifying coverage. Client reserves the right to require at any time complete certified copies of insurance policies, including amendatory endorsements, effecting coverages required herein."

Please sign and return promptly by mail, e-mail, or fax. Event City of Mason- Forth of July Event Date: July 03, 2016

Printed Name Eric Hansen Signature  Date 5-17-16

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**Office: 513-921-5454**  
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## Event Engagement Invoice

<b>Date of event:</b>	July 03, 2016	<b>Contact Person:</b>	Chrissy Avery
<b>Time of event:</b>	04:00 PM to 09:30 PM	<b>Phone Number:</b>	(513) 229-8555
<b>Event Name:</b>	City of Mason- Forth of July	<b>Email Address:</b>	cavery@masonoh.org
<b>Subtotal</b> <small>(See Invoice):</small>	\$17300.00 <small>(See Invoice for Grand Total)</small>	<b>Location of performance:</b>	6050 Mason Montgomery Road Mason, OH 45040
<b>Artist Service:</b>	See details		

**All payments must be made within 72 hours prior to the start of the event or rental.**

Preferred method of payment is check. All checks or money orders should be payable to Juggler Dave and Friends llc.

Please put the Date of the Event in the Memo line.

We also accept money order and cash with no processing fee.

For all credit card payments a 4% processing fee will be assessed.

## Event Details

Artists & Materials	Performance Times
Zip line Attendant-1 (Zipline) Zip line Attendant-2 (Zipline) Zip line Attendant-3 (Zipline) Zip line Attendant-4 (Zipline) Trapeze - Board (Low Casting Rig) Trapeze - Lines Trapeze - Paperwork/ Belts Trapeze - Board Gaga Pit with Attendant (Gaga pitt) Statue of Liberty Living Statue Magic Shows-3 Shows Fire Shows-3 Shows Globe of Death Rider 1 Globe of Death Rider 2 Globe of Death Hostess	04:00 PM to 09:30 PM

For Credit Card Payment please complete the following:

CC# \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration: \_\_\_\_\_

Billing (Street): \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

= Subtotal:                     \$17300.00

+ Sales Tax: \_\_\_\_\_

= Total:                     \$17300.00

(+4% CC Processing Fee): \_\_\_\_\_

= Grand Total (w/ CC processing fee)                     \$17300.00

Amount Paid: \_\_\_\_\_

Remaining Due: \_\_\_\_\_