

Virtual Show Contract - Jest Murder Mystery Co, LLC

THIS AGREEMENT is made effective as of

March 28, 2024

 by and between Jest Murder Mystery Company, LLC “Jest” and the “Client”

Client Contact:

Client Billing Address:

Client Phone: Email:

Client “Day of Event” Contact Name: Phone:

Date of Show: Time Doors Open: Time Zone:

Estimated Number of Attendees: Family or Corporate friendly?

Audience description:

Price for show is , for up to persons, and then per additional person to attend.

Addendums:

Booking:

1. No Show date will be set until this Agreement is signed by Client, a signed copy is received by Jest and entire quoted amount is received. Once complete Jest will cast two Actors and One Virtual Stage Manager (Jest's performers are private contractors so this process can take some time). Once casting is completed, Jest will send the Client a zoom registration link that can be sent to guests so they can register for the event in advance. Once registered, each guests will receive a unique-to-them link they will use to join the meeting. Jest will also send an official confirmation email confirming the event is completely booked with a date and time reserved.
2. A payment of the entire quoted amount is due at the time Jest receives a signed contract. One-half (1/2) of this quoted amount is a non-refundable deposit.
3. Quotes provided by Jest will be void after 30 days if the requirements contained in paragraphs 1 and 2 above have not been met.
4. Client agrees to not disclose specific details of any agreed upon Show price to any other parties not covered under this Agreement.
5. Show availability is contingent upon Jest and its actors’ schedules. Not all show titles are available at all times. The show title will be confirmed after actors have been cast. Jest does not guaranty specific actors or titles for any specific show.

Details and Quality Requirements:

Please read this information completely and initial where indicated.

1. Run of Show: Jest Actors and Virtual Stage Manager (VSM) will open the Zoom room before the audience arrival time. The VSM will allow guests to enter when it is time to begin the event. The VSM will rename



each guest and send them a private message with their character information and will help guests with their settings prior to the event. This may take up to 30 minutes and is referred to as a "virtual cocktail party." Once complete, the actors will begin the show. The virtual show will include guests via the group chat and/or by asking them to start their videos, microphones to interact with the actors on screen. The actors will lead guests through the plot and include them in improvisational situations. A five minute break will take place between acts one and two. After which suspects and a reenactor will be chosen from the guests in attendance. The actors will orchestrate an improvised reenactment of the crime and one of the guests will be selected as the killer. Guests will guess the killer's identity and will have the opportunity to receive a virtual prize. Once the show is complete, the organizer of the event will have an opportunity to address the group if desired. Screenshots from the event may be posted to social media or websites after the event. If this is not desired, please indicate preference in email correspondence with Jest Murder Mystery Company, LLC.

2. Guests should not share their unique link they received after registering. If they do, it will negatively impact the show.
3. Client and guests are responsible for insuring they are using a recommended device with the latest version of Zoom software installed prior to the event. Guests will need to be familiar with the most current version of Zoom in order to participate. Laptops or desktop computers are recommended. Cell phones or tablets are not recommended as they will limit a guests ability to participate. Guests will also need a working camera and microphone, the camera and microphone built in to their computer is adequate.
4. Client recognizes that Show recommendations are based on Jest’s experience performing hundreds of Shows each year since 1999. If Client or guests disregards any of those recommendations, Client will not hold Jest responsible for the negative impact of any such decision(s).
5. www.jestmurdermystery.com should be mentioned on every promotional flyer, announcement, card, poster, article, press release, advertisement, interview, etc. when promoting the Show.
6. Client assumes full responsibility and liability for any actual losses that may arise out of this agreement, except for any losses, damages or claims caused by any negligence, gross negligence, and/or willful actions of Jest Actors.
7. Jest will not be responsible for cancellation of the Show due to Inclement weather, power outages, network outages, internet outages or service outages. Client will receive a full refund of any monies paid to Jest in excess of Client’s Deposit (1/2 of quoted amount) if show must be cancelled. Client’s Deposit will be applied to a new Show to be scheduled for a future date.
8. If Jest is unable to perform the show as agreed to under this Agreement or otherwise cancels the show for any reason, Jest will provide prompt notice of cancellation. Client will receive a full refund of all monies paid to Jest, including the deposit, or, at the option of the Client, said monies may be applied toward a future show.
9. As further consideration for Jest Murder Mystery Company, LLC (“Jest”) performing at Client’s event, Client hereby agrees to release and hold harmless, indemnify and defend Jest, its successors, assigns, members and all other related persons from any and all claims, demands, damages costs, expenses or causes of action, including reasonable attorney’s fees incurred by Client or any third party arising from the event or any occurrence thereat, except for any claim or loss resulting from Jest’s gross negligence and/or willful actions.
10. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident,



riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Payment:

1. A payment of the entire quoted amount is due at the time Jest receives a signed contract. One-half (1/2) of this quoted amount is a non-refundable deposit.
2. Once the show is completed, the amount of Client's final payment will be determined as follows: Jest will calculate the final payment based upon the headcount from Zoom less Jest's Actors and VSM. If maximum number of guests as listed in the quote was exceeded, Jest will send an invoice for the balance due. If client had less than the maximum number of guests the show was quoted for in attendance, no invoice will be generated.
3. If needed, an invoice for the final payment will be sent via email to the Client the week following the performance. The invoice will contain a link that will enable the Client to pay by credit card. If the Client does not receive an invoice a week after the performance, the Client should contact Jest to verify Client's email address and the invoice will be resent.
4. If needed, the final payment is due in full within 30 days of the date on the invoice. Outstanding balances after 30 days accrue interest at the rate of 18% per annum. Client is responsible for the costs of collection including, but not limited to, collection agency fees (up to 30% of the outstanding balance), court costs and Jest's reasonable attorney's fees.
5. There is a \$35.00 fee for all returned checks. Jest reserves the right to refuse checks from anyone who has a returned check history
6. Jest accepts Visa, MasterCard, American Express and Discover. Once this document is submitted, Client will receive an email with a customized link to submit payment online. Credit card payments are subject to a processing fee. To avoid the processing fee, Client may mail a check.
7. Checks should be made payable to Jest Murder Mystery Company, LLC and mailed to:

Jest Murder Mystery Company, LLC
705 Belle Street
Alton, IL 62002

X _____



Signature Certificate

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Timestamp

November 1, 2021 2:30 pm
CDT

November 3, 2021 12:10 pm
CDT

January 29, 2023 5:56 pm
CDT

Audit

Virtual Show Contract - Jest Murder Mystery Co, LLC
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This audit trail report provides a detailed record of the
online activity and events recorded for this contract.