

## **C Sharp Mobile Entertainment** **Entertainment Contract**

This agreement, made between C Sharp Mobile Entertainment (here-in-after known as "Disc-Jockey") and \_\_\_\_\_ (here-in-after known as "Client"), is for the purpose of contracting the Disc-Jockey's entertainment service.

The Disc-Jockey agrees to provide it's mobile disc-jockey services on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ at the following location: \_\_\_\_\_.

2. The Client agrees to pay the disc-jockey the total sum of \$\_\_\_\_\_. A non-refundable deposit of \$\_\_\_\_\_ is due when our services are booked, with the balance of \$\_\_\_\_\_ is due before the event begins. The Client's failure to pay the above stated compensation in full on or before the event begins shall release the Disc-Jockey from furnishing any services to the Client under this Agreement. The deposit is non-refundable except as provided below. Payments for the deposit, or payments on account will be accepted by check or cash. **(Make checks out to HEIDI CADE.)** This Contract is contingent upon the receipt of the deposit and contract (contract must have the Client's signature) within fourteen days after the date that the Disc-Jockey signs below. The Client agrees to pay a \$25.00 service charged for all returned checks, plus any bank service charges incurred by the Disc-Jockey.

### **CLIENT TO FURNISH**

The Client agrees to furnish a facility that completely covers the Disc-Jockey's equipment from direct sunlight and rain. The Client further agrees to provide sufficient electrical power within fifty feet of the location where the Disc-Jockey's equipment is set up. The Client agrees to provide specific directions to the event location, and access for the disc jockey's set-up at least two full hours prior to the above stated contracted time and tear down time of at least one hour after event is complete. The Client will make a meal available for TWO if there is a meal served at the event and also water for the event, as WE DO NOT DRINK ALCOHOL If event is 50 miles or more from Vandalia then Client will provide hotel accomodations for the night of the event.

The Client may request that the Disc-Jockey play longer than the time frame listed above. The Disc-Jockey will provide a longer performance if he has no other obligations and the Client is willing to pay current overtime rates (\$40 per hour) with the limit not to exceed 2 A.M. The availability of the Disc-Jockey to play over cannot be guaranteed. Please call if you have any questions on our availability to play over.

Every effort will be made to honor the Clients request for a specific disc-jockey (if applicable), however, in the event that the requested disc-jockey becomes un-available, the Company reserves the right to send another staff DJ. In the event that the Client was charged an additional fee for a specific DJ, that portion of the fee will be refunded by the Company.

The Disc-Jockey will make every effort to play all requests but cannot be held responsible if specific selections are not available. The Client agrees that the quality of the performance by the Disc Jockey is not a debatable subject, since this can be very subjective. However, if client alerts company to desired music, we can, in most cases purchase it to play for the event.

**TERMINATION/REFUND**

This agreement cannot be terminated by any of the parties hereto, but is subject to proven detention by sickness, accidents, equipment malfunction or acts of God beyond the control of the Disc-Jockey. In the unlikely event that the Disc-Jockey is unable to appear, the Disc-Jockey will make every effort to find a qualified substitute replacement. In the unlikely event that a replacement cannot be found, the Disc-Jockey will make a full refund of any deposit paid by the Client, however, the Client agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Disc-Jockey. In the unlikely event that the Disc-Jockey is delayed and the event does not start on time, or time is lost during the event due to equipment malfunction, the Disc-Jockey will refund the portion of fees paid prorated to the time lost. This is the extent of the Disc-Jockey’s liabilities.

The Client agrees that this contract shall be governed by the laws of this state. In the event of a suit involving or relating to this agreement, the Client agrees that the Venue for the suit will be the local county, of the city and state hosting this event. In the event that legal action is taken by the Disc-Jockey to enforce this agreement, the Client agrees to pay reasonable attorney’s fees, court costs and interest to the Disc-Jockey. In the event that the Client takes legal action against the Disc-Jockey, the Client agrees to pay reasonable attorney’s fees incurred by the Disc-Jockey, unless the Client is awarded a judgment against the Disc-Jockey.

This Contract contains all of the terms and conditions agreed upon by the Client and the Company, and no other agreements, oral or otherwise regarding the subject matter of this contract or performance for the event stated on this contract, shall be deemed to exist.

**SPECIAL PROVISIONS**

This contract also includes the following provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Heidi or Rich Cade  
C Sharp Mobile Entertainment