

Isabella Scocozza

Township of Union Public Schools Director of Instruction and Funded Programs (908)-851-6553

Approve Prismatic Magic Educational Laser Assembly to coordinate two student bullying prevention assemblies at Jefferson Elementary School on March 24, 2023. Amount \$1335.50 to be paid for using Title IV funds Account Extension: 8500



The Agreement for the engagement is made on January 25, 2023 between Jefferson Elementary School

(herein after CLIENT) and Prismatic Magic LLC (herein after VENDOR).

LOCATION of the engagement:	Jefferson Elementary School		
	155 Hilton Avenue		
	Vauxhall, NJ 07088		
DATE of the engagement:	March 24, 2023		
TIME(s) of the engagement:	9:00 - 9:40 AM; 10:00 - 10:40 AM		
PROGRAM THEME SELECTED:	BULLYING PREVENTION		
EVENT FEE:	\$1,335.50		

SPECIFICATIONS/GENERAL TERMS:

Vendor and Client are aware and agree that:

- No deposit is required; payment made to PRISMATIC MAGIC LLC is due the date of the engagement unless special circumstances apply (BOCES, Purchase Orders, etc) or other arrangements have been made. Special circumstances must be prearranged and agreed to in advance by all parties.
- 2) It is the responsibility of Client to ensure the selected location has the required darkness for the engagement.
- 3) The minimum power requirement is two 15-amp 120-volt lines from a standard source.
- 4) Client will provide Vendor access to the location a minimum of 1.0 hour prior to the scheduled start time and 0.5 hours following the conclusion of the event.
- 5) Client is responsible to ensure that any and all fire occupancy limits for the host venue are adhered to, and that the attendees maintain safe and orderly conduct. If Client fails to do so, Vendor reserves the right to cancel the event at any time in order to ensure the safety of all participants. Client is liable for 100% of the contracted fee if cancellation is necessary under these circumstances.

- 6) Client understands that for some programs, latex balloons may be used during the laser demonstrations. If the Client does not want latex used, Client must notify vendor via email to info@prismaticmagic.com at least two weeks in advance of the performance.
- 7) Unilateral cancellation by Client within 30 days of the scheduled performance is subject to a \$250 cancellation fee i.e., cancellation prior to 30 days is without penalty. In the event of a cancellation by joint consent, each of the undersigned parties shall be solely responsible for its own incurred costs to that point and the Agreement is terminated.
- 8) Client understands that lasers are highly sophisticated and sensitive electronic equipment, and as such, may malfunction without warning. In the case of a major malfunction that results in the postponement of the performance, Vendor will make best effort to reschedule the performance. If Vendor fails to satisfy Client's schedule, Client may elect to terminate this agreement.
- 9) In the event of unforeseen acts of God or other natural events, Vendor reserves the right to terminate this Agreement without penalty. In the event of school closing or inability to travel due to weather, the Parties will reschedule the event before the end of the school year.
- 10) Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision.

It is further understood that this Agreement contains the whole agreement between Client and Vendor and this document supersedes any other terms, obligations, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. This Agreement shall be governed in accordance with the laws of the state of the performance.

Client's Signature	Prismatic Magic LLC		
Tax Exempt Number (not needed for schools)	06-1578786 Prismatic Magic's FID / EIN		
Date	SIGN AND EMAIL CONTRACT TO: info@prismaticmagic.com Or fax to: 866-779-7726		
Ref: Jefferson Elementary School	Or mail to: PRISMATIC MAGIC, LLC PO BOX 11678 FORT WORTH, TX 76110		
IF CONTRACT IS NOT SIGNED AND RETURNED, IT IS			
ASSUMED PROGRAM WILL BE PRESENTED AS	PLEASE GIVE PAYMENT TO THE PRESENTER		
SCHEDULED. IF PROGRAM NEEDS TO BE	ON THE DAY OF THE PERFORMANCE UNLESS		
RESCHEDULED OR CANCELLED, PLEASE CALL OR	OTHER ARRANGEMENTS HAVE BEEN MADE		
EMAIL AT LEAST 30 DAYS IN ADVANCE TO AVOID CANCELLATION FEE.	IN ADVANCE.		



Prismatic Magic Administrative Office Address: PO BOX 11678 Fort Worth, TX 76110-0678 (866) 952-7376

Invoice Number: 225115-1

January 25, 2023

Client

Jefferson Elementary School 155 Hilton Avenue Vauxhall

NJ

07088

DATE	PROGRAM and SHOW TIME(S)	FEE
March 24, 2023	BULLYING PREVENTION	\$1,198.00
	9:00 - 9:40 AM 10:00 - 10:40 AM	
	GLOW BRACELETS: 550	\$137.50
	BALANCE DUE:	\$1,335.50

* PLEASE PROVIDE PAYMENT AT THE PERFORMANCE * (UNLESS OTHER ARRANGEMENTS, LIKE BOCES, PURCHASE ORDER, ETC, HAVE BEEN MADE)

THANK YOU!