

In-Person Show Contract - Jest Murder Mystery Co, LLC

THIS AGREEMENT is made effective as of 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:

Venue Name: Address:

Venue Contact Name: Phone: Email:

Date of Show: Time Doors Open: Time Zone:

Estimated Number of Attendees: Family or Corporate friendly?

Audience description:

Will you provide our Two Actors with Meals?

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

Non-Refundable Deposit Required:

Addendums:

Quality Requirements and Details: Please read this information completely and initial where indicated.

1. Jest Actors will arrive approximately one hour prior to the time the audience will be arriving. They will perform the Show between meal courses with no service or clearing during the performance.

2. Jest Actors require a private area close to the event for costume changes and to store belongings. This cannot be a public restroom and cannot be accessible to the audience. Examples include an unused conference room, a coat closet, a storage room, the boss’ office, etc.

3. Jestmurdermystery.com should be mentioned on every promotional flyer, announcement, card, poster, radio, newspaper article, press release, television advertisement, etc., when promoting the Show.

4. Jest will not be held responsible for inadequate sound systems, echoing gymnasiums, noise from other rooms, etc. Jest’s sound requirements are (1) sound system, (2) wireless headset microphones, and (1) wireless hand-held microphone for an audience of 65 persons or more.

5. Client will ensure that the Venue Contact person is made aware of Jest room setup requirements for the event. (Lighting as bright as possible, no service/distractions during the performance, courses will be served & cleared

between acts of the show, tables set up as close together as possible with 10ftx10ft open space in the middle, a private area for actors to change, sound requirements, etc.)



6. Client recognizes that Show recommendations are based on Jest’s experience performing hundreds of Shows each year since 1999. If Client disregards any of those recommendations, Client will not hold Jest responsible for the negative impact of any such decision(s). Initial Here
8. 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.
9. Jest will not be responsible for cancellation of the Show due to inclement weather, impassible roads, accidents, illness, etc. In the event the Show is canceled due to an event beyond Client’s control, such as inclement weather, impassible roads, accidents, illness, etc., Client will receive a full refund of any monies paid to Jest in excess of Client’s Deposit. Client’s Deposit will be applied to a new Show to be scheduled for a future date.
10. 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.
11. 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.
12. If Client cancels a show for any reason, Client will receive a refund of any monies paid to Jest in excess of the deposit. Any travel costs incurred by Jest’s actors already en route to the show will be paid for from the deposit. The remaining balance of the deposit will be applied to a new show scheduled for a future date.
13. 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.

Booking:

1. No Show date will be set until this Agreement is signed by Client, a signed copy is received by Jest and a Deposit is received. Once complete Jest will cast Actors (this process can take some time) and will then send the Client an official confirmation email reserving a date and time. Initial Here
2. A non-refundable deposit of one-half (1/2) of the initial bid amount is due at the time Jest receives a signed contract.
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 shows are available in all areas. The title will be confirmed after actors have been cast. Jest does not guaranty specific actors for any specific show.



Final Payment:

1. Jest Actors will not be responsible for collecting payment for the Show. Gratuities are not expected but are appreciated and should be given directly to the Actors.
2. The amount of Client’s final Payment will be determined as follows: (a) Client and Jest will take a head count of the audience after Act 1 of the play on a Client Headcount Form that will be sent to the Client by email after the show, and (b) Jest will calculate the final payment based upon the headcount.
2. An invoice for the final payment will be sent via email to the Client the week following the performance. The invoice will contain a customized 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.
3. 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.
4. 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.

Deposit Payment:

1. Jest accepts Visa, MasterCard, American Express and Discover. Client will receive an email from Jest with a customized link to pay the deposit via credit card once this document is submitted. Credit card payments are subject to a processing fee. To avoid the processing fee, Client may mail a check.
2. Checks should be made payable to Jest Murder Mystery Company, LLC and mailed to:

Jest Murder Mystery Company, LLC
Attn: Leslie Franklin
705 Belle Street
Alton, IL 62002

X _____



Signature Certificate

Document name: In-Person Show Contract - Jest Murder Mystery Co, LLC

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Timestamp

November 1, 2021 12:54 pm CDT

November 1, 2021 1:44 pm CDT

January 29, 2023 5:58 pm CDT

Audit

In-Person Show Contract - Jest Murder Mystery Co, LLC
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