



THE HYPNOSIS COMPANY
THE HYPNOSIS COMPANY

“ AN E-TICKET RIDE THROUGH THE MIND! ”

PO BOX 2012 OCEAN SHORES, WA 98569

Justin James Mabry (Justin James) D.B.A. THE HYPNOSIS COMPANY located at PO BOX 2012 OCEAN SHORES, WA 98569

Contract For Services

The Pacific County Fair: is hiring The Hypnosis Company, to present Hypnotic Entertainment for: August 24th, 25th, & 26th, 2016: for a maximum of 3 shows_ Per Day . The Hypnotist will be Justin James of The Hypnosis Company. Initials JS

The Pacific County Fair: will use The Hypnosis Company's Logo or Logos for all promotional pieces in which the show is advertised. Initials JS

Detailed instructions

Cost for Services is broken down in this format:
\$2000.00 for 3 days

Total payment due at completion of event
\$2,000.00 US.

Final payment due upon completion of event.

Checks or money orders to be made payable to: The Hypnosis Company. Initials JS

It is understood that a minimum of 50 people in attendance is necessary for a full hypnosis show. In cases where there are attendance figures less than the minimum all shows will revert to presentations of hypnotic phenomena and individual demonstrations in a comedic format. Initials JS

All Presentations are videotaped and The Hypnosis Company reserves all rights to said copies. Copies of videotaped event will be made available for the sum of \$30.00 per tape. No other recording or videotaping is allowed. Initials JS

Additional Disclosures

INDEMNIFICATION/HOLD HARMLESS

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.



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INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- 1. General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- 2. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- 3. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. Initials PS

Any Sales of Back End Products, Including Hypnosis Cd's Video Tapes of the live performance or other show related products are to be sold at The Hypnosis Company's discretion, after completion of the show. There will be no Remuneration to The Pacific County Fair: for any such sales. Initials PS

There will be a \$1000.00 cancellation fee for any shows cancelled without 180 days notice. Initials PS

It is the Responsibility of The Pacific County Fair to provide adequate room for The Hypnosis Company's Performance. Initials PS

Please see rider for additional disclosures and stage requirements.

Signing Authority For: **Pacific County Fair**
Name: *Pacific County Commissioners*
Address: *PO Box 142, Menlo, WA 98561*

Justin James
CEO, The Hypnosis Company

Signature: *[Handwritten Signature]*

Justin James



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Disclaimer Notice
For Professional Hypnotic Entertainment

Additional Disclosures

All shows are rated G through PG 13 unless noted otherwise and are suitable for all audiences. **Initials** JS

Promotional Material: Will be made available through The Hypnosis Company's website www.TheHypnosisCompany.com/pages/Press-Kit.html. Event also agrees to use The Hypnosis Company's Logo or logos for all print and media work including all web based media. **Initials** JS

Web Links: Event will link to and use The Hypnosis Company's logo or logos for all web based media. In return The Hypnosis Company will provide a reciprocal link to their site for promotional purposes. **Initials** JS

The Pacific County Fair also recognizes that all hypnosis is self hypnosis that any hypnotic trance induced will be the responsibility of the volunteer and that The Hypnosis Company & Justin James will be simply guiding the participants into a relaxed state using guided visualization. All participants will be woken or aroused and given suggestions for positive improvement at the end of the Show Furthermore The Pacific County Fair recognizes that Hypnosis is a safe natural state and that no participant can or will do anything against their moral, ethical or religious beliefs. **Initials** JS

Rider

The Hypnosis Company provides microphones' as well as sound cueing equipment, plus any and all props used for performance

The Pacific County Fair will provide:

- Setup to be complete at least 1 hour before show time
- 20 to 30 fold up chairs for the stage area
- 2 small tables on stage for sound and props or one 6 foot table
- Sound for event:* Please see sound requirements below
- 3 XLR connectors for Music and Microphone on stage with 110v power and power strip
- A clear area 25 to 50 feet from stage area with *4* 8 foot tables to place video camera and operator with 110v power and power strip
- 8 bottles of water at stage (for props)

Sound Requirements

The Pacific County Fair will provide minimum sound system to include, 2 or more 15 inch speakers plus subs, 3 sound monitors for the stage and mixer with a minimum of 3 XLR connections. **Initials:** JS

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Address: PO Box 142, Menlo, WA 98561

Justin James
CEO, The Hypnosis Company

Signature: [Handwritten Signature]

Justin James