

King Entertainment - Entertainment Contract

AGREEMENT made this ____ day of _____, 20__, by and between _____, hereinafter referred to as the **Purchaser**, and **Stephen King**, owner of **King Entertainment**, hereinafter referred to as the **DJ, Service Provider, King Entertainment Performers, or King Entertainment**.

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 King Entertainment to provide services. The services are to be performed at Event Location:

(Venue):

(Address): _____

(Phone #): _____

2. The Parties hereby agree that the King Entertainment Services 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

3. The Purchaser in consideration of the Services to be rendered by King Entertainment, and the mutual promises contained herein, hereby agrees to pay to the Service Provider the following consideration:

A non-refundable reservation fee of \$ 200, is required to secure the services of King Entertainment for the engagement. This amount shall be

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applied toward the Performance Fee. This contract can be voided by King Entertainment, not by the purchaser, if the reservation fee is not paid within two weeks of the signing of the contract.

The Performance Fee is \$_____ for the time frame of _____ hours. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Final Payment is due 2 weeks prior to the day of the event. For every day past the 2 week deadline for final payment there will be a \$25 service charge. If payment is not made at least two days prior to the event King Entertainment reserves the right to void the contract and not provide services.

4. King Entertainment hereby agrees to provide the following Services for the Purchaser at the above-mentioned location. Please check what is applicable:

- DJ
- Karaoke
- Photobooth
- Live Band (For In-House King Entertainment Bands only)
- Entertainment Booking (Specify:) _____

5. The said services will be defined as follows:

- a. The DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
- b. The Karaoke Service shall consist primarily of providing musical entertainment by means of a recorded music format with recorded or live vocals.

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c. The Photobooth will provide guests of the event a photo print out keep sake. The Photobooth will be remunerated by:

a. Charge guests by photo ___

b. Prepaid by contract ___

d. The Live Band will be an In-House band, In-House being defined as a band of which Stephen King, owner of King Entertainment, is a member.

e. Entertainment Booking will be any out of house performers or services subcontracted thru King Entertainment for above mentioned event, date, and venue.

6. King Entertainment hereby agrees to render his professional services and is at all times to have complete control of his program.

Additional Terms and Conditions

The agreement of King Entertainment 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 King Entertainment to find replacement entertainment at the agreed upon fees. Should King Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, King Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that King Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable unless as stated above King Entertainment cancels the engagement.

No performance on 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 King 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.

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The purchaser and King Entertainment agree that this contract is not subject to cancellation unless King Entertainment agrees to and receives in writing the cancellation request at least 30 days ahead of the event. In the event the Purchaser breaches the contract without consent from King Entertainment, he or she shall pay King Entertainment the amount set forth above as "Wage agreed upon" as liquidated damages, 10% 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 King Entertainment performers, or property of King Entertainment, 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. King Entertainment will also not be held liable for any injury or damages to the venue or attendees of the event, whether invited or not.

It is hereby further agreed: that King Entertainment is under contract with the purchaser only. King Entertainment is not under contract by the venue, event organizers, or other parties that are not the purchaser on this contract. However all due consideration and best efforts will be made to accommodate the needs of the event. King Entertainment will not sign separate contracts for the venue unless agreed upon prior to the signing of this contract.

The purchaser holds all responsibilities for due diligence of the event, venue, and location. King Entertainment is licensed for business in Richland County, SC. All required local licensing costs and/or fees for lack of licensing will be incurred by the purchaser. Any violations or ticketing given the day of the event will be incurred by the purchaser. King Entertainment will give a best effort to adhere to local laws and fees, but will not be held liable for a lack of due diligence by the purchaser.

It is understood that if this is a "Rain or Shine" event, King Entertainment's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The Photobooth shall not be put outside without prior agreement from King

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Entertainment. King Entertainment 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. This includes severe heat or cold, Electrical Storm, Wet Weather, and/or any other conditions deemed unsafe by King Entertainment. Every effort will be made to continue the performance. However, safety is paramount in all decisions. King Entertainment'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 King Entertainment staff or any equipment in King Entertainment possession, King 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 15 minutes), King 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 King Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, King Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide King Entertainment with safe and appropriate working conditions. Space for setting up speakers and lighting stands, space for setting up the Photobooth. King Entertainment 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. For larger indoor/outdoor performances with subcontracted lighting, staging, and/or sound the need for power could be much more and will be agreed upon by both parties at the signing of this contract. 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. 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).

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The Purchaser shall at all times have complete control, direction and supervision of the performance of King Entertainment at this engagement and

Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of King Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to King Entertainment at least one month prior to the date of the engagement for it to be included in King Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, King Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. King Entertainment will make an extra effort to have music requests available if they are received IN WRITING at least one month prior to the engagement.

In the event of non-payment, King 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 King Entertainment. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that King Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to King Entertainment's time of arrival; however, King Entertainment requests that they be permitted 120 minutes before the engagement and 90 minutes after the engagement for setup and takedown. King 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 1 Flight stairs or more, additional labor will be charged at the rate of \$100.00 flat rate. If Purchaser or venue requires King Entertainment to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

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Engagements within the Columbia, SC city limits and Surrounding Areas will not be assessed a travel charge. Services requiring travel outside of the city limits exceeding 40 miles or over an hour travel time will be charged an additional flat rate travel fee determined by the distance.

The agreed upon travel fee for this contract is \$_____

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Special provisions & Additional Services Requested

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, 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 South Carolina shall govern this agreement. In the event of suit involving or relating to this agreement,

Purchaser agrees that the venue for legal recourse will be in Richland County, SC. Purchaser agrees to defend, indemnify, assume liability for and hold King Entertainment harmless from any claims, damages, losses and expenses by or

to any person, regardless of the basis, which pertains directly or indirectly to a King Entertainment 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.

Purchaser may not transfer this contract to another party without the prior written consent of King Entertainment. This agreement is not binding until signed by both Purchaser and King Entertainment, and King Entertainment has received it. Any changes must be written and signed by both the Purchaser and King Entertainment. 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.

King Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, King 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:

Signature _____
Printed Name _____
Street Address _____

Daytime Phone: _____
Evening Phone: _____

King Entertainment:

Stephen King, Owner