



15. Events cancelled within 7 days of event date will be subject to a 50% cancellation fee (50% of the remaining balance). This cancellation fee is not a penalty but rather shall be considered compensation to MVP for loss of other business opportunities. (Having made the date unavailable by booking, then canceling within the specified time periods) This forfeiture shall become zero if MVP is able to secure another booking for said date.
16. In the event that MVP is unable to perform, MVP will provide a suitable replacement or reschedule the event at no additional charge for the event described. If MVP is unable to provide a replacement or reschedule the event, a full refund, including any fees collected, will be issued within FIVE(5) business days by the same means of payment.
17. It is agreed that MVP executes this agreement as an independent contractor and is not an employee of the Purchaser.
18. MVP shall have complete supervision, direction and control over the services of its personnel and guests for the duration this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished. Purchaser must be available to receive any/all under-aged guests upon completion of services. If necessary for MVP to extend services due to un-received guests, additional compensation may be added.
19. Purchaser grants MVP unconditional release for the use of their name, contact information, photographs, or audio and/or video recordings taken at herein-described event for the purpose of MVP's advertising or promotion.
20. In the event of circumstances deemed by MVP to present a threat or implied threat of injury to employees or any property (audio/video equipment, consoles, games, controllers etc.) in their possession, MVP reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether MVP resumes performance. It is understood and agreed that the Purchaser agrees to provide crowd control if warranted.
21. Purchaser will be liable for any loss, theft or damage to any property (audio/video equipment, consoles, games, controllers etc.) belonging to MVP that is caused by Purchaser or his/her guests, customers, associates, etc.
22. In the event of an electrical storm, or weather conditions that pose a threat to the safety of your guests, inside or outside of the vehicle, your event will be suspended and the equipment shut down. There are no refunds for suspension or cancellation of events due to weather. Time may be added at the end of the event to make up for suspended time at the sole discretion of MVP.
23. Location and Set-Up for MVP: It is the responsibility of the Purchaser to ensure that the location of the event provides ample space for the MVP vehicle. The location should have a level road or pavement with a minimum length of 17-20 feet. For the safety of your guests, MVP is not obligated, but may attempt to relocate the vehicle to a suitable location nearby.
24. This agreement shall be considered to have been made in the State of New Jersey and shall be interpreted, and rights and liabilities determined, in accordance with the laws of said State. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.
25. This contract is binding and constitutes the entire agreement between the Purchaser and MVP. Purchaser attests that upon signing that he/she is 18 years of age or older. This contract may not be modified unless amended in writing and signed by the parties hereto. Please return agreement, completed and signed to MVP, via mail or fax.

\_\_\_\_\_  
Mobile Videogaming Parties LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

*Prices effective 3/15/2010 and supersedes all previously printed prices. All prices are subject to change.  
Agreement last updated 3/15/2010.*

## **Appendix A**

### Pricing/Fees

Weekdays- Monday through Thursday

1 hour - \$185.00

Additional \$55.00 per ½ hour thereafter

Weekends- Friday, Saturday, Sunday & Holidays

Minimum 2 hour booking required.

2 hours - \$295.00

Additional \$55.00 per ½ hour thereafter

Weather conditions permitting or if proper shelter is available, one external station is provided at no extra charge. Any additional external stations will be charged a rate of \$100.00 per station.

State taxes are included in all prices. Tips/Gratuities not included but are appreciated for a job well done.

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