

Happy Jolly Llamas, LLC 7545 4th Avenue South Richfield, MN 55423

www.happyjollyllamas.com 612-229-0615

Happy Jolly Llamas LLC Event Agreement

This Agreement is entered into between Happy Jolly Llamas LLC and <u>"Client"</u> as of <u>"Date"</u>. We agree to bring live llama engagement services to your event, based on the details below and the terms of this agreement.

1. Services Provided: Happy Jolly Llamas LLC agrees to provide two llamas and a handler for the Client's event for guest engagement (viewing, petting, and interaction). The event details are as follows:

- Event Name:
- Date:
- <u>Time:</u>
- Location:
- Event Contact:

2. Termination of Services

- 1. **Guest Behavior & Safety:** Happy Jolly Llamas LLC reserves the right to end services before the scheduled event end time if any guest fails to follow the handler's instructions, creating an immediate risk of harm to the llamas. The host will be notified of the issue and given a reasonable opportunity to correct it. If the issue persists, Happy Jolly Llamas LLC may terminate services without refund or reduction in compensation.
- 2. Llama Welfare: If at any time the llamas become unwell or unable to continue for their welfare, Happy Jolly Llamas LLC may end the engagement early. In such cases, the Client will receive a refund for unused time, calculated in 30-minute increments.

3. Payment Terms: To secure Happy Jolly Llamas' services, the Client agrees to the following payment terms:

- A deposit of **\$100** is required at the time of booking. This deposit secures the event date and llama services.
- The remaining balance of \$____ is due 14 days prior to the event date.
- If the balance is not paid in full by this time, Happy Jolly Llamas LLC reserves the right to cancel the booking without refunding the deposit.
- Any additional time or services requested by the Client outside of the agreed schedule will be billed at a rate of \$50 per 30 minutes.

4. Cancellation Policy: If the Client needs to cancel the services, the following penalties apply:

- Cancellation more than 30 days before the event: the \$100 deposit is returned.
- Cancellation less than 30 days before the event: the \$100 deposit is forfeited.

Cancellations must be submitted in writing to Happy Jolly Llamas LLC. Failure to comply with this cancellation policy will result in the Client being responsible for the full payment of the contract.

5. Event Setup and Performance: Happy Jolly Llamas LLC and the Client agree on the following:

- The Client shall provide at least a 10x10 flat area for the llama engagement.
- Set-up will begin 15- 20 minutes prior to the event start time, and Happy Jolly Llamas LLC will be ready to begin promptly at the agreed event time.
- Both parties will mutually agree on the detailed event schedule before the event.

6. Permits and Insurance:

- 1. **Client Responsibility for Permits:** The Client is responsible for obtaining any necessary event permits from the City where the event is being held, including but not limited to animal permits. The Client shall be liable for any penalties or fees imposed by the City due to failure to obtain the required permits before the event.
- 2. **Insurance and Compliance by Happy Jolly Llamas:** Upon request, Happy Jolly Llamas LLC will provide proof of liability insurance and ensure that all animals have up-to-date veterinary health certificates as required for City permit approval.
- 3. **Failure to Obtain Permits:** If a City permit is required before the event date and the Client fails to provide proof of the permit upon request, Happy Jolly Llamas LLC reserves the right to terminate the service agreement without refund or reduction in compensation.
- 4. **Recommended Submission of Permit Proof:** If a City permit is required, the Client is encouraged to provide a copy to Happy Jolly Llamas LLC once obtained to ensure compliance with event requirements.

7. Liability and Indemnification: The Client acknowledges that live animal interactions carry inherent risks, and the Client agrees to hold Happy Jolly Llamas LLC harmless from any claims or

damages resulting from the animal engagement, except in cases of gross negligence or intentional misconduct by Happy Jolly Llamas LLC.

Happy Jolly Llamas LLC shall not be liable for any indirect or consequential damages, and the Client's remedy for any damages shall be limited to the amount paid under this Agreement.

8. Animal Restrictions:

- 1. **Prohibition of Other Animals:** To ensure the safety and well-being of the llamas, the Client agrees that no other animals, especially dogs, will be present at the event. The Client shall make every reasonable effort to prevent animals from approaching or interacting with the llamas during the event.
- 2. **Right to Terminate Services:** If other animals are present and pose a risk to the llamas, Happy Jolly Llamas LLC reserves the right to terminate services immediately without refund or reduction in compensation.
- 3. **Client Liability:** The Client shall be liable for any damages, injuries, or disruptions caused by other animals, including but not limited to harm to the llamas, handlers, guests, or guests' animals.
- 4. Limitation of Liability: Happy Jolly Llamas LLC shall not be responsible for any harm or injury caused by the llamas to other animals, including the Client's animals or any guests' animals present at the event.

9. Termination: Either party may terminate this Agreement under the following conditions:

- 1. The Client may terminate by providing written notice to Happy Jolly Llamas LLC with appropriate penalties as outlined in the Cancellation Policy.
- 2. Happy Jolly Llamas LLC may terminate if the Client fails to meet payment terms or breaches any part of this Agreement. In such cases, no refunds will be issued.

10. Independent Contractor: Happy Jolly Llamas LLC is an independent contractor and not an employee of the Client. Happy Jolly Llamas LLC assumes full responsibility for the llamas, including handling, care, and removal of any organic waste during the event.

11. Confidentiality and Promotion:

- 1. Promotion by Happy Jolly Llamas LLC: The Client agrees that Happy Jolly Llamas LLC may promote its involvement in the event through social media, its website, or other promotional materials. Happy Jolly Llamas LLC reserves the right to use photos or videos taken at the event for promotional purposes unless the Client expressly requests otherwise in writing before or during the event.
- 2. Promotion by the Client: The Client agrees to promote Happy Jolly Llamas LLC's participation in the event on social media, including tagging Happy Jolly Llamas LLC and using relevant event hashtags when applicable.

12. Force Majeure: Neither party shall be liable for failure to perform its obligations under this Agreement due to circumstances beyond its control, including but not limited to acts of nature, illness or injury to the llamas, government restrictions, or other force majeure events.

13. Governing Law: This Agreement is governed by and construed in accordance with the laws of Minnesota.

Signatures
Happy Jolly Llamas, LLC
By: Hannah Olson, its CEO/OWNER.
Signature:
Date:
Client:
Name:
Signature:
Date: