

Kyd Productions Service Entertainment Contract

AGREEMENT made this ____ day of _____, 20__, by and between _____, hereinafter referred to as the Client, and Kyd Productions, hereinafter referred to as the DJ.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Client hereby engages the DJ to provide DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Kyd Productions hereby agrees to provide a DJ Service for the Client at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. Kyd Productions hereby agrees to render professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____. Start Time(s): ____AM/PM Finish Time(s): ____AM/PM (4 hours minimum)

6. The Client in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

A non-refundable reservation fee of \$_____, is required to secure the services of Kyd Productions for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$_____ for the four-hour time frame outlined above. Services requested that exceed the four-hour time frame will be charged at the rate of \$50 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Additional Terms and Conditions:

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Kyd Productions to find replacement entertainment at the agreed upon fees. Should Kyd Productions be unable to procure a replacement, Client shall receive a full refund. Client agrees that in all circumstances, Kyd Productions liability shall be exclusively limited to an amount equal to the performance fee and that Kyd Productions shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled within 30 days of the engagement unless Kyd Productions cancels the engagement.

Performance of the engagement may be recorded, reproduced, or transmitted from the place of performance, in the absence of a written agreement with Kyd Productions relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event can be used for marketing.

The Client agrees that this contract is not subject to cancellation unless both parties have agreed in writing. In the event the Client breaches the contract, Client shall pay Kyd Productions the amount set forth above as "Performance Fee".

Client is liable for damages to the property, if damage is caused by Client or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Kyd Productions compensation is in no way affected by inclement weather. For outdoor performances, Client shall provide overhead shelter for setup area. Kyd Productions reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Kyd Productions compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Kyd Productions staff or any equipment in Kyd Productions possession, Kyd Productions reserves the right to cease performance. If the Client is able to resolve the situation in a reasonable amount of time (maximum of 15 minutes), Kyd Productions shall resume performance in accordance with this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Kyd Productions resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Kyd Productions reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Client shall provide Kyd Productions with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting. Kyd Productions requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to Kyd Productions equipment due to improper power is the responsibility of the Client. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control if warranted; and furnishing directions to place of engagement. Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Client shall at all times have complete control, direction and supervision of the performance of Kyd Productions at this engagement and Client expressly reserves the right to control the manner, means and details of the performance of the services of Kyd Productions. A written event/music planner or music request list must be received from the Client and forwarded to Kyd Productions at least two weeks prior to the date of the engagement for it to be included in Kyd Productions programming guidelines. With or without the aid of an event/music planner or music request list, Kyd Productions shall attempt to play Client's and Client's guests' music requests.

In the event of non-payment, Kyd Productions retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Kyd Productions. Client shall be charged \$25 for each bounced check plus a \$10 service charge for each collection notice.

This agreement guarantees that Kyd Productions will be ready to perform at the start time of the engagement. No guarantee is made as to Kyd Productions time of arrival; however, Kyd Productions requests that they be permitted 2 hours before the engagement and 2 hours after the engagement for setup and takedown. Kyd Productions also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Client or venue requires Kyd Productions to complete setup more than two hours before the start time, or to postpone takedown more than two hours after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Services requiring travel outside 50miles of Trenton, NJ, will be charged at \$0.50 per mile.

Special provisions & Additional Services Requested

By executing this contract as 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, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the 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 this 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 the State of New Jersey shall govern this agreement. In the event of suit involving or relating to this agreement. Client agrees to defend, indemnify, assume liability for and hold Kyd Productions harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Kyd Productions performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Client may not transfer this contract to another party without the prior written consent of Kyd Productions. This agreement is not binding until signed by both Client and Kyd Productions has received it. Any changes must be written and signed by both the Client and Kyd Productions. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Kyd Productions may elect not to exercise their rights as specified in this agreement. By doing so, Kyd Productions does not waive their right to exercise those options at a future date.

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

Printed Name Signature

Street Address: _____

Daytime Phone: _____ Evening Phone: _____