

CLIENT CONTRACT

_____(your name/company here) _____(event date)

Appearance Agreement

THIS AGREEMENT is entered into this _____(today's day, month, year), by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance/Lesson upon the following terms:

- 1) Performance Group. Sarah Chang LLC dba Wanna Hula?
- 2) Performance Group Contact/Authorized Agent. Sarah Chang
- 3) Buyer Name & Address.

X Your name here.

X Your address here.

X Your email

X Your best phone number

- 4) Place of Performance/Lesson.

X Specify exact location and numeric address here to help performer(s) arrive at correct location.

Services Provided (Please describe package COMPLETELY to help us ensure you receive all services.)

Package Name & Description: _____

_____ #Performer(s), Performer(s) Type: _____

_____ # Audience Participation dances, if any

Total price before taxes/travel fee: \$ _____ Travel Fee: \$ _____ *Tax: \$ _____

*If Buyer agrees to be responsible for all performer(s) parking fees initial here _____

- 5) Date of Performance/Lesson. _____ Day: M, T, W, TH, F, S, SU

- 6) Time of Performance/Lesson. _____ p.m. until _____ p.m.

To keep costs down, must be within 10 minutes of specified time above.

Otherwise, please inquire about our Flex Plan which will allow for some time flexibility at additional cost per performer. (Typically 25% additional for 1 hour flex, 50% additional for 2 hours flex.)

- 7) Breaks. PG shall have 1 break, averaging 10 minutes for every 50 minutes of performance/lesson or fraction thereof.

- 8) Performance/Lesson Fee. Buyer shall pay a Fee of \$ _____, paid as follows:

A. A Non-Refundable 50% Deposit of \$ _____ upon execution of this Agreement.

B. The 50% Balance of \$ _____ immediately following the Performance/Lesson.

- 9) Hold Harmless. Buyer understands that there are risks incident to such performances/lessons and understands and acknowledges that he or she is aware of and understands and agrees, that Buyer fully assumes all such risks. Buyer agrees that neither PG nor any of its owners, suppliers, proprietors, managers,

partners, members, officers, directors, shareholders, employees or agents (collectively, Sarah Chang LLC dba Wanna Hula) nor the providers of third party services and their respective owners, suppliers, proprietors, managers, partners, members, officers, directors, shareholders, employees or agents shall be liable for any death, injury, sickness, damage, accident or other loss arising out of any said performances/lessons. Buyer hereby releases and forever discharges PG from and against any and all liability for any death, injury, sickness, damage, accident or other loss which arises out of, occurs during or is related in any way to Buyer and Buyer's clients'/ guests'/ attendees' participation in or attendance to any of the said performances/lessons even if PG has been advised of the possibility of such damages, arising from or related to any service provided by PG in connection herewith, or the failure of PG to perform its obligations, regardless of any negligence by PG.

_____ (sign)

10) Limited Liability: Buyer agrees that PG nor any of its third party service providers are responsible in any way direct or indirect, consequential, special or exemplary damages even if PG and its third party service providers have been advised of the possibility of such damages, arising from or related to any service provided by PG or its third party service providers. Buyer agrees to be fully liable for any death, injury, sickness, damage, accident or other loss. In no event will the aggregate liability to PG (collectively, Sarah Chang LLC dba Wanna Hula) with regard to the services provided in connection herewith exceed the compensation paid by Buyer to Sarah Chang LLC dba Wanna Hula. Buyer's right to monetary damages up to that amount will be in lieu of all other remedies that Buyer or any of Buyer's authorized users, customers or clients have against PG.

_____ (sign)

11) Accommodations. Buyer shall provide each member of PG with:

- Reasonable amounts of free water and soda during the Performance/Lesson.

12) Cancellation. If Buyer cancels the Performance/Lesson before the Date of Performance/Lesson, Buyer shall pay PG, by the Performance/Lesson Date 100% of the deposit and balance plus any additional incurred fees as liquidated damages. The obligation of PG to perform/give lessons shall be excused by detention of personnel by sickness, conflicts, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond the control of PG.

13) Harassment: PG will not tolerate harassment of any kind or any unsavory behavior toward PG by attendees of any event. If this occurs, the undersigned agrees that PG will be free to leave the event at PG's discretion and still will be fully compensated for the full amount of the contract plus damages.

14) Media Policy and Release: PG and its third party service providers routinely promote activities through media. This includes, but is not limited to pictures, video, newsletters, newspapers, brochures, displays, and web pages. Buyer understands that any pictures, video, names may be included and that comments and feedback may be used as testimonials. (Youth will not be identified by name.)

15) General. This Agreement will be governed and construed in accordance with the laws of the State of Hawaii. This Agreement constitutes the entire Agreement between the Parties.

I have read and agree to all terms as written in this Agreement.

Buyer:

By X _____
Date X _____

Performance Group:

Sarah Chang LLC

By Sarah Chang
Its Manager

Date _____

To Reserve Your Date:

- 1. Fill in items highlighted in yellow.
- 2. Sign and Date page 2.
- 3. Fill in payment info on page 3.
- 4. Answer questions on page 4.
- 5. Fax: 1-877-677-4852, Email: wannahula@gmail.com, or
Mail: Wanna Hula? 94-1221 Ka Uka Blvd. Ste. 108 #193 Waipahu, HI 96797

Check Payment Option

I will be paying a 50% non-refundable deposit to guarantee my date by check. YES NO

**If yes, make check out to "Wanna Hula?" & note that returned checks will be charged a \$40 additional fee. Apologies! We do not accept checks for day of event balance payments due to risk of check not cashing.

How will you be paying the balance? CASH DEBIT CREDIT

Credit Card Payment Option

By signing below, I agree and authorize payments from my credit card, as specified below, for all payments owed to Sarah Chang LLC dba Wanna Hula, to clearing house named Pure Hula. I have read and signed the preceding Service Agreement understand and agree to those fees and policies. I further understand and agree that disputes over payments via my credit card will be handled between me and Sarah or, should that not be mutually satisfactory, the dispute will be settled by use of a mutually agreed upon mediator.

Please charge my card the 50% non-refundable deposit to guarantee my date. YES NO

Amount: \$ _____

How will you be paying the balance? CASH DEBIT CREDIT

Amount: \$ _____

Type of card authorized (circle one): VISA MASTERCARD DISCOVER JCB

My name as it appears on card: _____

Credit card #: _____ - _____ - _____ - _____

Expiration date on card: _____ (Must be current to reserve date!)

Credit card billing address: _____

CVC code: (last three digits of the number on the back of your card) _____

Client signature: _____ Date: _____

*Please print clearly. Requests not printed clearly will be asked to provide a photo copy of the **front** and **back** of the signed credit card.

Initials and Date _____

Please answer these questions so that we can best assist you:

CD/Speaker System

Will you or the hotel be providing a speaker system for the CD? YES NO

Will we need to bring our own portable mini CD player*? YES NO

*Mini CD player only available for private one-to-one lessons. For group lessons or performances we highly recommend an adequate CD speaker system so that your guests are happy. We may have a CD speaker system pending date availability of technician at an affordable charge. Please inquire.

Will you have a microphone available for narration of our lesson/show? YES NO

For Performances Only: Dressing room for performer(s)

Will you have a dressing room available at least ½ hour prior to the show start time and during the show if necessary for costume changes? YES NO

If yes, where will this be? _____

For Performances Only: Audience Participation Lessons

Would you like your guests to have an audience participation lesson? YES NO

Would you like a special audience participation for only the guests of honor? YES NO
(ex: bride/groom, retiree, graduate, parents, etc.)

For Performances Only: Dance Dedication

Would you like a dance dedicated to someone special? YES NO

If yes, please list his/her name _____

For Private Group Lessons Only: Photos and Video

Do you want video? YES NO

Any video (even video taken from a phone or photo camera will be charged at a rate of \$39.99 to be fair to our DVD clients). Photos may be taken free of charge. Buyers booking performances may take video and photos freely because it is included in the fee.

Any other special requests:

Rebate: _____ **(enter email date of rebate offer here)**

Requirements must be met 30 days from receipt of online feedback form or event date to receive your rebate.

How did you hear about us? _____

If website, please indicate keywords used.