

# BIG SHOW PRODUCTIONS

## Entertainment Agreement

1. Place of event (venue): \_\_\_\_\_
2. Address of event: \_\_\_\_\_
3. City: \_\_\_\_\_ State: MO Zip Code: \_\_\_\_\_
4. Type of event: \_\_\_\_\_ Party Name \_\_\_\_\_
5. Date of event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
6. Total entertainment fee agreed upon is \_\_\_\_\_ including add ons. A non-refundable reservation fee of **\$ 200.00** is required to secure the date of the event. This amount shall be subtracted from the entertainment fee. The remaining balance of the entertainment fee must be paid in full before the start of your event (unless other arrangements are accepted by DJ **in writing**). Any payments received less than 2 weeks before the event must be by cash, money order, certified check, or corporate check. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable to **Big Show Productions**.
7. In the event that DJ fails to meet any conditions of this contract, Purchaser may request a partial refund of fees paid to DJ. Such request must be presented in writing and must include an explanation of the reason(s) for dissatisfaction, suggestion(s) for how DJ may avoid repeating the problem(s) in the future, and the dollar amount of the refund the Purchaser is seeking. DJ agrees to honor qualified refund requests **except** when caused by DJ's compliance with other terms of this contract, by Purchaser's failure to comply with the terms of this contract, or by problems with equipment or facilities that are not provided by DJ.
8. The Purchaser reserves the right to control the manner, means and details of the performance of services by DJ at this event. DJ must receive a written event planner or music request list prior to the event for it to be included in DJ's programming guidelines. With or without a planner or request list, DJ shall attempt to play Purchasers and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ may (at its discretion) buy a limited amount of additional music to satisfy Purchaser's requests, provided that the music requests are received by DJ **in writing** at least one month prior to the event. DJ reserves the right to censor music requests that DJ deems offensive or inappropriate for the event
9. This agreement of DJ to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond DJ's control. If such circumstances arise, all reasonable efforts will be made by DJ to find comparable replacement entertainment at the agreed upon fees. Should DJ be unable to procure a replacement, **Purchaser shall receive a full refund of all fees paid to DJ**. Purchaser agrees that in all such circumstances, DJ's liability shall be exclusively limited to refunding the fees paid and that DJ shall not be liable for indirect or consequential damages arising from any breach of contract.
10. In the event of non-payment, DJ retains the right to attempt collection through the County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by DJ. Purchaser shall be charged \$35.00 for each insufficient funds check plus a \$10.00 service charge for each collection notice. Past-due balances will incur interest at the rate of 2% for each month in which the balance is outstanding.
11. Purchaser will take reasonable steps to protect DJ's personnel, equipment and music and during the contracted period. In the event of injuries or damages resulting from insufficient protection on Purchaser's part (*except in the case of gross negligence on the part of DJ*), Purchaser will be responsible for paying for all of DJ's resulting costs (*including insurance deductibles, medical treatment, and repair or replacement of damaged music and equipment*) that are not reimbursed by insurance.
12. This agreement *cannot be canceled* except by mutual written consent of both the Purchaser and DJ. If cancellation is initiated by the Purchaser in writing and agreed to by DJ in writing, Purchaser will be required to pay (*in addition to the reservation fee*) any unrecoverable costs already incurred by DJ (*but not more than the total fee agreed upon*). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.
13. The amount agreed upon and shown in line 6 above applies to the times set forth in line 5 of this agreement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time

will be accommodated at the rate of \_\_\_\_\_ *per ½ hour*. This agreement guarantees that DJ will be ready to perform at the start time of the event. DJ requests that they be permitted 1 ½ hours before the start time and 1 hour after the end time for setup and take down. If the venue requires setup or take down in less time, or if equipment must be carried up stairs or lifted onto a stage or carried across a lawn or moved over 200 feet to reach the setup area, additional road hands or setup take down time may be required at \$100.00 total for event.

14. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ's staff or any equipment in DJ's possession, DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, (*maximum of 30 minutes*), DJ shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
15. Purchaser shall provide DJ with safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor (*if any*) for DJ's setup(s); a 120-volt electric outlet (3-prong grounded with at least 15 amps available) from a reliable power source near the set-up area, a table *at least* 6ft long; facilities that completely cover and protect DJ's equipment from adverse weather conditions (*direct sunlight, rain, excessive winds, etc.*); crowd control if warranted; directions to place of event; and **free parking suitable for a full size pickup**. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.
16. Except as otherwise noted below, DJ will provide all of the sound and lighting equipment that it needs to fulfill this agreement. DJ will NOT use or operate sound or lighting equipment provided by Purchaser, Venue, or Purchaser's vendors UNLESS it is explicitly noted below. In any event, DJ will not be responsible for any failures in or caused by equipment that is not provided by DJ.
17. Purchaser shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, entertainment fees (*for public events*).
18. The laws of the State of Missouri shall govern this agreement.
19. Purchaser agrees to defend, indemnify, assume liability for and hold DJ harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (*except for gross negligence on the part of DJ*)
20. Neither party may transfer this contract to anyone without the prior written consent both parties.
21. This agreement is not binding until received and signed by DJ. Any changes must be written and signed by both the Purchaser and DJ. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Purchaser and DJ for the event listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
22. DJ may elect not to exercise rights specified in this agreement.
23. Special provisions or equipment add ons:

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THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser: \_\_\_\_\_ Big Show Productions by: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

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

Purchaser address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Cell phone: \_\_\_\_\_