

Agreement made between Customer [herein sometimes referred to as "PURCHASER" and Okey Dokey Entertainment [herein sometimes referred to as "PRODUCER].

It is mutually agreed between the parties as follows: The Purchaser hereby engages the Producer and the Producer hereby agrees to perform the engagement hereafter provided, upon all the terms and conditions herein set forth:

**DEPOSITS AND BALANCES:** All deposits are approximately 50% or greater and non-refundable. Balances to be paid at the show are due when the performer arrives. Failure to provide balance on arrival may shorten or cancel the performance time and/or result in balances be transferred to Credit Card .

**PARKING:** Convenient Parking is very important [Okey Dokey has 2 suitcases of magic and other props]! Any delays in parking may shorten the length of the performance time. **PARKING FEES**, such as Parking Garage Fees, will be added to the balance.

Terms and conditions set forth include the following: Should Purchaser for any reason not go forward with this agreement, Purchaser shall be liable to Producer for any and ALL expenditures necessarily incurred by Producer in connection therewith. If the Purchaser cancels, the Purchaser will still be responsible for full payment of the contracted price. Purchaser agrees not to solicit any of the acts directly and understands that if an act appears within 2 years of the show without going through Producer the same fees will be due to the Producer for each appearance. Should a named artist or service be unable to appear in the event of an accident affecting any artist or service or if prevented by an act of God, or any public authority, or by civil turmoil, war, strike, epidemic, interruption in or delay of transport services or any other emergency or event beyond the control of Producer, Producer shall offer purchaser a choice of the same or similar caliber in substitution for each artist or service. Purchaser shall thereupon select from the choices presented a replacement for each artist or service, upon the same terms and conditions as provided herein. Producer enters into this agreement as an independent contractor and that this agreement shall in no way be construed to create any joint undertaking or venture whatsoever between the parties hereto. It is agreed that Producer acts herein as agent for the artists [performers] and is not responsible for any act or omission on the part of the Artist or Purchaser. This agreement shall not be assigned or transferred without prior consent of Producer. This agreement may not be amended or supplemented varied or discharged except by an instrument in writing signed by the Producer or Purchaser. **ALL COPIES OF ANY ATTACHED RIDERS WILL BECOME PART AND PARCEL OF THIS CONTRACT AND MUST BE SIGNED BY THE PURCHASER WHERE INDICATED.** The existence, validity, construction and effect of this agreement shall be governed by the laws of the State of New York, regardless of the place[s] of engagement. Purchaser is responsible for all permits as might be needed for the engagement. Purchaser understands that the producer may hand out business cards. The Agreement confirms that the parties have read and approve each and all of the terms.