

Terms, Definitions and Conditions

* **"LOCAL"** refers to the immediate Twin Cities area including suburbs immediately contiguous to Minneapolis, St. Paul and/or Cottage Grove, Minnesota.

** **Stage lighting** requires lots of additional equipment and set-up/tear-down time. Stage lighting options can vary from bare-bones, basic passive stage illumination to a fog/haze-enhanced, extremely dynamic and impressive dancing, flashing multi-colored, sweeping and strobing Las Vegas style light show that affects the entire room and comes complete with follow-spot (subject to availability of an additional stage hand). Show venue and client are advised and responsible for the conspicuous posting of advisories at entrances visible to all attendees that such effects will be used during the course of the show. A follow-spot and operator are additional options. At some shows (generally select shows that include full sound and lighting systems) we may be able to start the show by projecting a brief video retrospective compilation about Elvis, the era from which he originated and his evolution as a performer.

*** **Sound equipment:** The need for sound equipment components can vary depending on the size of the venue, indoors or outdoors, number of people attending, etc. The system in Option #1 includes two small, self-powered speakers and portable sound gear (this rig fits in half a car trunk!). The basic pro system includes two main speaker enclosures and necessary sound gear; the enhanced pro system includes FOUR mains and two 18-inch subwoofers for extremely high quality sound and potential for adequate volume in larger venues. For extremely large venues and some big-scale outdoor concerts, outsourcing the sound system may be recommended. When Art is performing through adequate equipment provided by others (DJ, band, concert sound systems, etc.), you're at the lower end of his rate scale.

We will work directly with a DJ or band technical contact and provide specialized equipment within reason and as needed to facilitate integrating into amplification systems provided and operated by others.

DRIVE-BY ELVIS SIGHTING Available only when weather conditions are conducive to a local 40-minute outdoor show. The sound gear is loaded into and operated from a vehicle or trailer, and thus never actually unloaded/reloaded. An extension cord must be run to an outlet for electrical power, or we will provide a gas powered generator if an outlet isn't available. We back in the driveway or other vehicle-accessible space, plug in, pop the hatch/doors, "Elvis" appears and it's SHOWTIME! If arranged in advance and weather conditions preclude this option, the sound gear can be moved to - and set up in - a sheltered area: but we'll need help with that!

EEEEK!! A dressing room of some sort (preferably clean, securable and private) **MUST** be provided!

TRAVEL: applicable travel costs apply if a show location is not immediately contiguous to the Twin Cities (Minneapolis/St. Paul) area. Travel costs include vehicle, trailer if needed for sound and/or light gear, participants, etc. and will be estimated at approximately **\$50.00 per hour of travel time** as estimated according to: www.mapquest.com to and from Cottage Grove, MN. When overnight stays are necessary, the client is responsible for arrangements and/or costs associated with appropriate accommodations for the dates prior to, during, and after the performance/s.

FLAT RATE: for extended appearances, additional time commitments and/or "personality appearances" (those which do not necessarily involve performing), Art's **flat rate** will usually be estimated at **\$300.00 per hour**, not necessarily to the exclusion of the parameters delineated herein, or at Guild Scale if applicable -- whichever is higher, and the **\$500.00 minimum** still applies. Under some circumstances we may be willing to negotiate with regard to extended appearances.

DEPOSIT: Upon agreement, a **deposit of up to 25%** of the total negotiated amount is required to guarantee the booking date, or a **minimum of \$500.00 if a live band is required** (or under other circumstances as deemed fit). Any booking will be considered "tentative" until the deposit has been received. The full balance is then due and payable on the day of the show. Invoices reflecting deposits and balance payments will be provided. Alternate arrangements may be made for situations not otherwise specifically addressed herein or if deemed necessary, appropriate and mutually agreeable. With rare exceptions, deposits are generally not refundable except by mutual agreement and/or if incidents occur beyond the control of either or both parties.

The exchange of a deposit from the client and a receipt/invoice from Art Kistler and/or "E" ala K-Art Entertainment constitutes a mutual understanding and agreement to the terms policies and conditions specified in the Web site <http://www.ElvisTributeArtist.com>.

PAYMENT: We accept personal, business/corporate checks, money orders, cashier's checks, cash, and credit cards via PayPal (conditions apply to PayPal payments, see below).

PARKING: Parking for Art's vehicle (and trailer when applicable) must be provided and paid for by client if applicable. Close proximity to the nearest stage access is a must when we are providing equipment!

WHEEL-N-DEAL: Sometimes we're able to be creative by negotiating for a partial trade. For example, we might consider weekend get-away accommodations at a resort, or in a whirlpool suite -- or what have you -- the reasonable value or difference of which can be considered in exchange for a commensurate discount from Art's established rates.

Additional services and/or time commitments will incur additional costs.

Short notice appearances and/or "double-headers" (multiple commitments in the same day) are possible but standard rates will not apply.

WHEN POSSIBLE, Art may consider or reconsider certain booking opportunities when a client's offer and budget constitute adequate incentive in the form of remuneration exceeding the rates posted. Under no circumstances will this occur to the exclusion of Art's high, established standards of professionalism and conduct and/or the compromising of prior commitments.

LIMITS: In the interest of vocal longevity, under few circumstances will Art's total or cumulative stage performance time exceed 90 minutes on a given show date (ever try singing for an hour and a half?).

CHARITIES: In the spirit of Elvis Presley, each year we also try to do a limited number of select charity events. For some charity events, we'll offer a substantial discount but our base expenses must be covered. Another popular means is to have one or more sponsors who will donate toward the entertainment as a charitable contribution. Sometimes Art has such connections depending on the nature of the event and the tax advantage for the donor. .

TIPS/Gratuities? Like any service provider we graciously and gratefully accept gratuities... but assistance unloading and reloading gear is a terrific and very welcomed substitute, where applicable!

WOULD YOU LIKE FRIES WITH THAT? Art will perform songs from - and plug - the CD's he has for sale unless specifically advised or requested not to. CD's will typically be offered for sale at events of all kinds.

Rates include overhead costs which include but are not necessarily limited to: costume and accessories acquisition, costume and accessories maintenance, equipment repair and maintenance, equipment upgrading, new disk acquisitions, business expenses (Web site host server fees, Web site maintenance and upgrades, etc., business cards, advertising, promo CD's, billing processes, etc.), stage lighting lamps, batteries (primarily wireless mic), costume jewelry (rings, pendants, etc.) stage make-up, professional and custom styled costume wigs, miscellaneous vehicle and trailer costs, support staff costs, Gatorade... and lots of Advil!

PHOTOS AND VIDEO: With the condition of requiring a copy of any live video, we are amenable to the private use of personal video and/or photos taken during or following a performance, as long as any and all media are in good taste and reflect favorably and/or so as not to harm the image of anyone affiliated with "E" ala K-Art Entertainment including clients. Broadcast or any other public display specifically requires the advance, written permission of Art Kistler or an authorized agent of "E" ala K-Art Entertainment.

PERFORMERS INSURANCE: Art is insured specifically as an entertainer for liability related issues. If a certificate of insurance is required indicating the client as an "additional insured," adequate advance notice must be allowed to expedite such documentation.

"E" ala K-Art Entertainment is a State of Minnesota registered sole proprietorship. We will always pay our due, and remain in good standing with the Minnesota Department of Revenue and the IRS. This is our way of saying: we keep it legitimate and report all income. Bummer: as of 2002 income from this business is in the 50% tax bracket. OUCH.

A particular outfit/costume can be requested, but the final choice will be subject to availability and will ultimately be determined at Art's discretion.

Substantial advance notice is necessary in the event that a live band is required.

We reserve the right to decline performances in venues in which smoking is allowed, and generally seek to avoid them.

Art reserves the right to decline participation in any event at any location for any client and for any reason.

Venue owners, administration and/or management are responsible for posting appropriate warnings for audiences attending shows with stage lighting as considered necessary due to the occasional use of strobe lights and/or other dynamic or special effects lighting.

Client would typically provide an approximately eight-foot long table near the stage for sound gear and CD sales where allowed.

Individual aspects of the parameters herein may be altered only by mutual agreement.

Pricing structure is a guideline based on estimations only and is subject to change without notice at any time. Each and every appearance/performance is negotiated individually.

Weekday performances that affect other employment (ie: necessitating the use of vacation time, etc.) are likely to increase charges shown.

Cancellation: in the extremely unlikely event of catastrophic circumstances, illness, or discovery of any misrepresentation on the part of the client that require an unforeseen cancellation of services by Art Kistler and/or "E" ala K-Art Entertainment, and in the event that a substitute performer, rescheduling or other feasible adjustments do not suit the client, all deposits (minus administrative costs in the event of misrepresentation) will be refunded to the client in full and Art Kistler and/or "E" ala K-Art Entertainment shall not be responsible for further damages or other remuneration. In the event that the client cancels with less than ten (10) days notice, the client may be held responsible for payment of the full contracted dollar amount due to subsequent losses as a result of commitments made by Art Kistler and "E" ala K-Art Entertainment to the client thus precluding booking by others.

The exchange of a deposit from the client and a receipt/invoice from Art Kistler and/or "E" ala K-Art Entertainment constitutes a mutual understanding and agreement to the terms, policies and conditions specified in the Web site <http://www.ElvisTributeArtist.com>.

Returned checks are rare, praise the Lord, but if they occur the client responsible is subject to a \$30.00 processing fee.

Payment in full is ALWAYS expected at time of performance. Untimely or delinquent payments may be subject to **monthly interest accrual at the rate of 22.5%** starting from the performance date. Collection agency costs and administrative fees will be added to any and all balance due totals.

In the event that Invoices/receipts are e-mailed as attachments, the original version on the "E" ala K-Art Entertainment business computer hard drive and/or otherwise in the possession of Art Kistler will prevail as the final, legal, original document. This statement is made considering that attached copy formats may be subject to inadvertent and/or unauthorized modification.

VISA, MASTERCARD via PayPal payments are only possible on line. Art's registered e-mail address for accepting payment via PayPal is: art@elvistributeartist.com. When using PayPal, in addition to a 25% deposit, if the balance amount will also be paid using PayPal, payment of the full balance payment amount must be confirmed at least seven days prior to the date of the show. This is due to payment confirmation delays when using this payment method.