



Event Booking Contract



Spinner Music Productions

P.O. Box 80024
 Stoneham, MA 02180
 781-706-6429
 www.SpinnerMusicDJ.com

Contract Date: 4/27/2017
Event Coordinator: David BuonoDavid Buono

Event Services Contract

Contract No. 239065
Account No. 219431

Client Information

Org/Couple: Bowman Elementary School
Contact: Mark Manasas
Address: 9 Phillip Road
City, State, Zip: Lexington, MA 02421

Business:
Home:
Mobile: 617-794-3815
Fax:
Email: mark@manasas.com

Event Information

Event Date: Tuesday, June 20, 2017
Event Package: General Events - Level 1 Package
Account Rep: David Buono
Primary Venue: Bowman Elementary School
 Lexington, MA

Setup Time: 5:00 PM
Start Time: 6:00 PM
End Time: 8:00 PM
Event Name: Bowman Elementary Luau
Event Type: Elementary School Dance
of Guests: 100

Contract Notes:

Event Package:

Name	Charge
General Events - Level 1 Package: 4 hours included, 1 DJ/MC, Medium Sound System (up to 150 guests), ePlanning, eRequests. \$100 per additional hour.	\$600.00

Additional Services:

Qty	Service	Charge

Summary of Charges

Base Package: \$600.00
 Enhancements: \$0.00
 Overtime & Travel: \$0.00 | \$0.00
 Discounts: - \$60.00
 Contract Total: \$540.00
 Total Payments: \$0.00
Balance Due: \$540.00

Important Deadlines

\$150.00 Retainer: 4/27/2017
 GOBO Finalized: 5/21/2017
 Planning Finalized: 6/6/2017
Final Payment: 6/6/2017

Terms of Agreement

ACKNOWLEDGMENT

The client described above, hereby contracts the services of Spinner Music Productions to provide mobile disc jockey entertainment services specifically for the EVENT as described above and none other. Services rendered onto Client for this event shall commence upon acceptance of this Agreement by Client and Talent. If the Event Type is other than specified, Talent reserves the right to terminate performance. This agreement shall become binding upon the two parties at which time this Agreement is signed by the Client or a representative thereof and is received with a \$150.00 NON-Refundable Retainer Fee, accepted and signed by the Talent. THIS AGREEMENT BECOMES NULL AND VOID IF NOT RECEIVED BY Saturday, May 06, 2017. Talent may elect not to exercise their rights as

retained fees, accepted and signed by the Talent. THIS AGREEMENT BECOMES NULL AND VOID IF NOT RECEIVED BY SUNDAY, MAY 07, 2017. Talent may elect not to exercise their rights as specified in this agreement. By doing so, Talent does not waive their right to exercise those rights at a future date. In the event of any breach of this agreement by the Client, the Talent shall be entitled to all attorneys' fees and costs incurred in enforcing the terms of this agreement, including those incurred on appeal, and in enforcing any judgment until all obligations have been paid in full.

FORCE MAJEURE

Talent's performance of these terms and conditions are subject to Talent's death, serious illness, accidents, unexpected mechanical delays or failures or Acts of God, or any other legitimate condition beyond Talent's control. If such circumstances arise, all reasonable efforts will be made by Talent to find comparable replacement at the agreed upon fees. Should Talent be unable to procure a replacement, Client shall receive a full refund of all fees paid to Talent. In the event of equipment failure after the start of the performance that prevents completion of the engagement, the total Performance Fee will be Pro-Rated to the amount of service provided. All stoppages or delays of service due to the fault of the Talent will result in amended performance time equaling the original contracted time. If amended performance time is not possible the total Performance Fee will be Pro-Rated to the amount of service provided. The Client agrees that in all circumstances, Talents liability shall be exclusively limited to refunding the fees paid and that Talent shall not be liable for indirect or consequential damages arising from any breach of contract.

FEES

Total Performance fee agreed upon is \$540.00. A Non-Refundable Retainer Fee of \$150.00 is required to secure Talent for the engagement. This amount will be subtracted from the Performance Fee. The remaining Performance Fee balance of \$390.00 is due by 6/6/2017. All checks shall be made payable to Spinner Music Productions. Client shall be charged \$35.00 for each dishonored check plus a \$7.50 service charge for each collection notice received by the Talent. Additional overtime beyond the included package time of 4 hours will be billed at \$100.00 per hour. Cash, bank check, money order or credit card* payments are the only accepted forms of payment if any portion of, or the full balance is to be paid on 6/20/2017. No personal checks for day-of event payments.

OVERTIME

Performance time added after the start of the engagement will be provided at the rate of \$100.00 per hour in 1 hour increments to be paid in full prior to the conclusion of the events original end time. Overtime is at the discretion of Talent and availability of the Venue.

RESPONSIBILITIES OF CLIENT FOR CONDUCT OF GUESTS AND/OR AGENTS

The Client is responsible for the conduct of its guests, including but not necessarily limited to damage to the equipment and music used by the Talent as well as individual and/or group behavior that may be considered to be undesirable. Talent reserves the right to cease performance in the event that any condition, including action of the Client, it's guests and/or agents, create a threat to the Talent's personal safety and/or that of his equipment and music. In such an event, the Client will be given the opportunity to resolve the condition to the satisfaction of the Talent. If the Client fails to do so, the Engagement shall be deemed completed and full payment due. To prevent damage to equipment or music or liability arising from accidental injury to anyone attending this Engagement, Talent reserves the right to limit or deny access to the sound system, music recordings or other equipment.

CREATIVE CONTROL

The Client grants to the Talent complete creative control with respect to music programming with the following exceptions: 1) If the Client and Talent have, prior to entering into this agreement, agreed upon inclusion and/or exclusion of specific selections and/or types of music, the Talent will to the best of his ability, comply with any such agreement. 2) If minors will be in attendance at the Engagement, the Talent will, to the best of his ability, exclude musical selections containing language that could be reasonably be considered obscene. The Client agrees that, in such circumstances, the Talent may use versions of such musical selections that have been edited or otherwise modified for radio broadcast use.

TERMINATION OF SERVICES

If the Client Terminates services more than thirty (30) calendar days prior to the date of the event as noted above, the Client will be required to pay any unrecoverable cost already incurred by Talent and the Retainer Fee shall be treated as a Termination Fee. If services are terminated with fewer than thirty (30) calendar days notice, any unrecoverable cost already incurred by Talent and the balance due on the Total Performance fee shall be payable in full. All service terminations must be in writing with the Clients signature. If an entire event is postponed, all monies paid up to the full balance will be transferred to an alternative date within six (6) consecutive calendar months of the original date and subject to Talents availability.

PHYSICAL REQUIREMENTS TO BE SUPPLIED BY CLIENT

The Client agrees to supply, or arrange for the Venue to: 1) Provide a minimum 12 by 8 foot staging area immediately adjacent to the dance floor. 2) A minimum of two dedicated 3 prong 15 amp 120volt 60Hz AC, circuits within 25 feet of staging area. 3) If outdoors, adequate shelter from direct sunlight, rain and wind. 4) Take reasonable steps to insure safety and security of all present including crowd control if deemed necessary. 5) Free parking during the event. 6) The most direct and obstacle free passage to the staging area. 7) Ramp or elevator access between the parking/service entrance and staging area. 8) Venue has all appropriate music licensing and performance permits. 9) All required planning materials must be completed and received by Talent no later than 6/6/2017. 10) If materials are not received by the deadline the event flow will default to the recommendations of event services including but not limited to the Talent. If in the event any or all of the Physical Requirements are not met or are unavailable, Talent reserves the right to amend or adjust all necessary means of performance in order to provide services within available means for performance. 11) Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.

ACCESS TO VENUE

Talent requests that they be permitted two (2) hours before and one (1) hour after the engagement for setup and take down. Talent reserves the right to levy additional charges if access is impeded by stairs, uneven or soft terrain, distance to staging area, or elevator access. 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, fire marshal (for use of fog), overtime before or after the engagement utilized by Talent for setting up and taking down equipment.

JURISDICTION

Client waives any right to personal service of process and acknowledges that personal service may be by certified mail. Venue for any legal proceedings brought in connection with this contract shall be Stoneham, MA. The laws of the state of MA shall govern this agreement.

AMENDMENTS

Any changes must be written and signed by both the Client and Talent. Oral agreements are non-binding. The latest agreement supersedes all previous agreements between Client and Talent for the engagement listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. Client may not transfer this contract to another party without prior written consent of Talent.

LIMITATION OF LIABILITY

Client agrees to defend, indemnify, assume liability for and hold Talent harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis (except in the case of gross negligence on the part of Talent), which pertains directly or indirectly to Talents performance.

By signing below, you have declared you are of legal age (18 years) and have read and agreed to all listed terms and conditions contained herein. You accept all responsibility for the actions of your guests and waive Talent of any liability as a result of anyone in attendance.

Agreed to and Accepted by:

Non-Refundable Retainer Due 5/7/2017: \$150.00



4/27/2017

David Buono
Spinner Music Productions

Signed By:

Contact: -

Signed:

IP Address:

Mark Manasas

Bowman Elementary School

Print Document

ELECTRONICALLY SIGN DOCUMENT

First Name

Last Name

Email Address

Telephone Number

I agree to the terms contained in the document above. I understand that I am entering into a contractual

obligation and will be legally bound to the stated terms.

Submit