

Entertainment Contract

This contract confirms the booking of **CMP** as the preferred entertainment for the

_____ on _____
(Event Name) *(Date)*

From: _____ to _____ at _____
(Start) *(End)* *(Venue Name)*

For the total investment of \$ _____

Check all enhancements that apply:

- Ceremony System** (included in wedding package price)
- Wireless Uplighting** (up to 24 lights)
- Cake & Centerpiece Pinspots** (36 lights)
- Dance Floor Monogram** (Animated/Static)
- "Mirror Me" Photo Booth** (4hrs w/ prints & online gallery)
- iPad Pylon Booth** (3 hrs mms only)
- Max Designs Curve Duo Roaming Booth** (3 hrs mms only)
- 104" Screen & Projector**
- 75" HD Display TV**

Additional time can be booked at a rate of \$150/hr
*Please make checks payable to Central Mass Productions

Thank you!
Your business is greatly appreciated!

Client Signature: _____ **Date:** _____



Contract For Services

This agreement, dated _____ between **Central Mass Productions**, hereafter referred to as HOST, and

Client name:

Client name:

Company Name (if applicable):

Address:

Phone:

Email address:

Who understand and agree to be jointly and severally responsible for the performance of this contract and who are hereafter referred to as the CLIENT, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the HOST and the CLIENT hereto agree as follows:

The CLIENT agrees to exclusively reserve the HOST's date of

Event Date:

Start Time:

End Time:

to be held exclusively at

Location:

Address:

Phone:

Venue Contact Name:

1. On which date, time & location the HOST will provide the CLIENT musical entertainment and/or other event enhancements as mutually agreed upon, for previously indicated time frame. Additional time to be paid in 1 hour increments at a rate of \$150/hr following guidelines below section 5.
2. In mutual consideration for the CLIENT's signature and payments, the HOST agrees to reserve the contracted date, time, at the specified location for the CLIENT, and the HOST agrees not to accept a substitute client for this contracted date and time for as long as this contract remains valid.
3. The CLIENT agrees to pay the HOST the agreed upon contract value to be paid as follows: This contract must be signed by the CLIENT(s) and returned to the HOST along with the non-refundable but transferrable first payment/retainer fee of **\$500 payable to: Central Mass Productions** by valid check, money order, or major credit card through payment gateway, and both must be in the HOST's possession upon booking.
4. **HOST must receive final balance payable to: Central Mass Productions by cash, valid check, money order or major credit card, on or before 90 days prior to event.** A \$20.00 fee will be charged for any returned bank checks regardless of reason, cause, or contract status. Should this event be terminated by CLIENT on or after 90 Days prior to event, full balance is due from CLIENT. CLIENT and HOST must sign termination form to terminate contract.
5. The HOST, CLIENT, and the facility manager must unanimously approve extended performance time beyond the contracted hours. The CLIENT agrees to pay the HOST \$150 for each hour of extra time, in US currency by cash or valid check, and prior to the commencement of the extended performance time.
6. CLIENT failure to meet payment dates and amounts as specified is a breach of contract and relieves HOST from contract specific performance except as contained herein. Deposit must be received within 48hrs of a signed contract, or the contract is voided.
7. The CLIENT and/or CLIENT's agents are to insure and to provide the HOST free, public, unencumbered, and non-hazardous access into, through, and out of the parking area, facility, and work space via handicapped accessible path from 2 hours before through 2 hours after event. The HOST reserves all rights to delay or discontinue setup and/or performance until all access or setup hazards, encumbrances, unforeseen union, drayage, and/or management fees or surcharges, weather related hazards, code violations, safety issues, and/or environmental conditions until such issues are cleared, paid, removed, and/or resolved.
8. The CLIENT and/or CLIENT's agents must provide (2) 115 volt 15 amp duplex- grounded electrical circuit(s), the circuit being free of any other connected electrical devices, and be located/positioned within fifteen feet of HOST's setup. All CLIENT and/ or agent provided extension cords must be minimally 3-conductor 14-gauge wire, not to exceed 100 feet in length, and be safely installed, attached, and secured in advance of HOST'S arrival. Generators are not an acceptable power source.
9. The CLIENT and/or CLIENT's agents agrees to provide or pay for all necessary authorizations, facility or management gratuities, licenses, union labor fees, drayage, parking permits or daily storage fees, and other fees or charges as may be required or mandated by the facility, union, local, state, and/or federal regulations, codes, or laws as required to fulfill the terms of this contract.
10. For outdoor or tent events only, in addition to the aforementioned set up requirements, the CLIENT and/or their agents must provide the HOST commercial grade protection from all weather-related elements such as, but not limited to, wind, water, and sun. The HOST agrees to keep the area under his direct control and supervision safe and will maintain a general liability insurance policy.
11. HOST shall retain exclusive rights over the event production and presentation, including but not limited to, the details, means, and methods of his services except as agreed upon by the HOST and CLIENT. Should the CLIENT employ any other services such as, but not limited to, Bridal Consultants, Event Planners, Consultants, or Coordinators who will exercise partial or full control of HOST'S setup location, presentational content, programming, timing, or any music selections, then the HOST is released and indemnified from all implied or specific guarantees.
12. CLIENT agrees to hold the HOST harmless for all losses suffered as a result of damage to the HOST's equipment or property, including, without limitation, vehicles, equipment, and peripherals, by THE CLIENT and/or its guests in setting up said equipment, during the event, and after the event, provided that such damage relates directly to the HOST's performance under this agreement. If HOST deems the circumstances to present a threat or implied threat of harm to HOST or the property of the HOST, HOST may cease the performance. The CLIENT will remain responsible for HOST's compensation regardless of resumption of performance or complete shutdown for said safety reasons.

13. Connection or use of client, guest, vendor, or facility provided internal, external input or output devices, or any guest, facility, and/or agent provide media of any kind, into or out of the HOST'S equipment is strictly prohibited. HOST must receive CLIENT requested, required, or their provided media no later than 5 days in advance of the event date.

14. Should HOST become seriously ill, injured, suffer catastrophic equipment loss, a death of a parent, spouse, sibling, or child, or other extraordinary act of God, nature, or fate, the HOST agrees to take prudent actions to provide the CLIENT either an alternative DJ choice approved by the CLIENT, or, the CLIENT may accept a refund of all payments paid to HOST.

15. Should this contract require two signatures of separate individuals acting as one CLIENT, both persons agree they are both severally responsible for the performance of this contract and all its clauses, yet both hereby agree that either person may terminate this agreement independent of the other party, and such independent termination shall release HOST from any and further obligation to the terms of this contract. Any and all specific and/or implied guarantees shall expire twenty-four hours from the conclusion of the event.

16. The CLIENT and HOST agree that any and all modifications to any portion of this contract must be submitted in writing, must be approved by the CLIENT and HOST, and said approved revision must be signed by the CLIENT and the HOST. No other form of contract modification notification is valid or binding. The maximum contract liability of the HOST shall not exceed the total amount of CLIENT payments made.

17. Should any provision(s) of this agreement be declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this agreement shall endure except for the provisions(s) or portion(s) declared invalid or unenforceable by order of said court.

18. The courts of the Commonwealth of Massachusetts in Worcester County shall have exclusive jurisdiction over any dispute arising under this contract. The losing party agrees to pay all court and legal fees associated with the enforcement of this contract. Except as provided herein, THE CLIENT and THE HOST agree to defend and to hold the other harmless from any and all claims, suits, demands, losses, proceedings, penalties, expenses, and other liabilities, including court costs and attorneys' fees, arising out of this agreement.

19. This contract contains all the agreements by the parties hereto which shall apply to and bind all parties. There are no promises, agreements, terms, or conditions other than those contained herein. Neither party has relied on any promises or representation not contained herein in entering into this contract. As previously stated in this contract, it may not be assigned or transferred by either party, nor orally modified, and no modification or waiver of any provision of this contract shall be effective unless presented in writing and signed by CLIENT and HOST.

Thank You For Choosing Central Mass Productions!

CMP Signature:

Sign: _____ Date: _____

CLIENT Signature:

Sign: _____ Date: _____