FAIRYTALE ENTERTAINMENT - BUSINESS SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 07 day of June, 2025

BETWEEN:

Wheaton Park District of 102 E. Wesley St, Wheaton, IL, 60187

(the "Client")

- AND -

Fairytale Entertainment Partys Inc of 2175 Pontiac Rd, Auburn Hills, Michigan, 48326

(the "Contractor").

CONTACT PERSON: Samantha Catanzaro

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the 'Party' and collectively the 'Parties' to this Agreement) agree as follows:

Services Provided

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the 'Services'):

1. Live princess, superhero or cartoon character performances.
2. Client has contracted Fairytale for a character event involving,
    - Kids DJ Sat 10:30 AM - 12:30 PM 2 hr

    to be held at **208 W. Union Ave Wheaton IL 60178**(hereinafter referred to as the "Event Location")

3. Special Requests:
    - N/A
4. Equipment to be provided:
    - N/A

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

The term of this Agreement (the 'Term') will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services on stated date of event under Services Provided, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide three days' written notice to the other Party. Should the Client terminate this agreement, the deposit will be handled as stated in the Reimbursement of Expenses below. In the event in which the Contractor cannot fulfill its obligations as expressed in the Services Provided, the Contractor reserves the express rights to terminate this contract and return, in full, all prior deposits by Client.

The **Contractor requires exclusivity in regards to other character performers or similar companies** who provide similar services (i.e. similar characters, face painters, balloon twisters, and any company service which provides similar services). In the event that another company or similar performance is discovered being involved in the same event, on the same day, the Contractor reserves the right to cancel the delivery of services or immediately withdraw from the event **still retaining full payment as agreed upon**. Client agrees to pay any remaining balance in the event this agreement of exclusivity is violated. The Client understands that any such blending of services puts the Fairytale Entertainment brand at risk and creates enormous confusion for guests interested in securing our services for future events. This includes allowing individuals to distribute promotional material during an event on the same day in efforts to confuse guests. The Client must ensure that this practice is not taking place and ensure to the

~~Contractor that steps have been taken to stop any efforts to mislead guests. Limited exceptions can be made upon agreement by Contractor.~~

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

The Contractor will charge the Client a flat fee of for the Services (the 'Compensation').

A deposit of has been paid

For the remaining amount(after deposit) of the Client will be invoiced prior to the Services being complete.

Invoices submitted by the Contractor to the Client are **due** upon completion of event unless otherwise agreed upon. A grace period of 10 days is permitted before incurring penalties.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

The Contractor will only be reimbursed for expenses submitted according to the following guidelines:

- The **Contractor will retain the deposit upon cancellation of event.** Should the Client wish to reschedule the event, the **full amount of deposit will be applied to the rescheduled event** as long as notice was given 3 days in advance. If no deposit was required out of good faith, the Client will agree to reimburse the Contractor for holding time on the calendar as well as event planning time with our sales team.

Penalties for Late Payment

Any late payments will trigger a fee of 10% per month on the amount still owing. The Contractor reserves the right to waive this penalty if an agreement is made to settle the balance swiftly.

Confidentiality

Confidential information (the 'Confidential Information') refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

All intellectual property and related material (the 'Intellectual Property') that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

1. Wheaton Park District

   102 E. Wesley St, Wheaton, IL, 60187

2. Fairytale Entertainment Partys Inc

2175 Pontiac Rd, Auburn Hills, Michigan, 48326

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clauses

A. Licensee agrees that in the case of a Government shutdown of businesses which affects Fairytale Entertainment directly, any deposits previously paid will be frozen on your account if the mandated shutdown has directly affected the Licensor from providing the entertainment for the date and time you selected. The deposit will not be refunded but will remain on your account for future use without any expiration date.

B. It is critically important to our company that our entertainers arrive 20 minutes early to their events in order to be prepared and ready to begin on time. With this said, we reserve the right to a 10-15 minute window without penalties in the event that unforeseeable events such as excessive traffic, accidents, weather or other acts of God prevent the entertainer from arriving early. The 10-15 minute window is only to be used in uncontrollable circumstances and the entertainer will be sure to stay for the full duration of the booked amount of time. The safety of our entertainers in

unpredictable circumstances is critically important. The entertainer will be sure to alert the Licensee of any delay should it be necessary.

C. Consequential Damages Waiver. Except as otherwise provided in this agreement, in no event will either party be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages or losses, including lost profits, loss of business opportunity or other similar damages resulting from or arising out of this agreement, by statute, in tort or contract, under any indemnity provision or otherwise (Except with respect to indemnity obligations for third-party claims and losses). **This does not apply to the exclusivity agreement as outlined above.**

During the Term of this Agreement for the event in which the services will be provided, the Client shall not, and shall cause each of its Affiliates to not, conduct any activity, either on its own, or with, for the benefit of, or sponsored by, any Third Party, that, in any case, involves the presentation, production, promotion or performance of similar competing live character entertainment during the event in which the Contractor is being contracted to be a part of unless Contractor makes definitive exception and noted in the Services Provided.

The Client agrees to avoid using known copyrighted materials related to popular brands and franchises in their efforts to promote an event (i.e. Disney, Marvel, D.C. etc.). Neither should the Client advertise that Fairytale Entertainment is connected in any way or is the same as a known brand or franchise. This includes all posts on the Clients websites, social media platforms and/or printed material of any kind. The Client also agrees to not use any artwork, logos, names, pictures and any other advertising pieces that have copyrights connected to them.

Dispute Resolution

Any controversies or disputes arising out of or relating to the Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of ~~Michigan~~ Illinois.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be

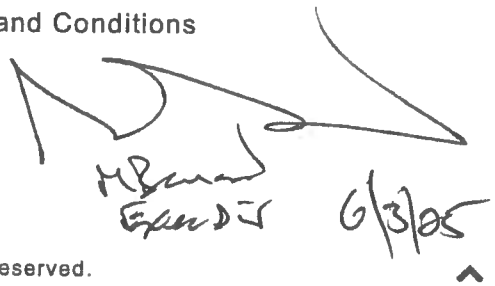
valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

☒ I Agree to the Terms and Conditions

Submit



Copyright © 2025 © Fairytale Entertainment| All Rights Reserved.