

Music For The Mood Entertainment

Event Contract

Ryan Malanoski

Phone: (812) 344-9598

E-Mail: rkmalanoski@hotmail.com

AGREEMENT made this ____ day of _____, 200_, by and between _____, hereinafter referred to as the Purchaser, and Music For The Mood Entertainment, 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 Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Music For The Mood Entertainment hereby agrees to provide a DJ Service for the Purchaser 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. Music For The Mood Entertainment hereby agrees to render his 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

Music For The Mood Entertainment, www.musicforthemood.com, ryan@musicforthemood.com
Ryan Malanoski, (812) 344-9598, Entertaining Indiana since 1998

*Music For The Mood Entertainment Contract,
cont.*

6. The Purchaser 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 reservation fee (deposit) of **\$100.00**, is required to secure the services of Music For The Mood Entertainment for the engagement. This amount shall be applied toward the Performance Fee.

How is the Reservation Fee (deposit) getting collected:

_____ The purchaser has paid the \$100.00 non-refundable deposit.

_____ The purchaser pay the entire balance (including a deposit), at the event. (Note: If purchaser cancels the event, purchaser will still be required to pay the deposit.)

_____ "Music For The Mood Entertainment" will bill the Purchaser.

NO DATE IS CONFIRMED OR "BOOKED" UNLESS: CLIENT PROVIDES DEPOSIT (MINIMUM \$100, OR IS OTHERWISE INFORMED BY MUSIC FOR THE MOOD ENTERTAINMENT PERSONNEL) PLUS A CONTRACT MUST BE SUBMITTED, SIGNED AND MAILED TO:

**Ryan Malanoski
2621 18th Street
Columbus, Indiana 47201**

The deposit and any additional payments made after the initial deposit and before 30 days of the date of the actual event will be refunded if client cancels the event at least 30 days before the event. All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

The performance Fee is \$ _____ for the time frame outlined above, and is due, in full, 7 days before the event.

**** IF PAYING BY CHECK: PLEASE MAKE ALL CHECKS PAYABLE TO "Ryan Malanoski." YOU CAN MAIL CHECKS TO: Ryan Malanoski at the above stated address.**

**** IF PAYING BY Papal: PLEASE MAKE Payment to rkmalanoski@hotmail.com.**

Services requested that exceed the time frame outlined above will be charged at the rate of **\$50.00** per 1/2 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.

Purchaser Initials: _____

Music For The Mood Entertainment: _____

*Music For The Mood Entertainment Contract,
cont.*

Additional Terms and Conditions:

This 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 his control. If such circumstances arise, all reasonable efforts will be made by Music For The Mood Entertainment to find replacement entertainment at the agreed upon fees. Should Music For The Mood Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Music For The Mood Entertainment' liability shall be exclusively limited to an amount equal to the performance fee and that Music For The Mood Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

No performance at the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Music For The Mood Entertainment relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The Purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser 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, Music For The Mood Entertainment' compensation is in no way affected by inclement weather. For outdoor performances, in the event of inclement weather, Purchaser shall provide overhead shelter for setup area. The DJ 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. The DJ's 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 Music For The Mood Entertainment' staff or any equipment in Music For The Mood Entertainment' possession, Music For The Mood Entertainment 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), Music For The Mood Entertainment 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 Music For The Mood Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Music For The Mood Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials: _____

Music For The Mood Entertainment: _____

*Music For The Mood Entertainment Contract,
cont.*

Purchaser shall provide Music For The Mood Entertainment with safe and appropriate working conditions. This includes a 6-foot by 12-foot area for setup, space for setting up speakers and lighting stands. Music For The Mood Entertainment requires a minimum of two 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 DJ's equipment due to improper power is the responsibility of the Purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser 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 Purchaser shall at all times have complete control, direction and supervision of the performance of Music For The Mood Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Music For The Mood Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Music For The Mood Entertainment at least two weeks prior to the date of the engagement for it to be included in Music For The Mood Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, Music For The Mood Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Music For The Mood Entertainment will make an extra effort to have music requests available if they are received, **IN WRITING or VIA E-MAIL**, at least **TWO WEEKS** prior to the engagement.

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

This agreement guarantees that Music For The Mood Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Music For The Mood Entertainment time of arrival; however, Music For The Mood Entertainment requests that they be permitted 1 ½ hour (90 minutes) before the engagement and 45 minutes after the engagement for setup and takedown. Music For The Mood Entertainment 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 Purchaser or venue requires Music For The Mood Entertainment to complete setup more than one hour before the start time, or to postpone takedown after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Special Provisions & Additional Services Requested:

Purchaser Initials: _____

Music For The Mood Entertainment: _____

*Music For The Mood Entertainment Contract,
cont.*

By executing this contract as Purchaser, 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 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 thereon.

The laws of the State of Indiana shall govern this agreement. 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. Purchaser may not transfer this contract to another party without the prior written consent of Music For The Mood Entertainment. This agreement is not binding until signed by both Purchaser and Music For The Mood Entertainment.. Any changes must be written and signed by both the Purchaser and Music For The Mood Entertainment. Oral agreements are non-binding.

If any clause in the agreement is found to be illegal, the rest of the agreement shall remain in force.

Music For The Mood Entertainment Services may elect not to exercise their rights as specified in the agreement. By doing so, Music For The Mood Entertainment 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.

Purchaser Initials: _____

Music For The Mood Entertainment: _____

*Music For The Mood Entertainment Contract,
cont.*

Purchaser's Signature

Company Name

Purchaser's Printed Name

Street Address:

City, State, Zip

Daytime Phone:

Evening Phone

E-Mail

Music For The Mood Entertainment:

Ryan Malanoski, Owner