

Jam n Draw EXPERIENCE

Entertainment Contract

Response Date: _____

Agreement made _____ (month) _____ (day) 20 __, between _____

Here referred to as the Client(s), residing at:

Address: _____ City: _____ State: ____ Zip _____

Phone (____) _____ - _____ Email Address: _____ and Jam n Draw Experience hereinafter referred to as the DJ.

WITNESS NOW THEREFORE in consideration of the promises and agreements herein contained and intended to be legally bound hereby, the parties agree as follows:

1. Client hereby engages the DJ to provide DJ Services. The intended services will be performed at:

Venue Name: _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

2. The DJ Service, referenced in Paragraph I, shall be provided and accepted on the following date and time of the engagement:

Event Date: _____

Event Start Time: _____ AM PM

Event Finish Time: _____ AM PM

Expected Number of Guests: _____

3. The DJ Service, referenced in Paragraph I, shall consist primarily of providing musical entertainment including the following package details:

DJ Setup: _____

4. The Client, in consideration of the DJ Service to be rendered by the DJ, and the mutual agreements contained herein, hereby agrees to pay Jam n Draw Entertainment the following consideration:

A non-refundable deposit (reservation fee) of \$100.00, is required to secure the services of Jam n Draw Experience for this agreement. This amount will be deducted from your total Performance Fee. The performance fee for included DJ Services as mentioned in Paragraph 3 will be \$ _____. Amount due on event date: \$ _____.

5. In the event that additional hours of DJ Service are requested after the finish time this Agreement is executed, and Jam n Draw Entertainment accepts said request, addition DJ Services will be charged at the rate of \$100.00 per hour payable the time of the engagement. The parties understand and agree that it may not always be possible to provided additional time; Jam n Draw Experience has under no obligation to accept offer(s) to purchase additional hours of service.

Jam n Draw EXPERIENCE

Entertainment Contract

ADDITIONAL TERMS AND CONDITIONS

This agreement of the DJ to perform is subject to proven detention by accidents, transportation or vehicle breakdowns, strikes, epidemics, acts of God or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Jam n Draw Experience to make it to the engagement or find replacement entertainment. Should Jam n Draw Experience be unable to procure a replacement, the client shall receive full refund of any deposits made.

The client shall be liable for any and all injury or damage to the DJ, or property of the DJ, while on premises of said engagement if damage is caused by the client or guests of said engagement whether invited or not.

It is understood that if your outdoor engagement is "Rain or Shine", both parties will discuss and agree upon any safety requirements prior to starting the contracted entertainment. In the event of rain or other inclement weather, adequate shelter must be provided if entertainment is expected to continue despite rain fall. In the event of an electrical storm, ALL equipment will be shut down. Jam n Draw Experience agrees to make reasonable efforts to continue the contracted entertainment as listed above.

In the event of circumstances deemed to present a threat or implied threat of injury or harm of Jam n Draw the Jam n Draw Experience staff or any equipment being used, Jam n Draw Experience reserves the right to cease performance. If the client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Jam n Draw Experience shall resume performance in accordance with the original terms of this agreement. The client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Jam n Draw Experience resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this engagement, Jam n Draw Experience reserves the right to deny any guest access to the sound system music or other equipment being used including area or performance.

SETUP REQUIREMENTS

The client shall provide Jam n Draw Experience with safe and appropriate working conditions This includes a 10 foot by 10foot level surface with a 6 foot table for setup. The surface area shall be within 100 feet of electrical service, preferable drawn from 2 separate circuit breakers (minimum 20amps). If requirements cannot be fulfilled by the client or engagement venue, Jam n Draw Experience will make reasonable attempts to reach all requirements. If requirements are not met due to circumstances beyond the control of Jam n Draw Experience, the client understands the contracted performance will not occur and deposit will be non-refundable. Jam n Draw Experience will not be held responsible for any late start time incurred by the venue or setup requirements.

PAYMENT RESPONSIBILITIES

Jam n Draw EXPERIENCE

Entertainment Contract

Executing this contract as the Client, the person executing said contract either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age or older, and further, if executing said contract as an agent or representative, that he or she has the authority to enter into this agreement and should he or she have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

By signing this Entertainment Contract, the client holds full responsibility to pay Jam n Draw Experience in full any fee listed by the contracted date of engagement. Unless special arrangements are made, in the event of non-payment, Jam n Draw Experience retains the right to attempt to collection through the courts. The client agrees to be held responsible for all court costs, legal fees and collection costs incurred by Jam n Draw Experience. Contracted payments may be made by check, money order or cash. The client agrees to pay an additional fee of \$30.00 for any returned checks plus original amount due. Please make checks payable to: Eric Whittington

This document shall constitute THE ENTIRE AGREEMENT of all parties. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable as to both parties. Again, this document contains the ENTIRE AGREEMENT BETWEEN PARTIES and no statement, promises or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in the written contract, shall be valid or binding. This contract shall not be enlarged, modified or altered except in writing by both parties and endorsed hereon.

The laws of New York shall govern this agreement. In the even that legal proceedings are initiated by either party, it is agreed that the proper venue shall be in Ulster County.

THE PARTIES acknowledge that they have read the above Agreement in its entirety, understand all of the terms and conditions, have had the opportunity to review the same with the legal counsel and agree to abide by the terms of this agreement of his/her own free will and consent.

DATE: _____
(Client Name)

(Client Signature)

DATE: _____
Eric Whittington, Owner

: