



PROSPECT BAND BOOKING FORM

Date of Event: _____ Time of Event: _____

Location of Event: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number (best number to reach you): _____

Email Address: _____

Total Number Attending and Age Range: _____

PAYMENT: Check Visa Mastercard American Express

Name on Credit Card _____

Account Number _____ Expiration Date _____

Billing Address _____

Signature _____

A non-refundable deposit is required to secure your date (\$100 onsite, \$350 offsite). I understand that by signing this form that this credit card will be charged a deposit. Late Booking Policy: Any parties booked within 10 days of event is subject to a late fee. Marketing/Advertising: The Prospector retains the right to proof, edit, and revise all marketing materials distributed for an event. This policy includes, but is not limited to, printed materials, web advertisements, and social media. Violations of this policy can result in event cancellation.

Please return completed form to melissa.ettere@prospectortheater.org the Box Office.

040218

Prospector Theater Performance Agreement

This Prospector Theater Performance Agreement ("Agreement") is entered into as of _____, 20____ by and between The Prospector Theater ("Prospector Theater") and _____ ("Client"), as follows:

Booking Fees: The base booking fee is \$_____.

Booking fee is due at least two (2) days in advance of scheduled event unless otherwise agreed upon by the Prospector Theater. Prospector Theater accepts cash, checks, American Express, MasterCard, or Visa. Please make checks payable to Prospects, Opportunity and Enrichment, Inc. All checks must be received 10 days prior to the event.

Booking Times: _____ AM / PM - _____ AM / PM

The Prospector Theater is a busy facility with many obligations to fulfill and for that reason, we reserve the right to charge overtime fees. Overtime fees are \$500 for each 30 minutes over the agreed upon end time.

Conduct: The conduct of all participants and spectators while at the Prospect Band Event shall be the responsibility of the Client. Client also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or equipment during the performance period, or resulting therefrom. The Prospector Theater retains the right to evict objectionable persons from the premises or to call for security/police help if deemed necessary. Violations may result in denial of future event requests.

Public Advertising: Client shall not in any manner use Prospector Theater's name, trademarks, trade names, logos, word marks, and/or similar proprietary material or Premises for advertising, publicity, marketing, fundraising or public relations purposes without the prior written approval of the Prospector Theater.

Security Deposit: A non-refundable \$_____ security deposit is due upon signature. Please note the event is not confirmed until the Prospector Theater has received a deposit.

Cancellation: In the unlikely event that the Client must cancel this event, The Prospector Theater agrees to waive 100% of the cancellation fees if Client cancels within two weeks prior to the event. Cancellation after that date will require 100% of the security deposit, food and beverage costs.

Returned Checks: There will be a \$40 fee for any returned check.

Governing Law: This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Connecticut, without regard to conflicts of law principles

Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Severability: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Authority to Bind: In the event this Agreement is signed in the name of the company, corporation, partnership, association, club or society, the individual signing represents to the Prospector Theater that he or she has full power and authority to sign and deliver this agreement.

Entire Agreement: This Agreement with attachments hereto constitutes the entire agreement between Client and The Prospector Theater, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day & year listed below.

CLIENT: _____

The Prospector Theater

By: _____
Printed Name

By: _____
Printed Name

Signature

Signature

Date

Date