

AGREEMENT made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the Purchaser, and JDC Entertainment Inc., hereinafter referred to as JDC 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 the JDC Entertainment to provide a service. The service is to be performed at the event location written/typed below.

(Venue): _____

(Address): _____

(Type of Event): _____

(Contact person at venue): _____

(Phone #): _____ (Email): _____

- 2. JDC Entertainment hereby agrees to provide a service for the Purchaser at the above-mentioned location.
- 3. The said service shall consist primarily of providing musical entertainment by means of a recorded music format.
- 4. JDC Entertainment 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 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
(3 hours minimum unless specifically written)

6. The Purchaser in consideration of the service to be rendered by JDC Entertainment, and the mutual promises contained herein, hereby agrees to pay to JDC Entertainment the following consideration:
 A non-refundable deposit fee of \$_____, is required to secure the services of JDC Entertainment for the engagement. This amount shall be applied toward the service fee. The fees will be paid in cash or check.
 The service fee is \$_____, for the _____ hour time frame outlined above.
 Services requested that exceed the _____ hour time frame will be charged at the rate of \$_____ per hour, payable the day of the engagement. It may not always be possible to provide additional service time. However, when feasible, requests for extended playing time will be accommodated.

7. Any balance on the agreement/contract is due paid in full 2 weeks prior to the event in the form of cash or check.

Purchaser Initials _____ JDC Entertainment _____

Additional Terms and Conditions:

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

All deposits are nonrefundable if cancelled within 45 days of the engagement unless the JDC Entertainment cancels the engagement.

I grant to JDC Entertainment, its representatives and employees, successors and assigns, the right to take photographs and/or videos of me and my guests and to obtain photographs and or videos from any person and my official photographer and / or videographer in the same capacity as if requested by myself personally, in connection with my event. If obtained from a professional photographer or videographer, acknowledgement of credits will be provided if used. I authorize JDC Entertainment to use and publish the same in print and / or electronically without restriction or compensation. I agree that JDC Entertainment may use such photographs of me / us with or without my / our name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content. The DJ's performance is for the personal enjoyment of purchaser and guests. Unauthorized commercial use of any photographs, videos, and / or recordings of the DJ's performance without the expressed written consent is prohibited.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any JDC Entertainment means whatsoever, in the absence of a specific written agreement with JDC 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 JDC Entertainment 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 JDC Entertainment the amount set forth above as "Wage agreed upon" as liquidated damages, 15% 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 JDC Entertainment, or property of JDC 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.

It is understood that if this is a "Rain or Shine" event, JDC Entertainment compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. JDC 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. Every effort will be made to continue the performance. However, safety is paramount in all decisions. JDC 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 JDC Entertainment staff or any equipment in JDC Entertainment possession, JDC 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), JDC 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 JDC Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance,

JDC Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ JDC Entertainment _____

Purchaser shall provide JDC Entertainment with safe and appropriate working conditions. This includes a 6 foot by 10 foot area for setup, space for setting up speakers and lighting stands. JDC 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. 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 JDC Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of JDC Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to JDC Entertainment at least two weeks prior to the date of the engagement for it to be included in JDC Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, JDC Entertainment shall attempt to play Purchaser and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. JDC Entertainment will make an extra effort to have music requests available if they are received IN WRITING or via email with confirmation, at least two weeks prior to the engagement.

In the event of non-payment, JDC 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 JDC Entertainment. Purchaser shall be charged \$45.00 for each bounced check plus a \$50.00 service charge for each collection notice.

This agreement guarantees that JDC Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to JDC Entertainment time of arrival; however, JDC Entertainment requests that they be permitted at least but not limited to two hours before the engagement and one hour after the engagement for setup and takedown. JDC 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 \$75.00. If Purchaser or venue requires JDC 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.

Engagements within the West Palm Beach to Ft. Lauderdale area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.65 per mile in excess of 30 miles. Engagements in excess of 100 miles will require accommodations be made for an overnight stay in a local hotel/motel for JDC Entertainment to be provided by Purchaser.

Special provisions & Additional Services Requested: Please write in YES or NO in front of each line.

_____ Motivational Dancer (s) Total number of dancer (s) _____ Total Fee for Dancer (s) \$ _____

_____ Video Montage set to music , Projector & Screen, Live video feed of dance floor Total Fee \$ _____

_____ Photo Booth, USB Keepsake, Full Time attendant (scrapbook opt. \$100) _____ hours Total Fee \$ _____

_____ Photographer with up to 300+ pictures on CD all rights _____ hours Total Fee \$ _____

_____ Videographer with DVD edited 3 copies _____ hours Total Fee \$ _____

Purchaser Initials _____ JDC Entertainment _____

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 Florida shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in _____ County.

Purchaser agrees to defend, indemnify, assume liability for and hold JDC Entertainment harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to JDC Entertainment performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the Purchaser agrees to pay any and all legal fees including but not limited to attorney's fees and court costs.

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

The Purchaser acknowledges and agrees that he/she/they have read and understood the conditions contained in this agreement.

The word JDC Entertainment shall include, but not be limited to, Disc Jockeys, Videographers, Photographers, and shall also include a single performer/dancer or a group of performers/dancers, and any JDC Staff.

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

This Document Records a Legally Binding Contract that exists between the above Mentioned PURCHASER and JDC Entertainment, Whilst all due care and skill will be taken, any loss or damage suffered by the PURCHASER, whatsoever caused by JDC Entertainment; is not liable for;

A>: any breach of this Agreement;

B>: the negligence of the principal, agents, employee or servants;

C>: any negligence or breach of this contract by any performers engaged;

D>: any injury suffered by the Purchaser or guest or guests of the Purchaser in the performance of this agreement.

Event Total \$ _____ Deposit Total \$ _____ date: _____ Balance Total \$ _____

By initialing below I agree that I am aware that the balance for this event is due 2 weeks prior in the form of cash or check.

Purchaser Initials _____ JDC Entertainment _____

JDC Entertainment does not add in gratuity payments for staff or DJ's that may work your event. Your contract price is strictly our event price charged for the event. We feel that it is up to the client to decide if they wish to tip their DJ or event staff the day of their event. If you should decide to tip your DJ or event staff, we do not suggest any set amount you should give to the staff. All gratuity payments should be paid directly to your DJ or event staff the day of your event. We do ask that you do not add your gratuity/tip payment in with your event price if paying with a check or money order. Please have all gratuity payments paid in cash, if you wish to give a tip for your event.

JDC Entertainment staff will be at the event early to set up and will be at the event until the contracted time is completed. Please note that with travel, setup, performance, tear down, and return travel, they often go hours without eating. It is not necessary to feed the staff, however we do need to know in advance. If this is a catered event, the caterer needs to know so they can bill you accordingly. They usually make sandwiches for the DJ's, dancers, photographers, videographers, etc. If you are having a buffet style, they usually just have them join in at end. Verify pricing with the caterer, you would not want them to charge you per head for a DJ and event staff.

_____ I would like to allow JDC Entertainment staff to be served refreshments and (non alcoholic) beverages.

_____ I will not allow JDC Entertainment staff to be served refreshments and (non alcoholic) beverages.

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

Purchaser:

Signature Date

Printed Name

Street Address: _____

Email: (PLEASE PRINT CLEARLY) _____

Daytime Phone: _____

Evening Phone: _____

JDC Entertainment:

Signature Date