

Master Services Agreement

Before sending to clients: Have a Colorado-licensed attorney review this template before using with paying clients. It is drafted as a sensible starting point reflecting Jordan's stated terms, but is not a substitute for legal counsel.

This Services Agreement (the “**Agreement**”) is entered into by and between **Games And Trivia Entertainment** (“**G.A.T.E.**” or “**Host**”), and the client identified in the signature block below (“**Client**”).

DEPOSIT**50% non-refundable****BALANCE DUE****One week before event****PAYMENT TERMS****No NET terms accepted****INSURANCE****COI provided on request**

1. Services

G.A.T.E. will provide live, in-person gameshow and/or trivia hosting services as specified in the Event Details addendum or written quote referenced by this Agreement. Standard services may include hosting, equipment (microphones, wireless buzzers, lighting, sound system, custom branded slides), and on-site setup and breakdown. Specific inclusions, location, run-time, and headcount will be confirmed in writing.

G.A.T.E. does **not** provide virtual or hybrid events. All services are delivered live, in person.

2. Booking & Payment

2.1 Deposit

A **50% non-refundable booking deposit** is required to reserve the event date. The date is not held until the deposit is received and confirmed.

2.2 Balance

The remaining balance is due **no later than seven (7) calendar days before the event**. G.A.T.E. reserves the right to release the date if final payment is not received by the due date.

2.3 Accepted methods

Zelle, ACH, business check, or credit card (with applicable processing fee). **NET payment terms are not accepted.**

2.4 W9

A current IRS Form W9 is provided to Client on request, typically delivered with the initial invoice.

3. Cancellation & Rescheduling

- **Cancellation by Client more than 30 days before the event:** the 50% deposit is forfeited; no further balance is owed.
 - **Cancellation by Client 30 days or fewer before the event:** 100% of the contracted total is owed.
 - **Rescheduling by Client:** one (1) reschedule permitted at no additional fee if requested in writing more than 30 days before the event and a mutually agreeable new date is available within 12 months. Subsequent reschedules are treated as cancellations.
 - **Cancellation by G.A.T.E.:** in the unlikely event G.A.T.E. cannot perform due to factors within its reasonable control, all sums paid by Client (including the deposit) will be promptly refunded in full.
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4. Insurance & Liability

G.A.T.E. maintains general liability insurance and will furnish a Certificate of Insurance (COI) to Client on request, typically within 1–3 business days. Client is responsible for ensuring its venue meets applicable safety, occupancy, and licensing requirements.

EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, G.A.T.E.'s TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL FEES ACTUALLY PAID BY CLIENT FOR THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

5. Venue, AV & Equipment

G.A.T.E. will bring the equipment specified in the event quote. Client is responsible for providing the venue, access to electrical power (typically two standard 120v outlets), reasonable load-in time before the event, and adequate space for the production setup. Additional equipment rentals (large-format displays, line-array sound for venues over 200 people, advanced lighting, etc.) are billable add-ons quoted separately.

6. Force Majeure

Neither party will be liable for failure to perform due to causes beyond reasonable control, including natural disasters, acts of government, pandemics, civil unrest, power-grid failure at the venue, or other force majeure events. In such cases, the parties will work in good faith to reschedule the event within twelve (12) months; if rescheduling is not possible, Client will receive a refund of any payments less reasonable costs already incurred by G.A.T.E.

7. Intellectual Property

G.A.T.E. retains all rights to its game formats, scripts, slide templates, brand assets, music, and other materials used during the event. Client receives a non-exclusive, non-transferable license to enjoy the event live; no rights are granted to record, rebroadcast, or commercially redistribute the event content without G.A.T.E.'s prior written consent.

8. Photography, Video & Promotional Use

G.A.T.E. may capture photographs, audio, and short video clips during the event for promotional, portfolio, and social-media use. Client may opt out of promotional use by notifying G.A.T.E. in writing at least seven (7) days before the event. G.A.T.E. will not publish content that identifies individual attendees by name without their consent.

9. Confidentiality

Each party will treat the other's non-public business information (including pricing, attendee lists, custom rounds based on proprietary company content) as confidential and use it solely for the purpose of performing under this Agreement.

10. Conduct & Cancellation for Cause

G.A.T.E. reserves the right to suspend or end an event without refund if attendee conduct creates a reasonable safety concern for the Host, Host's equipment, or other attendees, or if the venue does not match the conditions represented by Client.

11. Independent Contractor

G.A.T.E. provides services as an independent contractor. Nothing in this Agreement creates an employment, partnership, agency, or joint-venture relationship.

12. Governing Law & Disputes

This Agreement is governed by the laws of the State of Colorado. The parties will attempt in good faith to resolve any dispute through direct negotiation before pursuing formal action. Any unresolved dispute will be brought in the state or federal courts located in Arapahoe County, Colorado.

13. Entire Agreement

This Agreement, together with any referenced event quote or addendum, constitutes the entire understanding between the parties and supersedes all prior discussions. Changes must be in writing and signed by both parties.

G.A.T.E.

CLIENT

Jordan White, Founder & Host
Games And Trivia Entertainment

Authorized Signatory
Title / Company

DATE

DATE
