

## contract for **added entertainment** services

This agreement is for the "Huge Little Wedding" service to be provided

to \_\_\_\_\_ ("you")

by Backthird Entertainment ("we" and "us")

regarding the wedding date \_\_\_\_\_.

### What we'll do

We'll create an **online celebration** experience you can invite others to view and participate in using a web link we provide.

We'll **personalize** the online celebration with your names and custom videos from one of our event hosts. If you provide wedding details and other preferences, we'll customize the celebration to those. If you submit photo or video, we'll include submitted photo or video.

We'll make this online celebration available within 7 days of the wedding date above, on a specific date we choose with you. It will remain available online no less than 7 days, after which time we'll send you the online content as a digital **video file** for you to keep.

### What you'll do

You'll **plan and hold a wedding celebration on the wedding date** above that adheres to public health guidelines for your location.

You'll **submit photo or video**, using an upload link we provide, within 1 day of the wedding date above if you want it included in your online experience.

### Payment:

Separate payment for this service is not required, as it's being bundled into your existing live entertainment service at no additional cost.

See Backthird Entertainment "online services addendum," for details.

 See page 2 for contract provisions, signature and payment link.

**Cancellation:** You can cancel this contract at any time by notifying us by email. No further payments will be due or services rendered. Payments already made are non-refundable.

**Date changes:** You can transfer services outlined herein to a different wedding date *only* if a personal health condition prevents you from marrying *or* if a government stay-at-home order makes your wedding plans impossible. In all other cases, including under health guidelines that permit gatherings of up to 10, this contract and its date remain in effect.

To change your date, notify us at least 10 days before the wedding date above.

**Promotion:** We may use photo or video from your online celebration to promote and demonstrate our services unless otherwise instructed by you in writing.

**Liability:** The service outlined here allows for public sharing of text, images and audio by anyone who visits your online celebration URL. You agree not to hold us liable or responsible for content others may share in your online celebration. (We can give you access to moderate online comments yourself if you wish.)

You agree not to hold us liable or responsible for delays or errors by reason of circumstances beyond our control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots or failure of communication or power supply.

Our liability arising from any professional acts, errors or omissions shall not exceed the total fees for these services as listed in the Payment section above.

**Other Details:** **GOVERNING LAW.** The laws of Illinois govern all matters arising out of or relating to this Agreement, including torts.

**SEVERABILITY.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**MERGER.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**AMENDMENT.** The parties may amend this Agreement only by the parties' written consent via proper Notice.

**HEADINGS.** Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

|                  |       |
|------------------|-------|
| CLIENT SIGNATURE | DATE: |
|------------------|-------|

|                |
|----------------|
| CLIENT ADDRESS |
|----------------|

|   |       |
|---|-------|
| BACKTHIRD ENTERTAINMENT:  | DATE: |
| Backthird Entertainment, 127 S. First St., Suite 102 Geneva, IL 60134 |       |