



ENTERTAINMENT

San Diego – Los Angeles– San Jose - Las Vegas
Central Office: 1414 Golden Crest Drive, Escondido, CA 92029
(800) 6321-SOS Fax: (888) 425-2378

Prom Contract 2023

Date Created: Friday, August 19th, 2022.

Created By / SOS Employee: Ashley Harway Phone: 760.707.4227

<u>Client and Event Info</u>	<u>Pricing Structure</u>
School: Paloma Valley High School	Price Per Person: \$70
Point of Contact: Melany Owens	Minimum Cost Guarantee: \$56,000
Email: melany.owens@puhsd.org	Not to Exceed: \$77,000
Cell: 951.442.6124	Deposit: \$3,000 Due: IMMEDIATELY
Venue: Mount Palomar Winery	2nd Payment: \$3,000 Due: 10/3/22
Event Date: 4/22/23 Event Time: 6:00pm to 10:00pm	3rd Payment: \$10,000 Due: 12/5/22
Minimum Attendee Guarantee: 800	4rd Payment: \$20,000 Due: 2/6/23
Maximum Attendee Limit: 1,100	5th Payment: \$20,000 Due: 4/17/23
	<i>Final Head Count:</i> _____
	<i>Balance:</i> _____ <i>Due:</i> 5/5/23

EVENT INCLUDES:

- Four hours use of Mount Palomar Winery (as well as setup & strike time)
- Signature SOS Entertainment Production Package, custom-tailored to venue
- Professional DJ and Lighting Engineer for the duration of the event
- SOS Entertainment Event Manager, Crew and necessary Event Staff
- Food: Light Apps & Desserts by (Outsourced caterer TBD) (menu to be decided by client)
- Drink Station; to Include: Soft Drinks + Water
- Chaperone Lounge with Complimentary Coffee (TBD per Melany)
- \$3,000 Budget for activities (to be used at the client's discretion)
- All rentals including Tables, Chairs, & Linens
- Coat Check Area supplies (To be staffed by school; suggested 4 volunteers minimum)
- Professional Services & Staffing for Set-Up, Strike and Facility Cleaning
- Certificate of General Liability Insurance
- 14 Security Guards (more available upon request for an additional charge) (SOS suggests 1:60 students)
- Free parking

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HD Event Services and Inclusions

- Authority to Sign:** If this agreement is executed by an individual in Client's representative capacity, by affixing his/her signature hereto, the undersigned hereby warrants and represents that he/she has the actual authority to enter into this agreement on behalf of Client and to bind Client to this agreement. Further, to the extent Client disclaims this agreement, or claims the undersigned lacked authority to bind Client to this agreement, the undersigned agrees to be personally liable for any and all damages suffered by SOS Entertainment.
- Per Person Pricing:** *A final expected guest count must be reported to SOS Entertainment by one (1) week before the listed event.* The cost of listed event is a per-person pricing structure. A final increase in attendee count will **increase the event cost** in several areas including, but not limited to: production, venue costs, food, security, staffing, liability insurance, etc. A guest count shall be confirmed at the entrance and shall be accepted as final. This final guest count will be used to determine the final balance due.
 - Minimum Cost Guarantee:** Client shall be responsible to pay at least the "Minimum Cost Guarantee" amount.
 - Maximum Attendee Limit:** Client shall not allow the occupancy of the event to exceed the "Maximum Attendee Limit" amount.
 - Not To Exceed:** Client will be responsible to pay on a per-person basis as described above but shall not be liable for any more than the "Not to Exceed" amount. This amount is based on the "Price Per-Person" amount and the "Maximum Attendees" amount.
- Facility Relationship:** SOS Entertainment is operator/broker that provides contractual services with independently owned event facilities. SOS Entertainment thereby must operate under and be legally bound to the terms of the facility operator. SOS Entertainment, being independent of all event facilities, shall carry full liability insurance.
- Vendor Relationships:** The use of vendors at listed event must be managed and approved by SOS Entertainment. Client must not bring in any vendors without written consent by both SOS and client. All vendors must provide a certificate of insurance and carry workers comp for their employees. The selling, disposing or dispensing of all food, beverage and services is reserved exclusively to SOS Entertainment. Client shall not contract or make any arrangements for the selling, disposing or dispensing of any food, beverage or services without the express written consent of SOS Entertainment.
- Drugs / Alcohol:** Any misconduct, possession of unauthorized alcohol or illegal substance will not be tolerated. Client agrees students may be removed from event in the case of alcohol or drug use.
- Dangerous Materials:** Client hereby agrees that no agent or guest of Client shall bring on the event premises any article of a flammable nature, explosives, firearms or articles of dangerous/damaging nature. Client agrees to indemnify and hold SOS Entertainment harmless from any and all liability, loss or damage client or SOS Entertainment may suffer as a result of damages caused by breach of this provision. SOS Entertainment reserves the right to confiscate all such articles brought into an event.
- Theft / Damage:** Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.
- Force Majeure:** SOS Entertainment shall not be required to refund any part of Client's paid Total Cost in the event of inclement weather (e.g. rain, wind) and Client agrees to bear the risk of any such inclement weather.
- Covid and Other Pandemics:** In the case of a regional, national or global pandemic "stay-at-home" orders may be issued by local, state and/or federal authorities and can influence all large gatherings and events. The parties in his contract further acknowledge and agree that such Orders may remain in effect, be reinstated (if earlier rescinded or cancelled), or become effected on or after any cut-off dates or cancellation deadlines set forth in this agreement. In the case of a pandemic SOS will, on behalf of Client, make their best attempt to recover any and all deposits and payments. Client understands there may be some minor, unrecoverable costs associated with event planning, such as venue tours, meals, permitting or administrative tasks. SOS will seek all viable refunds during a pandemic. SOS will send an on-going update or such unrecoverable costs as they occur.
- Cancellations - Deposits / Payments:** "HD Events" require SOS to engage, on Client's behalf in: reservations contracts, deposits and service payments to the venues and multiple vendors. These costs are reflected in an initial "deposit, second (2nd), and third (3rd) payment" schedule (found above). These payments are calculated based on the actual real costs of planning and producing such an event. The parties agree that in the event the Client were to cancel (after engaging) SOS Entertainment to reserve the venue and service providers, SOS would sustain damages, costs and lost profits. Therefore, should Client cancel this Agreement, initial deposits and any payments collected up to the time of cancellation will not be refunded. SOS will, on behalf of Client, make their best attempt to recover any and all payments without any guarantee. If payments are recovered these refunds will be made to client.
- Cancellations - Final Invoice Total:** If Client cancels the event within twenty-one (21) days prior to event date, the minimum guarantee payments as called for in this Agreement shall be retained and/or collected by SOS Entertainment as liquidated damages.
- Changes:** In addition, should Client make any changes to the event date and/or time of the event less than thirty (30) days prior thereto, Client shall be responsible for compensating SOS Entertainment for all production costs, vendor cancellation fees, as well as legal charges and any additional costs associated with such change.
- Liability:** SOS Entertainment shall not be responsible for any injury suffered by Client, its agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any agent employed by SOS Entertainment on the premises. SOS Entertainment shall further have no responsibility of loss or damage to personal property of Client or its agents or guests. Further, SOS Entertainment shall not be responsible for any personal injuries sustained by an agent or guest of Client in the parking areas adjacent to or provided for the event location.
- Deadlines:** All terms and payment deadlines must be adhered to by Client unless such terms or deadlines have been amended in writing by an authorized representative of SOS Entertainment. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.
- Entire Agreement:** This Agreement is the complete and exclusive statement of the parties hereto with respect to the subject hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. No modification, waiver, or amendment hereof shall be binding unless stated in writing, signed by parties hereto, and no waiver of a right hereunder in any instance shall constitute a waiver of the same or any other right in any other instance. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules. If any sentence or provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. No party may assign or transfer this Agreement or its rights or responsibilities without prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall bind and benefit the Parties hereto and their respective successors and assigns. The prevailing party in any dispute or litigation arising under this Agreement shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 20_____.

SOS ENTERTAINMENT

(Signature) _____

(Print Name) _____

(Title) _____

HIGH SCHOOL

(Signature) _____

(Print Name) _____

(Title) _____