

Ken Day Enterprises / Movin' Tunes

8240 Parkway Drive
Suite #205
La Mesa, CA 91942

Event Reservation and Agreement for Services:

This agreement, made and entered into this _____ day of _____, 2012 between _____ (and his/her/their affiliates) hereinafter referred to as the Client, and Ken Day Enterprises / Movin' Tunes and / or his affiliates, hereinafter referred to as the Entertainer, do hereby mutually agree and accept the following terms and conditions:

Entertainer shall provide Entertainment DJ / Emcee services on the date(s) of _____ from _____ AM/PM to _____ AM/PM for a _____ hereinafter referred to as the Event(s).

Event(s) Location(s): _____

Client shall pay \$_____ for the date stated above and the duration of the event to Entertainer for services relating to the above mentioned Event(s). A **50% of the Total non-refundable reservation fee is required upon the acceptance of this contract with regard to date availability and securing a reservation for said date.** Full payment by Cash, Check, Credit Card, or PayPal is to be made no less than **14 days prior to the date of the Primary Event.** Failure to pay the remaining balance 14 days prior to the primary event will result in entertainer not performing the primary event and any remaining balance shall be paid in full within 30 days of the primary scheduled event. If any additional charges exceeding the above total are to be paid, Entertainer will either collect payment prior to the Event(s) or at the Event(s).

Client will receive a full refund for services not performed, in such event that the Entertainer does not perform at the event. Entertainer shall not be responsible for any damages in the event of Entertainer's inability to perform due to acts of God or other reasons which include, but are not limited to, bad weather, floods, failure of electronic equipment, breakdown of transportation, ill health, dangerous or unsuitable location(s) [as deemed by Entertainer(s)], etc. Client understands that Entertainer does not offer a promise of a performance guarantee. Due to the subjective nature of entertainment and mobile disc jockey services, a performance guarantee or agreement is not made or offered.

No performance during 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 entertainer relating to and permitting such recording, reproduction or transmission. Client agrees all pictures and videotape of the event are permitted for the use of the contracting party and Ken Day Enterprises.

Any and all materials and information provided by Ken Day Enterprises / Movin' Tunes are the sole property of Ken Day Enterprises / Movin' Tunes and as such have been provided for

the personal use of Ken Day Enterprises / Movin' Tunes clients exclusively. Said materials are not to be reproduced, copied or distributed by any other party or persons outside of Ken Day Enterprises / Movin' Tunes.

It is understood that should this be a "Rain or Shine" event, entertainer's compensation is in no way affected by inclement weather. For outdoor performances, client shall provide overhead shelter for setup area. The entertainer 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 entertainer's compensation will not be affected by such cancellation.

Client shall assume total financial responsibility for all damages to Entertainer, Entertainer's equipment and Entertainer's affiliates, etc. as a result of inadequate crowd control, guests and other persons at the Event and other factors which may cause damages or harm to Entertainer, Entertainer's equipment, Entertainer's affiliates, etc. Such damages shall be paid for within thirty (30) days of the date of the Event.

Entertainer shall not be responsible for any property or personal damages, actions, hearing loss, bodily injury or other damages caused at the Event or Event's locations.

Entertainer reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Entertainer also reserves the right to deny any guest music and/or announcement requests as deemed by the entertainer to be untimely or inappropriate.

Client shall provide entertainer with safe and appropriate working conditions. This includes a 6-foot by 8-foot area for setup, space for setting up speakers and lighting stands. Entertainer requires a minimum of one 20 amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area unless prior arrangements are made for a portable electrical power system. This circuit must be free of all other connected loads. Any delay in the performance or damage to entertainer's 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/venue 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, venue imposed service fees, and fire marshal if necessary (for use of fog equipment).

Engagements within the San Diego and Temecula area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$.50 per mile in excess of 100 miles for automotive travel. Engagements in excess of 250 miles will require air travel accommodations be made to and from the engagement when automotive travel is not warranted and for an overnight stay in the area of the event at a local hotel/motel for entertainer, to be provided by and paid for by client.

Client will receive a refund for services not performed or products not purchased if Entertainer cancels performance before the date of the primary event.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Client agrees that venue will be in San Diego County. Client agrees to defend, indemnify, assume liability for and hold entertainer harmless from any claims, damages, losses and expenses by or to any person, not based on the negligence of the entertainer, which pertains directly or indirectly to entertainer's performance. In the event a civil action arises in an effort to enforce any provision of this agreement, the non-prevailing party shall pay the attorney's fee and court costs.

The Client represents that there are no existing contracts outstanding permitting the installation, merchandising or performance of DJ equipment or services not directly offered or performed by the Entertainer relating to the Event. Furthermore, Client confirms that he/she/they have full authority to sign and fulfill this agreement.

Should legal actions be required to enforce this agreement, the non-prevailing party shall assume sole liability for all judicial costs and attorney fees. No changes are to be made in the terms of this contract, unless the same has been agreed upon in writing by the parties herein. Any changes to this agreement must be made by the Entertainer and agreed upon by both Client and Entertainer.

Client Name

Street Address 1

Street Address 2

City

State ZIP code
Home: _____ Cell: _____
Business: _____ Fax: _____
E-Mail: _____@_____

Kenneth E. Day
Owner/Director of Operations
Ken Day Enterprises / Movin' Tunes
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La Mesa, CA 91942
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E-Mail: Ken@Movin-Tunes.com
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Client Signature Date

Client Signature Date