

Additional Comments:

Friendly Entertainment, LLC - Contract For DJ Services

P.O. Box 53 Pylesville, MD 21132 / www.friendlyentertainment.net

Friendly Entertainment, LLC (herein referred to as the contractor), in consideration of the total amount contracted will provide the service of disc jockeying on the scheduled date at the scheduled location for the scheduled perform times. The services included in disc jockeying consist of music selection from the contractor's music library, and providing suitable equipment to play the selected music. The contractor will make every effort to play all requests but cannot be held responsible if specific selections are not available. The selection of equipment to be used at the event is left to the discretion of the contractor, and is based upon the size and conditions of the event location. The contractor will provide the customer with his services at the scheduled event. He will play according to the details specified in the terms of this contract. He will provide entertainment to the very best of his ability. He will be dressed appropriately to the occasion, and shall act as master of ceremonies throughout the event, making any necessary announcements along with playing the selected music. The customer may request that the disc jockey play longer than the scheduled perform times if the contractor is available. The contractor will provide a longer performance if the total balance is paid in full and no other obligations are pending. Payment for overtime must be provided at time of service and must be paid in cash. The availability of the contractor for overtime cannot be guaranteed. The customer will provide the contractor with a secure and stable 6-foot (or larger) table. The table should include a tablecloth and a table skirt. The customer will also provide the contractor with at least one 20-amp AC outlet within 10 feet of the table. The contractor, at his discretion, reserves the right to discontinue all or part of equipment usage if the power provided is not capable of operating the equipment without risk of damage to the equipment. The surface on which the contractor is to play cannot be dirt, gravel, or any other unstable surface. The customer agrees to furnish a facility that completely covers the contractor's equipment from direct sunlight and rain. If service must be discontinued for any of the aforementioned reasons, the full balance is still due. The customer will be responsible for any damage, normal wear and tear excluded to equipment (sound/lighting equipment) provided during the agreed upon performance time, including a one hour set-up and tear-down time period before and after the specific time period stated in this contract, unless damage is due to negligence of the contractor. The contractor is to play in a safe, non-abusive environment. Any mistreatment or abuse of the contractor in any way will result in the immediate discontinuation of services with full balance still due. The contractor is not responsible for power outages, nor is the contractor responsible for any equipment that fails at the event. If the equipment fails, the contractor will, on a best effort basis, find suitable back-up equipment. Back-up equipment will be kept on-site or within the contractor's vehicle. The contractor is not responsible for any damage to the hall or building where the services are provided, nor is the contractor responsible for any injuries which may occur. This contract includes all mileage costs for events held within 40 miles of Bel Air, MD. Anything in excess of 40 miles will be subject to a fuel charge. Customer is responsible for providing parking for the contractor. Contractor will invoice customer for any such parking fees with payment due upon receipt. Contractor reserves the right to add other surcharges to this contract for extraneous circumstances. The required deposit is due at the time of signing. This contract not binding until signed by both parties and the required deposit has been received and cleared. Final payment of the remaining balance is due at least 28 calendar days (4 weeks) prior to the scheduled event. Forms of payment include personal check, credit card (via Pay Pal), certified check, cashier's check, or money order. There is a \$50 charge on any returned checks in addition to any finance charges that may accumulate. Under no circumstances will the contractor begin services until the balance is paid in full. Once the final payment is made, 28 calendar days prior to the event, no changes may be made to the final music selection unless provided to the contractor by the customer on an IPod at least one hour prior to the event start time. Notice of cancellation by the customer shall be in writing and delivered to the contractor 42 calendar days (6 weeks) prior to the scheduled event, in which case a full refund, if any is due, with exception of the deposit, will be expedited. If such notification is not given, the contractor will assess the full service fee, including the deposit. The deposit is non-refundable for any reason, even if 42 day notice is given. If the customer, for any reason, is delinquent on payment, the unpaid balance will be subject to a 5% financing charge. Notice of cancellation by the contractor shall be in writing and delivered to the customer before 42 calendar days (6 weeks) prior to the scheduled event, in which case a full refund, if any due, will be expedited. This is subject to proven detention by sickness, accidents, equipment malfunction, or acts of nature beyond the control of the contractor. In the unlikely event that the contractor is unable to appear, the contractor will make every effort to find a qualified substitute replacement. Emergency backup contractors: Jason Burns of Jason Burns Mobile DJ email: jronayburns@me.com or cell: 410-569-6000 and Bob Popik of Wheel Entertainment email: wheelwood44@gmail.com or cell: 410-960-3998. In the unlikely event that a replacement cannot be found, the contractor will make a full refund of any deposit by customer. The customer agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the contractor. In the unlikely event that the contractor is delayed and the event does not start on time, the contractor will refund the portion of fees paid prorated to the time lost. The customer agrees that the prorated refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the contractor. This contract is to be signed and returned by the customer with the required deposit by said date on contract. If the contractor is able to fulfill the requirements of the event, the deposit becomes non-refundable, and all of the terms and conditions of this agreement become binding.All written modifications or additions must be agreed upon and initialed by both the contractor and the customer. This constitutes the entire agreement between the customer and the contractor. This contract should be returned after signing. No other terms or conditions implied or expressed not included in this signed document apply.

Client Signature / Date:	 <i>I</i>	
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Friendly Entertainment, LLC Authorized Signature:	 <i>I</i>	