

Performance Contract

{Name} , henceforth known as "Client," agrees to hire **{The Denver Balloon Guy}**, henceforth known as "Artist," for a performance at **{Location}** on **{Date}**.

Furthermore, the two parties agree to the following:

Artist will perform **{Balloon Artistry}** at **{Location}** on **{Date}**, for a period of **{Length}**, beginning at **{time}**. Client will provide **{Parking, facilities & drinking water, if needed. Artists may need breaks for use of facilities and/or drinking water. If parking is an issue, client must ensure that artist has access to free parking in close proximity, or pay for any parking fees acquired, when applicable}**.

Client will pay Artist **{Sxxx}** as compensation for this performance, payable via **{Check, money order, cash, pay-pal, credit card}** and according to the following plan: **{\$25 Deposit due up front, before the event date, to hold said date. Remaining payment due on or before event date. If this does not work for the Client, please consult with Artist for alternate arrangements. In the event of a bounced check, the Client agrees to pay all bank or credit union charges that may be incurred}**.

All events are "rain or shine" unless otherwise stipulated. The **Client** is responsible to provide an alternate indoor location in the event of inclement weather. The **Client** agrees to pay the full amount contracted, even if **Artist** cannot perform due to inclement weather. **Client** may reschedule for a (of the event total) 10% fee if an alternate location is not available on event date. Cancellation of the engagement by the **Client** for any reason shall forfeit deposit. Cancellation of the engagement by the **Client** within 10 days of the date of engagement shall also forfeit total balance to the **Artist**, to be paid immediately; unless the same act is re-booked by the **Client** for a mutually acceptable date within 30 days of the canceled date, at a 10% re-booking fee. A **Client** canceling their engagement by telephone must also verify that cancellation in writing (via dated mail, email, etcetera). If the **Client** must cancel the engagement within 10 days to the event, due to a Force of Nature, riot, strike, illness, epidemic; Or By order of any public authority, **Artist** will keep Deposit or **Client** may freely reschedule to a mutually acceptable date within 30 days of the canceled date. **Artist** may cancel the performance at any time for any **valid** reason. If this happens, **Artist** will return all money in full within 10 business days. Artist may offer a free rescheduling and/or Hourly discount to compensate. Artist is not required to disclose the details or reasons for the cancelation. Balloons are a choking hazard, and will not be given to children under the age of 3 without parental consent & supervision. By signing this contract Client agrees to waive any legal action against Artist except those that arise from breach of this contract without compensation. No part of this contract shall be altered in any way without the express consent of both signing parties.

This contract is enforceable according to the laws and regulations of the state of **Colorado**.

Signed this: **{Date}**

Jeremy Briggs



Artist Name

Artist Signature

Client Name

Client Signature