

Event Host Contract

Party Pony & Friends LLC Equine Hand-Led Rides

This Equine Event Host Contract is made between ("Customer") and Party Pony & Friends LLC ("Contractor").

1. Purpose of Agreement

CONTRACTOR is in the business of providing entertainment and related services. CUSTOMER wishes to hire CONTRACTOR to perform such services for CUSTOMER and CUSTOMER'S guests.

2. Location

2.1. Address and Contact Information for Location.

All services provided by CONTRACTOR pursuant to this Agreement will take place at the location (the "Location") chosen by CUSTOMER.

2.2. Time and Date

All services provided by CONTRACTOR pursuant to this Agreement will take place on schedule and agreed upon date & time. CUSTOMER may select the date and time required for event. Upon CONTRACTOR approval, the scheduled date and time will be immediately effective. CONTRACTOR is given allowances and buffer time in case of freeway backups, accidents and/or circumstances out of CONTRACTOR control. CUSTOMER will co-operate with such buffer. CUSTOMER agrees to pay a fee of \$25 per 15 minutes for any delay of CONTRACTOR leaving on agreed upon time.

2.3. Scouting the Location

The CUSTOMER is responsible for inspecting the Location to ensure that the Location is suitable for all planned activities, including ample parking and turnaround space for CONTRACTOR'S vehicles. The CUSTOMER must maintain the safety of the location and guest activity. If location or guest activity is deemed unsafe or illegal activity occurs, the CONTRACTOR will leave immediately, and the deposit will be forfeited. If any damage to the pony, equipment or staff occurs due to CUSTOMER'S inability to maintain a safe environment, the CUSTOMER is liable for all damages.

2.4. Reserving the Location

The CUSTOMER is responsible for reserving the Location for the applicable dates and times (including all time required for setup and teardown), and paying all associated fees, including any security deposit, permits, additional(s) onto insurance policy, licenses, etc. that is required by the Location.

2.5. Compliance with Legal and Insurance Requirements

The CUSTOMER is responsible for ensuring that the activities planned pursuant to this Agreement are compliant with all applicable legal and other requirements applicable to the Location, including but not limited to obtaining permits and providing proof of insurance. If additional insurance or legal work (such as revision of liability release forms) is required, or addition of named insured parties to CONTRACTOR'S policy is required, the CUSTOMER shall be responsible for the cost associated therewith.

3. Ponies and Horses

3.1. Equines

CONTRACTOR will transport pony (the "Equine") to the Location. The specific Equine provided by CONTRACTOR shall be at CONTRACTOR'S discretion, based upon CUSTOMER request.

3.2. Rides and Handling

CONTRACTOR may use reasonable judgment in declining to permit guests to come near the Equine and/or ride the pony. Under no circumstances may any guest feed any Equine any item not explicitly authorized and supplied by CONTRACTOR. At CONTRACTOR'S discretion, guests may be permitted to Pet the Equine, Sit on the Equine for photographs while the Equine is held by CONTRACTOR'S handler, and Ride the Equine being led by CONTRACTOR'S handler. No two (2) children on one (1) pony at any time. No child under the age of 1-year old may participate. Any guest with disabilities must have a doctor's release form and medically trained attendant with hands on guest during all contact with the Equine.

3.3. Safety Attire

Equine often weigh 250 pounds or more and therefore can easily break bones by inadvertently stepping on guests' feet. Therefore, CONTRACTOR requires that each guest coming near the Equine must wear enclosed shoes (e.g., no bare feet, flip flops or sandals). If guests are permitted to ride pursuant to Section 3.2, all riding guests must wear proper undergarments. All garments must be dry.

4. Payment Terms

4.1. Deposit

To reserve Contractor's services pursuant to this Agreement:

- CUSTOMER agrees to pay to CONTRACTOR a deposit of \$200.00 for event totaling \$400.00 (one hand-led pony). Cash, check, cashier's check, or Zelle are accepted payments. The Deposit must be received to reserve/lock-in date and time.
- CUSTOMER agrees to pay CONTRACTOR full payment within 2 weeks of reservation for larger events such as church, school, fundraiser, nonprofit organizations, grand openings, and any other event considered "large" by CONTRACTOR.
- Until such time as the Deposit and signed Contract is received in full to the CONTRACTOR from CUSTOMER, the CONTRACTOR is not obligated to perform pursuant to this Agreement and is free to make commitments to other parties on the date desired by CUSTOMER. The Deposit is non-refundable.

4.2. Pricing

CUSTOMER agrees to pay CONTRACTOR pursuant to the prices set forth by CONTRACTOR. The Deposit (*as defined in Section 4.1*) shall be credited toward the total amount due. CUSTOMER agrees that CUSTOMER must pay CONTRACTOR in full on the date of scheduled event.

4.3. Payment Methods

CONTRACTOR accepts the following payment methods: Cash, Check, Cashier's Check, or Zelle.

4.4. Penalty for Dishonored Payment Instruments

If any payment instrument issued to CONTRACTOR by or on behalf of CUSTOMER is dishonored

for any reason, CUSTOMER must immediately pay CONTRACTOR cash. If the dishonored payment instrument represents any portion of the Deposit, CONTRACTOR is not obligated to perform pursuant to this Agreement and is free to make commitments to other parties on the date desired by CUSTOMER until the Deposit is paid in full.

5. Cancellations

If CUSTOMER terminates this Agreement at any time, CONTRACTOR is entitled to retain the Deposit as compensation for reserving CUSTOMER'S desired date and time. Upon terminating this agreement, CONTRACTOR has a strict **NO CANCELLATION Policy**. *RESCHEDULING is only permitted due to inclement weather or base-by-base incident. Rescheduling fee of \$50 will be applied for any reason except inclement weather.*

6. Schedule and Location Changes by CUSTOMER

The following provisions shall apply to changes requested by CUSTOMER in the date, time or Location of the services to be provided by CONTRACTOR in the event of Inclement weather and/or other unforeseen circumstances. CUSTOMER must notify CONTRACTOR of any desired changes **in written form via TEXT at 919-630-6034**. Upon receipt of text from CUSTOMER of the desired changes, CONTRACTOR will determine CONTRACTOR'S availability and reply to CUSTOMER. Until such time as CUSTOMER receives confirmation of CONTRACTOR'S availability at the new Location, date and/or time, CONTRACTOR is not obligated to perform at such new Location, date or time. If CONTRACTOR is unavailable to perform at the new Location, date and/or time desired by CUSTOMER, the parties shall mutually agree upon an alternate Location, date and/or time. If the parties are unable to agree upon a new Location, date and/or time then the *CONTRACTOR shall retain the Deposit as compensation for reserving CUSTOMER'S original desired date and time.*

7. Schedule Changes by CONTRACTOR

From time to time, unforeseen circumstances may force CONTRACTOR to cancel or delay performance pursuant to this Agreement or to select an alternate Location. As soon as CONTRACTOR is aware of a potential cancellation, delay or Location change, CONTRACTOR shall notify CUSTOMER. If CONTRACTOR must cancel the services, delay the services by more than one hour past the scheduled start time, or move the Location, CUSTOMER may, at CUSTOMER'S option, cancel the services altogether or agree with CONTRACTOR upon an alternate time, date and/or Location for performance. If the services are cancelled, then the CONTRACTOR shall return the Deposit.

8. Weather Delays and Cancellations

From time to time, weather may prevent, delay or curtail CONTRACTOR'S performance pursuant to this Agreement. For example, CONTRACTOR will not provide outdoor services during an electrical storm. CONTRACTOR shall be entitled to use reasonable judgment in determining whether weather conditions warrant the cancellation, delay or curtailment of performance pursuant to this Agreement. As soon as CONTRACTOR is aware of a potential cancellation, delay or curtailment, CONTRACTOR shall notify CUSTOMER. If the services must be cancelled or delayed due to weather, CUSTOMER and CONTRACTOR will mutually agree upon an alternate time, date and/or Location for performance. Deposit will be returned to CUSTOMER if event cannot be rescheduled.

9. Liability Release Forms

CONTRACTOR shall provide CUSTOMER with forms of liability release on day of the event, and CUSTOMER shall be solely responsible for ensuring that each guest (and in the case of minor guests, such guests' parent or guardian) executes and delivers a release form to CUSTOMER on day of the event. Before the start of the event, CUSTOMER shall provide copies of all such executed releases to CONTRACTOR.

10. CUSTOMER'S Indemnification Agreement

CUSTOMER agrees to defend, indemnify and hold CONTRACTOR and CONTRACTOR'S owners, officers, members, managers, directors, family members, employees and agents (collectively, the "Contractor Parties") harmless against all claims, demands and causes of action, including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of CUSTOMER or any of CUSTOMER'S heirs, successors, assigns, guests, employees, family members or agents (collectively, the "Customer Parties") or brought by others against the Contractor Parties in connection with services performed pursuant to this Agreement, or any action or inaction taken by the Customer Parties.

11. Limitation of Contractor's Liability

Under no circumstances shall the Contractor Parties, or any of them, be liable to the Customer Parties, or any other parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on the Contractor Parties' liability set forth in this Agreement, under no circumstances shall the Contractor Parties' liability pursuant to this Agreement exceed the total amount of compensation received by Contractor pursuant to this Agreement.

12. Notice

12.1. Form of Notice

Notices given pursuant to this Agreement must be in written form and delivered via a method that provides evidence of receipt, such as a text to the CONTRACTOR by the CUSTOMER. Email shall not be considered effective notice unless acknowledged by the receiving party.

12.2. Notice to Contractor

All notices must be delivered to CONTRACTOR at the cell number/text provided by CONTRACTOR upon request by CUSTOMER.

12.3. Notice to Customer

All notices must be delivered to CUSTOMER at the cell number/text provided by CUSTOMER upon request by CONTRACTOR.

12.4. Changes in Contact Information

Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in contact information. If a party does not provide the other parties with notice of such changes, a notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

13. Assignment or Transfer

No party may assign or transfer this Agreement without the prior written consent of the other parties.

14. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Except with respect to the prices set forth in **Section 4.1**, any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

15. Governing Law and Venue

This agreement shall be governed by the laws of North Carolina (state). The parties hereby agree that any legal action under the Agreement must be brought in Johnston County, North Carolina (state).

16. Attorneys' Fees and Other Expenses

In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party(ies): Attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

17. Severability

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Upon the receipt of paid deposit to CONTRACTOR from CUSTOMER, the CUSTOMER constitutes payment as legal agreement to uphold this contract agreement (Host Event Contract). CUSTOMER acknowledges and agrees to the Terms and Policy set forth by CONTRACTOR, including but not limited to, CONTRACTOR'S No Cancellation Policy, Payment Procedures, and Rescheduling policy and fees.

Printed Names/Signatures in Execution of the Host Event Contract (Pages 1-6):

Date ____/____/____

Host of Event/Customer: Printed Name & Signature

_____, _____ Date ____/____/____

Managing Member/Owner/Contractor: Party Pony & Friends LLC Printed Name & Signature