



## Justin Gessel- The Houston Magic Man

Signature requested on April 15, 2023

# Service Agreement

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**Business: Justin Gessel- The Houston Magic Man**

**Recipient: New Customer**

houstonmagicman@gmail.com

houstonmagicman@gmail.com

12506 CASTLESTONE DR, HOUSTON, TX,

77065-4070

(281) 949-8083

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This contract is between Justin Gessel- The Houston Magic Man (the "Business") and New Customer (the "Client") dated 04/15/2023.

Please carefully read the terms and conditions outlined below. Any individual or corporation (Client) undertaking contractual business with Justin Gessel (Artist) assumes full acknowledgment of these terms, without exception.

## Terms

### Booking Process

The specific date requested by the Client is provisionally held by the Artist until the necessary deposit has been fulfilled and cleared. If a deposit is required, the performance date can only be held for a maximum of 7 days without receiving deposit. Should the fulfillment of the deposit not be consummated within this time, the pertaining date automatically becomes available to other clients, without liability to the Client.

All bookings are subject to contractual agreement between the Artist and the Client. It is required that the Contract is agreed to by both the Client and the Artist.

All bookings remain provisional until the Contract has been agreed to by the Client.

## **Deposit**

An initial deposit of \$50 USD is required for booking the Artist.

The deposit paid by the Client is non-refundable.

## **Payments**

Payments, for both the deposit and the balance, are required to be paid via Square, Paypal, Venmo, Check, Cash or any other means agreed upon by both the Client and the Artist. Invoices, for the deposit and the balance, will be issued to the Client, respectively.

The Artist has the right to request full payment on the date, before commencing any services. All payments are required in US Dollars.

## **Service**

The Artist agrees to perform table hopping/walk-around magic, and/or a dedicated parlor style show for the agreed amount of time specified in the quote provided to the Client on the Booking Date.

If in the unlikely event the Artist feels threatened or in danger in any way, the Artist has the right to leave the event without providing full Services.

The Artist has the right to hand out promotional material on a Booking Date, unless specified otherwise by the Client.

The Artist will not solicit tips or additional compensation before, during, or after the event, but does reserve the right to accept and retain any tips or additional compensation voluntarily given by event guests or other observers.

The Artist will require at least 1 parking space for the duration of the event. If the Client is aware of any parking restrictions, such as residents parking, metered parking, or time limits please advise the Artist when booking your event.

The safety of all guests is the sole responsibility of the party host, who must be 18 years or above. 1 adult should be present at all times during the Services provided by the Artist.

## **Liability**

The Artist will take the utmost care to ensure the safety of all event guests and will only use high quality products and follow strict hygiene routines.

Liability cannot be taken for reactions or injury sustained whilst attending an event or thereafter.

All allergies, ailments, infestations or viruses of guests or clients, which may affect the event in any way, must be reported prior to the event date. The Artist cannot accept liability for actions outside of the Artist's control to include hazards/dangers within the home or chosen venue.

### **Cancellations**

In the event that the Client decides to cancel the Booking, the Client is required to notify the Artist, via email, immediately. As a result of such, the Client will forfeit the deposit paid. Additionally they will be liable to pay cancellation charges as follows:

- i) Cancellation over 72 hours prior to the Event Start Time: No Fee
  
- ii) Cancellation made 48-72 hours prior to the Event Start Time: 25% of Total Invoice
  
- iii) Cancellation made 24-48 hours prior to the Event Start Time: 50% of Total Invoice
  
- iv) Cancellation made less than 24 hours prior to the Event Start Time: 100% of Total Invoice

### **Failure of Artist to fulfill Contract**

In the unlikely event that the Artist is unable to deliver the agreed service of entertainment, all money paid by the Client shall be returned. Following the reimbursement of these funds, the Artist shall have no further liability to the Client in relation to any part of the Contract.

## **Signatures**

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

### **Business signature**

<b>Owner name</b>	Justin Gessel
<b>Owner signature</b>	<i>Justin Gessel</i>
<b>Business date signed</b>	04/15/2023

# Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	