

# **BUBBY GRAM<sup>®</sup>** CLIENT CONTRACT

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Agreement made between

and Adrienne Gusoff of Bubby Gram of NY, NY

Occasion:

Date of Event:

tie:

Location:

Phone number/contact at Event:

Type of Entertainment:

Amount: *Payment due in full at or before performance*

*Non-Refundable deposit of 50% due upon booking. Final Payment due ten business days prior to event OR credit card number provided as collateral to guarantee remainder of payment. (note: Job is not considered "booked" until payment and/or contract is received. To assure your entertainment, please pay promptly. Fees paid by credit card or Pay Pal are subject to an 8.625% surcharge).*

Bubby Gram agrees to reserve this date and to send the entertainment, as discussed with client and outlined in this contract, under the described conditions and charges. Client stipulates that when personal information about the guest of honor is being used by Performer (i.e. in a roast) it shall be left to the Performer's sole discretion as to which portions of that information will be employed in the context of his/her act. Bubby Gram interviews and screens all performers carefully before using them, however BG is not liable for anything more than a return of monies paid to BG to date should the performer fail to appear due to illness, accident or emergencies beyond their/our control, and if we cannot find a suitable substitute.

Should Client, for any reason, decide not to proceed with this engagement, Client shall be liable to Bubby Gram for all expenditures incurred by Bubbygram, herewith, including the "hold this date" fee paid to performers, any prepaid travel expenses (i.e. airfare) paid by Bubby Gram or Performer, and/or specially made or purchased costumes, props, etc. as set out in this contract. Client understands that by setting aside a day and time for their event, a performer will likely turn down other paying jobs for that same time, hence the non-refundable fee. If order is cancelled two weeks or fewer to engagement, payment is due IN FULL to Bubby Gram. Returned check fee is \$30. Fees paid by credit card or PayPal are subject to 8.625% surcharge.

Client understands that performers are freelance agents, contracted by Bubby Gram on an event-by-event basis. Client agrees to hold Bubby Gram harmless for any damage or injury caused by performers while they are on Client's premise or at Client's event. Client agrees not to seek compensation, damages or legal remedy from Bubby Gram or Adrienne E. Gusoff; and agrees to hold Bubby Gram and Adrienne E. Gusoff harmless in such circumstance. Client agrees to lock up or restrain any pets which might be in the residence, so they will not interfere with performer or performance. Client further agrees to prevent guests from making physical contact with and/or harassing (sexually or otherwise) the performers in any way. Should the performer feel in any way threatened by a guest or guests, and if a warning to cease and desist such behavior is not immediately heeded, s/he may leave the premises, and the contract considered executed in full.

When hiring a celebrity impersonator, Client agrees not to announce, advertise, promote or in any way misrepresent to the public the impersonator as the actual celebrity. Should Client do so, in express contradiction of this clause, Client shall be solely responsible for any resulting legal consequences, including but not limited to lawsuits from the actual celebrity.

It is the client's sole responsibility for ensuring there is an adequate sound system at the venue, if needed by performer, unless otherwise specified in the contract. Client agrees to provide or assure sufficient space for performer(s) to perform, and further agrees to assure that the venue is appropriately lit, heated/air-conditioned, ventilated; and that staging, if applicable, is in safe and good order. Client agrees to insure the safety of the performer(s) and performer(s) equipment and personal possessions while at the venue. Client agrees to assure a suitable private and secure changing area will be provided to the performer(s), if needed. Photos and videos may be taken of Performer for client's own personal use however such images shall not be posted on any website (including YouTube, Facebook et al) or used for any commercial purposes, including but not limited to advertising, business websites, etc. without the express written consent of the performer, or unless otherwise stipulated in this contract.

Client understands that it is his/her responsibility to assure that the venue agrees to the contracted entertainment and that the guest of honor (if relevant) is present at the time agreed upon. Should the performer be barred from entertaining by the premises/venue or if the guest of honor not be present (within reasonable waiting time of 15 minutes) Client stipulates that the contract has been executed in full on the part of Bubby Gram, and agrees to payment in full.

If Performer is delayed from performing by the Client, by the designated contact person at the event, or by a representative of the Client's venue (i.e. catering manager) for more than 15 minutes, and if the Performer is able to wait, an additional pro-rated hourly surcharge shall apply, broken down into quarter hour increments,. (For example, if a performer is hired for one hour at \$500, and is kept waiting for 16 minutes, there will be an overtime charge of \$125. A half hour wait incurs a fee of \$250.) If performer arrives on time, ready to perform, and Client or Client's venue delays the performance to such an extent that it would cause Performer to miss or be late for another scheduled job (either BG's or that of another agent), Performer may leave Client's party/venue and Client stipulates that Performer and Bubby Gram portion of the contract has been fully executed, and agrees to pay in full. Performers shall do their utmost to arrive within a half hour of the time specified, however Client understands that from time to time circumstances beyond Performers' control may delay arrival (i.e. traffic, getting lost, hold ups at a previous event.) If delayed, Performer (or BG) will call client at the contact number(s) provided, and provide a new estimated time of arrival. If Client accepts the performance at the new time, Client agrees to pay in full and make no further claims against BG or Performer.

Client agrees not to solicit Performer directly, or supply Performer's contact info to anyone else, with regard to booking future jobs. If any such arrangements are made with the Performer, Client agrees to pay BG an agent's fee.

This contract and the prices therein are VOID unless returned within one week unless otherwise agreed.

Where Client is a corporation, unincorporated association, partnership or other legal entity, this agreement will be binding on such legal entities as well as on the individual executing it on its behalf.

Client agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement or otherwise enforcing the terms of this contract. This contract shall be interpreted and construed in accordance with the laws of New York State. Further, the parties agree that any cause of actions that may arise as a result of this Agreement or otherwise, shall be brought forth in a court of law in the State of New York, in the borough of Queens. Any outstanding balances not received at or before the event, for any reason, shall incur a 10% per month late fee, until paid in full.

I have read this contract and agree to all its conditions:



Adrienne E. Gusoff

for Bubby Gram

signature

date

Client Name (please print)

Client Signature

date

Client address

Phone H: \_\_\_\_\_ w: \_\_\_\_\_ cell: \_\_\_\_\_ email: \_\_\_\_\_

Cr Card#:

exp / 3-4 digit #

Pay balance

Hold card as

☐ with card

☐ collateral for balance

check one: ☐ Master Card ☐ Visa ☐ American Express *Fees paid by credit card or Pay Pal are subject to an 8.625% surcharge*

Name on Card: ☐ same as above ☐ other \_\_\_\_\_

If other, signature: \_\_\_\_\_

Billing Address: ☐ same as above ☐ other \_\_\_\_\_