

Booking Agreement

Organisation Name:

Telephone:

Postal Address:

Contact Person (Main):

Mobile:

Backup Contact Person:

Mobile:

Details and Venue

Venue Name:

Telephone:

Street Address:

Show Date & Time:

Duration:

Setup Date & Time:

Dress Code

Dress Code or Theme:
(If Applicable)

(Smart Casual Unless
Stated Otherwise)

Price Quote (inc GST if any)

Cost of Show:

Travel:

Accommodation:

Total:

Notes

1. Please add in a contact cellphone so we can reach you if we get stuck.
2. Please add in another contact person with cell phone as a backup for emergencies.
3. Please send us contact details for "ticket inquiries" and a price list to put on the internet if your event is open to the public.
4. Note that we need access to the venue from around 4:00pm to set up. Please make an arrangement for someone to meet us there at that time.

Special Conditions For Fundraisers

Fund raising shows are performed at a loss – and as a result certain conditions apply to these shows so that they work out for all parties as follows:

1. There must be more than 100 paying guests in the audience
2. Ticket price must be at least \$20 per single adult ticket (can be more)
3. Posters, tickets etc. and promotional materials must be approved by Gerard V before use.
4. The profits from the show must go to the advertised cause, and not to any other person or party.
5. We generally also advertise your event online and set up a credit card purchase option. The net ticket proceeds will be forwarded to you less the credit card fees, typically \$2 per ticket.

Ticketing Info (for public inquiries if your event is open to the public)

Ticket Price: _____

Ticket booking phone no.: _____

Ticketing website: _____

Doors open time: _____

Text (Description): _____

Authorised Signature

You acknowledge that you have read the terms and conditions and agree to them.

Name: _____

Date: _____

Signature: _____

1. Terms and Conditions

- 1.1. The following terms and conditions apply to this booking unless specifically waived in writing by both parties.

2. Definitions

- 2.1. This agreement is between Comedy Hypnotist Gerard V (the Entertainer) and the Customer (that's you).
- 2.2. Any audience members and people attending the show who are not employees or contractors of the Entertainer will be referred to as Guests and are considered to be guests of the Customer and are the responsibility of the Customer at all times.
- 2.3. The individuals who are either staff of or contractors to the entertainer are referred to as the Crew and this includes the Entertainer.

3. Your Booking

- 3.1. By confirming your booking you are agreeing to these terms and conditions.
- 3.2. You are obliged to pay the cost of the show as agreed.
- 3.3. Gerard V is obliged to perform the show as agreed once your booking has been confirmed by Gerard V after you have signed and returned this booking agreement.
- 3.4. Confirmation may be given by email or letter and is deemed to have taken place when both parties have indicated their assent.

4. Cancellation

- 4.1. You can cancel a show without penalty by giving 5 working day's notice by email or by phone. However clause 8.0 will still apply.
- 4.2. If you cancel with less than 48 hours notice, a 50% cancellation may be charged. In addition clause 8.0 will still apply.

5. Force Majeure and Illness

- 5.1. If the show is prevented from succeeding or is cancelled as a result of a severe natural phenomenon such as (but not limited to) bad storms, earthquakes and similar events, or disruption to travel that reasonably prevents the entertainer or the guests from attending the show, for example (but not limited to) road closures or flights cancelled, or in the event that Gerard V is ill or disabled, then no cancellation penalties will apply except as noted in clause 8.0.

6. Payment

- 6.1. Payment in full is required on the day of the show. Payment can be made in cash, or by direct bank deposit. We can also accept credit cards via PayPal and card payments will attract a 2% surcharge.

7. Meals and Drinks

- 7.1. If the event involves a meal, please make provision to provide food and soft-drinks for the Entertainer and for the Crew.

8. Travel Costs

- 8.1. In the event that the quoted price for the show includes travel, accommodation or other costs to be reimbursed by the Customer, and should the cancellation of the show by the Customer occur at such a time or in such a way that actual costs have already been incurred by the Entertainer in whole or in part, then those actual expenses can be recovered from the Customer by the Entertainer if the show is cancelled by the Customer for any reason. [An example of such a recoverable cost would be the lost deposit on an airfare.]
- 8.2. For the avoidance of doubt, the recovery of expenses includes reasonable additional costs incurred after the time of cancellation in order to effect return travel, and includes overnight accommodation for the Crew if cancellation occurs after the Crew or any of its members have commenced travel and cannot return home within 3 hours of receiving the cancellation advice and arriving home before 11:45pm on the day that notice is given.

9. Insurance and Liability

- 9.1. The Show involves singing, dancing and moving about. It is the customer's responsibility to ensure that they and their guests are appropriately covered by insurance for accident or misadventure
- 9.2. During Hypnosis, volunteers remain aware of their surroundings and capabilities. We pride ourselves on our safety record. Nevertheless, individuals remain responsible for their actions at all times and are under the care of the Customer.
- 9.3. The Customer should advise the Entertainer in advance if any of the guests have conditions that may be affected by their participation in the show. The Entertainer will then advise on whether or not the guest(s) are able to participate and how they can be kept safe.
- 9.4. The Customer must advise the Entertainer of any Health and Safety matters pertaining to the Guests, the Customer or the location of the show that may affect the conduct of the show and the safety of Guests or Crew.
- 9.5. The Entertainer accepts no responsibility for injury or damage that Guests or the Customer may cause during the course of the show or after it.

10. Intellectual Property Rights

- 10.1. Gerard V grants to the Customer non-exclusive rights in perpetuity to use any photos or video materials of the show for non-commercial purposes.
- 10.2. The Customer grants to Gerard V non-exclusive rights in perpetuity to use any photos or video materials of the show.

11. Newsletter

- 11.1. By signing this form you'll also receive the entertainer's next newsletter by email. There is an opt-out option in the newsletter should you wish to unsubscribe to future newsletters.