

CAPE OF THE CAROLINAS

BUSINESS SERVICE TERMS & CONDITIONS

Asheboro, North Carolina • Serving North Carolina & South Carolina

Document Version: 1.0 • Effective Date: October 2026

These Business Service Terms & Conditions ("Terms") govern all character appearance bookings and entertainment services provided by Capes of the Carolinas ("Provider"). These Terms are incorporated by reference into each Booking & Client Agreement executed by the Client.

1. Services Offered

Capes of the Carolinas provides professional costumed superhero character entertainment for birthday parties, community festivals, educational events, corporate gatherings, and charitable appearances. Services may include character appearances, interactive meet-and-greets, photo opportunities, and structured activities agreed upon prior to the event. The specific characters, arrival times, performance duration, and venue confirmed on the Booking Agreement constitute the agreed scope of work.

2. Pricing & Travel Schedule

- **Appearance Rate:** \$75.00 per hour (minimum booking: one continuous hour).
- **Local Travel (Within 20 miles of Asheboro, NC):** Included at no charge.
- **21-50 miles:** \$25.00 flat fee. • **51-75 miles:** \$40.00 flat fee. • **76-100 miles:** \$60.00 flat fee.
- **101-150 miles:** \$100.00 flat fee. • **151+ miles / Overnight:** Custom travel quote required.
- **Mileage Calculation:** Travel fees are based on one-way driving distance from Asheboro, NC, to the event venue and are billed in addition to appearance fees. Tolls or unusual logistics are quoted prior to booking.

3. Payment Terms

- **Deposit:** A **25% non-refundable deposit** is required at booking to reserve the date, time, and performer.
- **Balance Due:** The remaining 75% balance is due upon performer arrival or immediately at the conclusion of the appearance.
- **Accepted Methods:** Cash, major credit/debit cards, or authorized electronic invoice.
- **Overtime:** Extra time requested on-site by Client is billed at \$75.00 per hour (prorated in 30-minute blocks) and is strictly subject to performer schedule availability.

4. Safety & Conduct Policies

- **Inherent Risks:** Client acknowledges that active character entertainment and group games involve ordinary inherent risks. Provider exercises professional care to maintain a safe environment.
- **Limitation of Liability:** Provider assumes no liability for personal injury, property loss, or damage from circumstances beyond reasonable control, subject to applicable law.
- **Adult Supervision:** Parents, guardians, and event organizers must provide active supervision of children and guests at all times during the appearance.
- **Performer Respect:** Contact with performers and costumes must be safe, gentle, and voluntary. Grabbing, pulling, hitting, or tampering with costumes or props is prohibited. Performers reserve the absolute right to pause or end an interaction if safety or costume integrity is threatened.
- **Unsafe Conditions:** Client must provide a clean, dry, and safe environment. Provider reserves the right to terminate an appearance without refund if attendee behavior or venue conditions pose an unreasonable hazard.

5. Cancellation & Rescheduling

- **First-Booking Waiver:** First-time clients may cancel their initial booking without penalty. This waiver applies once per client account.
- **Subsequent Bookings:** Cancellations after booking confirmation incur a 25% cancellation fee (retaining the deposit). Any prepaid amounts above 25% will be refunded.
- **Notice:** All cancellations must be submitted in writing.
- **Provider Cancellation:** If Provider must cancel due to illness or emergency, Client receives a 100% full refund immediately unless a reschedule date is mutually agreed upon.

6. Weather & Force Majeure

- Provider reserves the right to postpone or modify appearances during severe weather warnings, hazardous road conditions, or emergencies.
- For outdoor events, Client is responsible for providing covered shelter or an indoor backup location.
- If severe weather prevents an appearance and no reschedule date can be reached within six (6) months, all payments will be refunded.

7. Client Responsibilities

Client agrees to provide adequate performance space, maintain crowd supervision, provide dedicated parking and clear venue access, and notify Provider in advance of any specific accessibility or venue constraints.

8. Governing Law

These Terms are governed by the laws of the **State of North Carolina**. Any legal action shall be filed in the courts of Randolph County, North Carolina.

CAPE OF THE CAROLINAS

BOOKING & CLIENT AGREEMENT

Service & Appearance Order

This Booking Agreement incorporates the Capes of the Carolinas Business Service Terms & Conditions (Version 1.0).

BOOKING DETAILS

EVENT & CLIENT INFORMATION	APPEARANCE & BILLING DETAILS
Client Name _____	Appearance Rate \$75.00 / hour
Organization (if applicable) _____	Appearance Duration _____ Hour(s)
Event Date _____	Appearance Subtotal \$
Event Time _____ AM/PM to _____ AM/PM	Travel Distance _____ miles
Event Location / Full Address _____ _____	Travel Fee \$
Character(s) Booked _____	TOTAL BOOKING COST \$
Primary Contact Phone _____	Deposit Due (25%) \$
Primary Contact Email _____	Balance Due \$

ACKNOWLEDGMENT OF TERMS

I acknowledge that I have received access to and have had an opportunity to review the Capes of the Carolinas Business Service Terms & Conditions, Version 1.0. I understand that those Terms & Conditions are incorporated into this Booking Agreement and apply to the services described above. By signing below, I agree to be bound by both this Booking Agreement and the applicable Business Service Terms & Conditions.

SIGNATURES & AUTHORIZATION

PROVIDER: CAPE OF THE CAROLINAS	CLIENT: AUTHORIZED SIGNER
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title / Role _____	Title / Role _____
Date Signed _____	Date Signed _____

CAPE OF THE CAROLINAS

MEDIA & PHOTOGRAPHY RELEASE FORM

Media Consent & Permissions

Event Date _____	Client Name _____
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Capes of the Carolinas takes pride in sharing memorable superhero moments. We frequently capture photos and video during appearances for promotional, educational, and portfolio purposes.

WHERE MEDIA MAY BE PUBLISHED

TikTok	Official Capes of the Carolinas account
Instagram	Posts, Stories, and Reels
Facebook	Business Page and Event Galleries
Official Website	Photo galleries, marketing banners, and service features
Promotional Materials	Flyers, brochures, and community event promotions

MEDIA PREFERENCE — CLIENT SELECTION

Please select one of the following options by initialing or checking:

☐	FULL MEDIA CONSENT (Standard) I grant Capes of the Carolinas full permission to photograph and record video during the appearance, and to publish, edit, and share these images and recordings—including shots of character interactions with guests and minors—on the channels listed above. No names or personal contact information will ever be published.
☐	PERFORMER & ATMOSPHERE ONLY (Limited) Capes of the Carolinas may photograph and record video featuring the costumed performer and general event atmosphere, but agrees to make reasonable efforts to avoid or obscure identifiable faces of minor children and guests before posting publicly.
☐	PRIVATE EVENT (No Public Media) I request that NO photos or videos captured during this event be published on social media, websites, or promotional materials. (Performers may take internal reference photos for training/costume logs only).

MEDIA RELEASE AUTHORIZATION

By signing below, I certify that I am the Client, event organizer, or authorized parent/guardian with the authority to grant or specify media preferences for this event.

CLIENT / AUTHORIZED SIGNER	
Signature _____	
Printed Name _____	Date Signed _____

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