



This Agreement (the "Agreement") is entered into as of **October 23, 2025** (effective date), between **Maricruz Sauer** ("Client") and **Cirque Aflame** ("Producer"), with regard to the facts set forth herein. The performance will be carried out by **Austen Cloud and co-performer** (collectively, the "Performers") for **Halloween Festival Performance Services**.

CLIENT

Name: Maricruz Sauer
Phone: 773-384-2672
Email: maricruz@wickerparkbucktown.com
Title: Event Coordinator, Wicker Park Bucktown Chamber of Commerce

PRODUCER

Name: Cirque Aflame
Show Manager: Austen Cloud
Phone: 872-226-7692
Email: cirque.aflame@gmail.com

Location: Milwaukee & Wood, Wicker Park, Chicago, IL

Date: October 26, 2025 (Sunday)

1. FEES PAYABLE TO THE PERFORMER

- Total fee for the performance is **\$1,200.00 USD**.
- Full payment of **\$1,200.00 USD** is due on the day of performance.
- Payment will be made by business check.
- 'Completion' is defined as the end of the scheduled 3-hour performance or the moment the Performers cease performing due to unforeseen circumstances. Full payment remains due unless otherwise agreed in writing.

2. SERVICES

- **Event:** Wicker Park Halloween Festival
- **Performance Details:** 3-hour street performance featuring two performers:
 - Stilt-walking Jack Skellington character
 - Austen Cloud - Juggling pirate character
- **Performance Schedule:**
 - 12:45 PM: Performers arrive for setup
 - 1:00 PM - 4:00 PM: Street performance
- **Costumes:** Professional Halloween-themed costumes (Jack Skellington and pirate).
- **Equipment:** All performance equipment will be provided by the Performers, including stilts and juggling props.

3. CANCELLATION AND REFUND

- If Client cancels, Cirque Aflame will offer a backup date within one year, subject to availability (more likely with 2+ weeks notice).
- If Producer cancels, payment may be applied toward rescheduling or waived entirely.
- For severe weather, health emergencies, or force majeure events, both parties will work together to reschedule, modify, or cancel the performance as appropriate.

4. LATE ARRIVAL & CHANGE OF SCHEDULE

- Full fee remains due even if performance is shortened at Client's request.
- Performers will accommodate schedule delays under 30 minutes. Longer delays may result in modified performance duration, with full fee remaining due.
- Changes to performance date or time must be communicated as soon as possible. Changes within 48 hours are subject to performer availability.

5. OBLIGATIONS

Producer:

- Will ensure timely preparation and optimal performance delivery.
- Will maintain confidentiality of Client information.
- Will arrive with all necessary performance equipment and costumes.
- May substitute performers with Client's consent, providing replacements of comparable skill and experience with advance notice when possible.
- Will maintain professional conduct and collaborate with event staff.

Client:

- Will ensure a safe performance area appropriate for street performance and stilt-walking.
- Will adhere to all terms and event setup responsibilities.
- Will provide accurate information regarding venue, audience, and technical requirements.
- Will inform Performers of any special circumstances that may affect the performance.
- Will provide access to a private changing area (bathroom minimum) for performers.

Venue Requirements:

- Performance area must be suitable for street performance and stilt-walking (level ground, sufficient space for crowd interaction).
- No overhead obstacles that would interfere with stilt-walking (minimum 10 feet clearance).
- Access to restroom facilities and private changing area required.
- Client confirms that street performance and stilt-walking are permitted at the event location.

6. HEALTH AND SAFETY

- Both parties agree to uphold safety as a priority. Producer may modify or cancel performance if conditions are unsafe.
- Performance area must be reasonably free of obstacles and hazards, with stable, level ground suitable for stilt-walking.
- Performers will conduct a brief safety evaluation upon arrival and may suggest location adjustments.
- Performers carry professional liability insurance through Specialty Insurance for all performance activities.
- Each party agrees to indemnify and hold harmless the other from claims arising from their own negligent acts or omissions.
- Any disputes related to this contract shall be governed by the laws of the State of Illinois.

7. COMMUNICATION & MEDIA RIGHTS

- Austen Cloud will serve as the performance manager for this event and will be the primary contact for all day-of logistics and questions.
- Both Client and Producer may freely use, share, and publish photographs and videos from the performance for promotional and personal purposes.
- Client agrees to credit "Cirque Aflame" when sharing professional photos or videos from the performance on social media or other public platforms.
- Producer may list the Client's event in its portfolio and promotional materials unless Client specifically requests otherwise.

CLIENT SIGNATURE

For Wicker Park Bucktown Chamber of Commerce
Name: Maricruz Sauer
Date: _____

PRODUCER SIGNATURE

For Cirque Aflame
Name: Austen Cloud
Date: _____