

Yellowbud Productions

CLIENT CONTRACT & AGREEMENT

Name: Loree Goddard for Miami Trace Middle School

Event Information

Type: School dance
Date: Friday September 28, 2018
City: Washington Court House, Ohio
Venue: Miami Trace Middle School gym
Venue address: N/A

Contacts

Client name: Loree Goddard for Miami Trace Middle School
Email: lgoddard@mtpanthers.org
Phone: 740 333-4856
Client Address: N/A

Package Summary

- | | | |
|-------------------------------------|----------------------------|---|
| <input checked="" type="checkbox"/> | DJ emcee & music | DJ plays music for the duration of the event with customized play list as requested and provides emcee services |
| <input type="checkbox"/> | Second sound system | Play music in another location of event space if needed |
| <input type="checkbox"/> | Dance floor lighting | Includes 6 LED and 2 intelligent lights if space allows |
| <input type="checkbox"/> | Projector & screen | Optoma projector & screen (optional if space allows) |
| <input type="checkbox"/> | Microphones | 1 wireless headset, 1 wireless handheld, up to 4 wired microphones |
| <input type="checkbox"/> | Detailed Planning Form | PDF form that covers all aspects of the wedding ceremony and reception |
| <input type="checkbox"/> | 3-hour event setup | Setup prior to the event |
| <input type="checkbox"/> | 2-hour equipment breakdown | Breakdown after the event |

Total	\$ <u>200.00</u>
Tax:	\$ <u>n/a</u>
Discounts	\$ <u>n/a</u>
Contract Value:	\$ <u>200.00</u>

Payment Terms

100% of contract value on the day of the event
If client prefers for their own budgeting purposes, client can pay some or all of the contract value ahead of the event date.

Please pay by CASH or CHECK.

Make check payable to: **RICK METZGER**
8615 WILLIAMSPORT PIKE
WILLIAMSPORT, OHIO 43164

Contract Terms

CLIENT RESPONSIBILITIES:

Please pay by cash or check. Make check payable to: RICK METZGER If needed mail to: 8615 Williamsport Pike Williamsport, Ohio 43164

Client shall provide DJ with safe and appropriate working conditions. This includes an 18-foot wide by 6-foot deep by 10' high area for setting up speakers and lighting stands if the full system with projector and screen is to be used. The DJ can "shrink" the system to fit a smaller space. DJ 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. Client shall provide crowd control if warranted; and furnishing directions to place of engagement. Client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, and use of electric power.

A written wedding/music planner or music request list must be received from the Client and forwarded to DJ at least two weeks prior to the date of the engagement for it to be included in DJ programming guidelines. With or without the aid of a wedding/music planner or music request list, DJ shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

RECORDING and USE:

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 DJ relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the wedding are permitted for the private use of the contracting party only.

TIME and TRAVEL:

This agreement guarantees that DJ will be ready to perform at the start time of the engagement. Engagements within the Central & Southern Ohio areas will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile. Engagements in excess of 250 miles beyond the central Ohio area will require accommodations be made for an overnight stay in a local hotel/motel for DJ to be provided by Client.

PAYMENT:

MAKE CHECKS PAYABLE TO: RICK METZGER In the event of non-payment, DJ retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by DJ. Client shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

CANCELLATION:

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

All deposits are nonrefundable if cancelled within 30 days of the engagement unless the DJ cancels the engagement.

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 that the Client breaches the contract, he or she shall pay the DJ the full contract value.

It is understood that this is a "Rain or Shine" event, and DJ's compensation is in no way affected by inclement weather. For outdoor performances, Client 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. **WE STRONGLY discourage the use of generator power for outdoor events. If generator power is to be used, the generator must be a Honda 2000watt or similar "sine wave" type generator that can provide a constant 60hz sine wave. This type of generator can be used to power our smaller EV speakers, but CANNOT be used to power our full 7000 watt system.**

It is hereby further agreed; that the Client 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 Client or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

ADDITIONAL TERMS:

By executing this contract as Client, 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.

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 of 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.

Signatures

Michael D. Henry
BOARD PRESIDENT

8-27-18