

Kelly's Art Shack Event Services Contract

This Event Services Contract ("*Contract*") is entered into on this _____ between Kelly's Art Shack located at 312 E. Cloyd St., McKinney, TX, 75069 ("*Provider*") and _____ ("*Client*") located at _____, collectively referred to as "Parties."

1. Event Details:
 - a. Event Type: Art Event / Private Event / Public Event (Circle One)
 - b. Event Date(s): _____
 - c. Event Name: _____
 - d. Event Venue: Kelly's Art Shack, 312 E. Cloyd St., McKinney, TX 75069
2. Services Items: Service items may be purchased by client and selected on page 5 & 6. These items will be added to the event cost and due at signing if requested here.
 - a. Art Events: Provider will provide paint, painting supplies, and canvases at an additional cost to the Client, Client may provide its own supplies for events at the Client's expense. Provider fees for these services are non-negotiable. (See Fee Schedule)
 - b. Private Events: Client may provide their own supplies. Client may request supplies from the Provider at an additional cost. Provider fees for these services are non-negotiable. (See Fee Schedule)
 - c. Public Events: Provider will supply necessary materials as approved prior to any Public Event between Provider and Client. Any requirements for supplies by provider will be included in ticket prices at the discrepancy of the Provider. Provider fees for these services are non-negotiable.
 - d. Catering: Client is responsible for all catering. Provider can supply catering at additional cost to Client. This cost will adjust based on the size of catering requirements. Provider fees for these services are non-negotiable.
 - e. Cleaning: Cleaning during and after events will be the responsibility of the Client. Post-event cleaning by Provider is available at an additional fee. Provider fees for these services are non-negotiable. (See Fee Schedule)
 - f. Setup: Client is responsible for lighting and event setup. Setup can be provided by Provider at an additional cost. Cost will vary and be based on size of event. Provider fees for these services are non-negotiable.
 - g. Entertainment: Client-provided entertainment must be approved by Provider; unapproved entertainment may incur additional charges. Provider can provide entertainment at additional cost to Client. Entertainment cost is a per event cost and agreed upon between both parties prior to signing of entertainment agreement. Provider fees for these services are non-negotiable.
 - h. Audiovisual Equipment: Client-provided equipment is required; Provider may offer equipment at additional cost. Provider fees for these services are non-negotiable. (See Fee Schedule)
 - i. Photography and Videography: Client is responsible for event photography; Provider may offer photography services upon request. Photography or Videography will be accessed

on a per event schedule and approved by both parties prior to the event. Provider fees for these services are non-negotiable.

- Chris Salinas
3. Deposit:
 - a. A deposit of \$250 is required in addition to the event fee to cover damages and cleaning. The deposit amount may increase at the discretion of Kelly's Art Shack based on event type, size and duration. Client will receive a deposit back if all contractual obligations are met and no overages are owed to the Provider. Deposit does not cover additional services added to event scheduling and will not be used to cover those items.
 4. Cancellation and Breach:
 - a. Cancellation: If an event is canceled after deposit submission, the entire deposit will be retained and is non-refundable.
 - b. Breach or Damage: Any breach of this contract will be remedied by Kelly's Art Shack at the true value of the contract and/or the cost of damages to the event space.
 5. Additional Costs:
 - a. Associated costs not covered in this contract will be the responsibility of the Client.
 6. Event Setup and Breakdown:
 - a. Client will have 1 hour prior to the event for setup and 1 hour maximum after the event to break down and clean the event space.
 7. Security:
 - a. Security: Client must have security present at the event for after hours events or events that require an increased amount of foot traffic and/or have alcohol consumed on premises; if not, Provider will provide private security at additional cost.
 8. Permits and Fees:
 - a. Permit: If required, Kelly's Art Shack will handle event permits, and the associated fee will be added to the client's event cost.
 9. Insurance and Liability:
 - a. See indemnification clause following signature of this contract on page 4.
 - b. Client must provide a copy of their insurance to the Provider within 48 hours of signing this contract or prior to the event, whichever comes first, for events that are held by a Third party vendor or have paying customers as guests at the event.
 - c. Private party events do not require additional insurance but are required to sign the indemnification clause following the signature of this contract on page 4.
 10. Client Responsibility:
 - a. Client must communicate any additional items needed for the event at least 72 hours prior to the event or Kelly's Art Shack will not be held responsible for any failure to meet the requirements of the Client.
 11. Walkthrough and Approval:
 - a. Kelly's Art Shack will ensure the event space is clean and ready for a walkthrough by the Client 72 hours before the event.

- b. It is the responsibility of the Client to acknowledge any items during walkthrough that need to be addressed prior to the event and is not the responsibility of the Provider to access the Clients needs at this time.

12. By signing below, both Parties acknowledge their understanding and agreement to the terms and conditions of this Event Services Contract.

Client's Signature: _____ **Date:** _____

Provider's Signature: _____ **Date:** _____

For any questions or clarifications, please contact:

Kelly's Art Shack
creative@kellysartshack
469-998-4932

Kelly's Art Shack Indemnification Clause

In consideration of the services provided by Kelly's Art Shack ("Provider") for the event hosted by [Client's Name] ("Client") on [Event Date], the Client hereby agrees to indemnify, defend, and hold harmless the Provider from any and all claims, liabilities, costs, expenses, and damages arising from or related to the event.

Indemnification Agreement:

1. The Client agrees to indemnify and protect the Provider, its employees, agents, and representatives, from any liability, claim, demand, loss, or expense (including reasonable attorney fees and court costs) arising out of or related to:
 - a. Event Liability: Any injury to persons or damage to property occurring during the event, including but not limited to attendees, employees, vendors, and any third parties.
 - b. Event Arrangements: Failure to adhere to the terms of the contract, including setup, breakdown, cleaning, and adherence to event schedule.
 - c. Property Damage: Any damage or destruction of the event venue or equipment caused by the Client, their agents, or their invitees.
 - d. Breach of Contract: Any breach of the terms and conditions outlined in the event contract that leads to legal claims, penalties, or other consequences for the Provider.
 - e. The Client agrees to pay any costs, expenses, and reasonable attorney fees incurred by the Provider in connection with any such claim or demand. The Provider shall promptly notify the Client of any claims and provide reasonable cooperation in the defense thereof.
2. Additional Fees for Breach of Contract:
 - a. In the event of a breach of the terms and conditions of the event contract by the Client, resulting in liability, damage, or inconvenience to the Provider, the Client agrees to compensate the Provider for any additional fees incurred due to such breach. This includes, but is not limited to, legal fees, equipment replacement or repair costs, cleaning costs, and any costs related to correcting the breach.
3. Acceptance of Indemnification:
 - a. By signing the event contract, the Client acknowledges their understanding and agreement to the terms of this indemnification clause. The Client further acknowledges their responsibility to ensure the proper conduct, safety, and adherence to the contract terms during the event.
4. By signing below, both Parties acknowledge their understanding and agreement to the terms of this indemnification clause.

Client's Signature: _____ **Date:** _____

Provider's Signature: _____ **Date:** _____

Kelly's Art Shack Fee Schedule

Fee services below are not included in Event pricing above and may be selected by the client and added to the event balance due:

Venue Fee:

- ☐ Agreed Upon Price
 - Private Events over 2 hours: \$400 (Min.)
 - Private Events lasting less than 2 hours: \$300 (Min.)
 - Public Events: \$1,000 (Min.)

Deposit:

- ☐ Deposit Amount: \$250 under 2 hours
- ☐ Deposit Amount: \$500 over 2 hours
 - Refundable
 - Covers damages, contract overages and unpaid deliverables not relating to cleaning.
 - Deposit may not always cover all recoverables depending on nature of damages/unpaid deliverables

Additional Supplies and Equipment:

- ☐ Paint and Art Supplies: \$50
- ☐ Audiovisual Equipment Rental: \$100
- ☐ Table and Chair Setup: \$100
- ☐ Lighting Setup: \$100 (Does not include tapestries, table settings, lighting, ect.)

Catering and Refreshments:

- ☐ Varies widely based on catering choices; can range from \$10 to \$50+ per person
 - Does not include alcohol
 - Alcohol is BYOB only

Security:

- ☐ Private Security (if not provided by the client): \$300

Post-Event Cleaning:

- ☐ Additional Cleaning Fee (optional): \$150

Entertainment:

- ☐ DJ, Live Music, Performers: Pricing per Event
- ☐ Sound and Lighting Technician (if required): Pricing per Event

Permit Fees:

- ☐ Event Permit (if required): Varies based on local regulations

Event Coordination and Planning:

- ☐ Event Planner or Coordinator: \$300

Photography and Videography:

- ☐ Photography Services (if requested): \$350
- ☐ Videography Services (if requested): \$250

Additional Services:

Any other services not covered in the contract will vary based on request and costs associated with service provided.

Additional Comments:

- All fees are adjusted based on event size
- All fees shown are base pricing and will be adjusted based on event size.

Client's Signature: _____ **Date:** _____

Provider's Signature: _____ **Date:** _____