

## **CENTERFOLD STRIPS CUSTOMER AGREEMENT**

Thank you for hiring the performer(s) for your event through Centerfold Strips. By signing below: you have agreed to hire performer(s) through our agency for your event. You acknowledge that neither Centerfold Strips, Three M's LLC, its agents, owners, employees, parent companies and/or subsidiaries (hereinafter collectively referred to as "we" "Agent" "us") will not bind any policy of insurance that covers property, you, or your patrons/guests for any injury to person, property, or any loss whatsoever arising out of the performance/performers acts/omissions from the time the performer arrives at the designated premises until the time the performer leaves the premises. You agree to abide with all penal and civil laws of the federal, state, and local municipalities where your event is located.

As Agent our sole obligation to you is to provide you with performer(s) that materially comply with the requests made by the Host at the time of booking. We have earned our fee once you select the Performer(s) for your event, and booking is confirmed for your event. Cancellations are permitted but we reserve the right not to refund any advanced fees we have earned. Upon your timely request we will work to add, or change performers on notice, but we do not guarantee that we will be able to fill change orders or requests. We reserve the right to provide alternate or substitute performers in the event of illness, or any other reason necessitated by the Performer(s), at no discount to you.

We do not provide any form of assistance or security related to your event. As the Host you are expected to ensure a safe environment for the Performers, and to take reasonable measures to ensure that they are not physically harmed, or threatened with physical harm, in any way. Our Performers reserve the absolute right, at their sole discretion, to stop any performance if they are not safe or if they are physically harmed or threatened with harm. No refunds will be given under any circumstance where a Performer must stop their work for any safety concern. Our Performers rely on the generosity of the Hosts, guests, and patrons and excessive tipping is appreciated by all our Performers.

The Host agrees to indemnify the Agent against, and hold the Agent harmless, from: (a) any liability, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred for injury to property or person of the Host, patrons, guests, or to any third person or property in and about, and in any way connected to the event, resulting from any cause whatsoever; (b) any liability, damages, penalties, costs and expenses, statutory, or otherwise, incurred as the result of any government enforcement or action arising out of the event or conduct occurring at the event. We are not responsible to you for any cancellation or re-scheduling of any performance that we booked for you. We make no warranty or representation about the character, demeanor, behavior, and conduct of the Performers or otherwise for the events/gigs we book and the engagements which you have booked through us, and we are not responsible for same. We make no warranty or representation about the suitability, character, nature, fitness, or safety, of the Performers, and we are not responsible for same.

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Should legal action be necessary to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs incurred therein. This Agreement contains the entire understanding between the parties and supersedes any prior understandings, promises and agreements between them regarding the subject matter herein. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their, heirs, executors, administrators, successors, and assigns. All notices and other communications required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or seventy-two (72) hours after being mailed, registered or certified mail, return receipt requested, postage prepaid, or via Federal Express to such addresses as either of the parties hereto may from time to time in writing designate to the other party hereto. Any notice to Agent shall be made to Centerfold Strips, Three M's LLC. Any notice to Host shall be made to the billing address, or the premises. If Any provision of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

**Acknowledgement of this document shall be deemed original for the purposes of this Agreement.**