

Santa Claus Performer Contract

This Contract (The Agreement) is made on this day: _____, 20__

Between: _____ (Name Event Host or Operator) and

David Michael Lewis, Sr. for the Hiring of Independent Contractor to Perform as Santa Claus for the Event Host or Operator at:

_____ (the Venue, i.e. "Home" or Business Name), located at:

_____, _____, _____
Address of Venue: street number street name city zip code

On the Day and Date of: _____, _____, _____, 20__

Starting at the Time of: _____ AM (or) PM.

And lasting a minimum of: _____ minutes (unless agreed upon by the Host or Operator for early release),

Or until approximately: _____ AM (or) PM.

Compensation for the Performance will be: \$ _____ dollars,
payable by cash or check to Lewises Services PO Box 550701, Dallas, TX 75355-0701, or
by credit card via Paypal.com to LewisDandC@Gmail.com.

A retainer of 50% is due upon the signing of this contract. This is a required condition for the contract to proceed and to hold the date and time of the performance. If a 50% retainer is not tended upon the signing of this contract, no further obligation for either party comes due. The remaining 50% is due upon Santa's arrival at the venue on the date and time of the performance above.

Do you need a W-9? Yes (or) No

Cancellation: If Full Payment is not made before the date and time of the Performance, the Performance may be cancelled by the Performer and the Host/Operator may not seek any damages. Cancellation may be made by the Host/Operator before 5 days prior to the Performance Date and Time, in which case, the Host/Operator's Retainer is kept by the Performer, but the Host/Operator will not have to pay the remaining 50%.

Force Majeure: In the event that the performance cannot reasonably take place because of unpredictable occurrences, such as a An Act of Nature or Government, the 50% Retainer is Non-Refundable, but no other fee is due and the parties may negotiate a substitute performance on the same terms as this Contract/Agreement except for the date & time of the performance with no further retainer collected. No further damages may be sought for failure because of Force Majeure.

Parking, Setting & Give-Aways: Host/Operator will secure sufficient parking for the performer's vehicle within a reasonable distance to the venue for a minimum of 1 hour prior to the performance and lasting until 1 hour after the performance. Host/Operator will provide safe and sturdy furnishings, particularly the Chair, and adequate cooling ventilation for the Performer. Host/Operator will provide any desired décor and photography equipment. Host/Operator will provide any items to be given to the attending visitors.

Indemnification: The Host/Operator indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by attendees.

Severability: If any portion of this Contract/Agreement is in conflict with an applicable law, such portion will become inoperative, but all other portions of the Contract/Agreement will remain in force.

Estimated Number of Children:

Approximate Age Range:

This information is helpful but not required. Santa David Lewis does not perform for "Adults Only" parties.

I have read, understood and agree to all of the above terms by affixing my signature:

Host / Operator or Authorized Representative

Printed Name and Title

_____/_____/_____
Date of Signature

Performer

David M. Lewis, Sr., Santa Claus performer

Printed Name and Title

Date of Signature

For Office use only:

Source:

Retainer \$ SR#

Balance \$ SR#

Notes:

Site Contact email:

Site Contact Text #:

Texts Only: 469-475-1174

No Response While Driving or Visiting