

2012 Buckeye Entertainment Contract

AGREEMENT made this ____ day of _____, 2012, by and between _____, hereinafter referred to as the Purchaser, and B&R Gunter, LLC DBA Buckeye 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. The DJ for this event will be _____

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. 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

5. 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 of **\$150** is required to secure the services of Buckeye Entertainment for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is **\$475** for **five hours** of Performance Time with balance of **\$325** due **two weeks** before aforementioned event.

Services requested that exceed a five hour time frame will be charged at the rate of **\$75** per hour, payable in advance or 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 _____ **Buckeye Entertainment** _____

Additional Terms and Conditions

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

All monies paid are nonrefundable if cancelled within 60 days of the engagement unless the DJ cancels the engagement. Monies paid are refundable more than 60 days before the event only if date is also cancelled with the Purchaser's contracted venue. Proof of cancellation with the contracted venue must be furnished to the DJ for deposits and/or monies paid to be refunded. In the event Purchaser is owed a refund, no guarantee is made to the timetable in which deposits and/or monies paid will be repaid.

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.

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 Buckeye 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.

It is understood that if this is a "Rain or Shine" event, Buckeye Entertainment compensation is in no way affected by inclement weather. For outdoor performances, 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.

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.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Buckeye Entertainment staff or any equipment in Buckeye Entertainment possession, Buckeye 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), Buckeye 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 Buckeye Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Buckeye Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ **Buckeye Entertainment** _____

Purchaser shall provide Buckeye Entertainment with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, provide a 4' to 6' table for equipment setup, space for setting up speakers and lighting stands. Buckeye 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).

Purchaser agrees to provide all employees of Buckeye Entertainment meals if Purchaser provides meals to guests. Meals shall be consistent with guests' food; "vendor meals" are not acceptable. Food shall be provided to Buckeye Entertainment employees at DJ table as to not interrupt music and/or events.

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

This agreement guarantees that Buckeye Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Buckeye Entertainment time of arrival; however, Buckeye Entertainment requests that they be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. Buckeye Entertainment also requests ramp or elevator access between the parking/service entrance and the setup area. If Purchaser or venue requires Buckeye Entertainment to complete setup more than one hour before the start time, or to postpone takedown more than an hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

In the event of non-payment, Buckeye 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 Buckeye Entertainment. Purchaser shall be charged \$35 for each bounced check plus a \$7.50 service charge for each collection notice.

Special Provisions & Additional Services Requested

Purchaser Initials _____ **Buckeye 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 Ohio shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Franklin County. Purchaser agrees to defend, indemnify, assume liability for and hold Buckeye Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Buckeye 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 Buckeye Entertainment. This agreement is not binding until signed by both Purchaser and Buckeye Entertainment has received it. Any changes must be written and signed by both the Purchaser and Buckeye 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.

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

Buckeye Entertainment:

Byron Gunter, Owner

Revised 1/2/12