

**c. Tastes & Sounds Fall Series, Movies in the Park & SnowFest Budget Adjustment**

Recommendation: To authorize the adoption of a fall Tastes & Sounds of Cathedral City and Movies in the Park series in the Community Amphitheater, and to transfer \$25,000 from this year's SnowFest event budget to the Taste of Jalisco Festival, Jan. 31 - Feb. 2, 2025.

**SnowFest  
Budget**

<b>Attraction</b>	<b>Cost</b>
Trackless Train	\$ 3,500.00
Arctic Glacier Snow	\$ 3,232.50
Santa & Mrs. Claus	\$ 500.00
Santa Couch	\$ 400.00
<b>Total Cost</b>	<b>\$ 7,632.50</b>
<b>Total Budget</b>	<b>\$ 10,000.00</b>



<b>Bill to:</b> <b>CITY OF CATHEDRAL CITY</b> <b>Public Works Department</b> 68700 Ave. Lalo Guerrero, Cathedral City, CA 92234	<b>Proposal Date:</b> <b>08/01/24</b>
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Make checks payable to:  
**SIGNATURE SCULPTURE**  
**P.O. BOX 111**  
**PALM DESERT, CA 92261**



**P.O. Box 2802 Cathedral City, CA 92235**

**(760) 464-6878**

Company:	City of Cathedral City
Contact:	
Address:	68700 Avenida Lalo Guerrero, Cathedral City, CA 92234
Email:	
Address of Event:	Cathedral City Amphitheater
Booking Date:	October 10 <sup>th</sup> 2024 – November 14 <sup>th</sup> 2024 (6 dates)
Event Date:	October 10 <sup>th</sup> 2024, October 17 <sup>th</sup> 2024, October 24 <sup>th</sup> 2024, October 31 <sup>st</sup> 2024, November 7 <sup>th</sup> 2024, November 14 <sup>th</sup> 2024.
Start/End Time:	___pm until movie is over or after dusk
Price Per Event:	\$1500 not including movie
Deposit/Paid	

This agreement is entered in as of (Date) \_\_\_\_\_ between Jacobsway Productions (hereinafter referred to as Jacobsway) and Client \_\_\_\_\_ (hereinafter referred to as Client).

**1. Payment Schedule. Reservation.** A reservation is only confirmed once a deposit is received. Terms the initial nonrefundable deposit shall be 50% of the total amount due in the initial deposit shall be \$\_\_\_\_\_. Payable to Shauna McGloin DBA Jacobsway Productions. The balance of the total fee must be received before the movie begins. Event credit may not be used as a deposit where the services ordered is greater than the value of the credit.

**2. Cancellation.** The client may cancel due to expected inclement weather before noon on the day prior to the scheduled event. Client will receive a credit for the event. The notice of the new date must be scheduled within 30 days of the originally scheduled event. Jacobsway will work with the client to reschedule a mutually convenient time to make up the event within two months of the canceled event. Client may not cancel event due to weather earlier than 48 hours prior to the start time of the event. Except as otherwise provided herein cancellation of this agreement by client for any reason at all not including inclement weather and even when such notice was given with sufficient notice shall cause the forfeiture of \$\_\_\_\_\_ deposit.

**4. Extreme Weather Conditions.** Jacobsway reserves the right immediately to cancel the event in its sole discretion and without notice if there is any threat of lightning, rain, wind or extreme temperatures (above 100) and if the movie has not been started the client shall receive a credit. Jacobsway and the client will mutually decide on a new date.

**5. Licenses, Permits and Insurance.** Any and all necessary entertainment permits and insurance where applicable is to be provided by the client. Client shall notify Jacobsway any such special requirements the venue 30 days in advance of the event. All fees, costs and disbursement associated with the permits and insurance to be borne by client.

**6. Governing Law and Jurisdiction.** Any legal action involving a dispute or matter arising under this agreement may be only be brought in Riverside County, CA.

**7. Entire Agreement.** This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements. This agreement may not be modified except in writing signed by both parties.

**8. Overtime.** Any movie/presentation over two and a quarter hours will be charged \$75 per additional half-hour. The client has 30 minutes from their start time as indicated in the contract to begin their event. Anything over 30 minutes will be charged \$75 per half hour.

In witness whereof, the parties hereto execute this agreement as the day in the year first written.

Please note if there is any wind on the day of the event the movie screen must go parallel to the wind, if wind is a factor this may cause your event to be canceled.

I, the undersigned hereby give permission for Jacobsway to charge for all purchases on invoice/contract

Client

\_\_\_\_\_  
Date \_\_\_\_\_

Title

\_\_\_\_\_

Jacobsway Productions

\_\_\_\_\_  
Date \_\_\_\_\_

Title

\_\_\_\_\_