



873 Stroud Circle
Wake Forest, NC 27587
(919) 669-4575

Deposit Received:
Deposit Amount:
Contract Number: **Sample**

This contract is for the personal services of entertainers on the engagement described below made this date **October 14, 2008** between the undersigned Purchaser of Entertainment (herein called "Presenter") and SCAT Entertainment, Inc, a disc jockey composed of 1 performers (herein called "Artists") and for the talent booking services and agreements between aforesaid Artists, their leader, manager or representative and SCAT Entertainment, Inc. The artists are engaged severally on the terms and conditions on the face hereof. The leader, manager or representative represents that the Artists already designated have agreed to be bound by said terms and conditions. Each artist may enforce this agreement. The Artists jointly and severally agree to be bound by the terms of this contract and to render services under the assigned leader, manager or representative.

Name and Address of Venue: **Carolina Inn Chapel Hill**
Type of Performance: **Wedding Reception**
Date(s) of Performance: **Saturday November 22, 2008**
Hours of Performance: **7 pm –11 pm**
Gross Contract Price: **\$ 850.00**
Deposit: **\$ 170.00 Due November 1, 2008**
Balance due: **\$ 680.00**

Additional Terms and Conditions:

- a. Presenter to provide one skirted eight foot table for Artists use.
- b. Final entertainment control and music selection shall be the sole responsibility of the Artists.
- c. The agreement and obligation of the Artists to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Acts of Go, or any other event(s) beyond the Artists control which prevent the Artists from attending the event in question. Should any of the aforesaid events keep the Artists from attending, the parties agree that any deposits paid by the Presenter will serve as Liquidated Damages and the return of said monies shall constitute satisfaction of any claims by the Presenter against the Artists or SCAT Entertainment, Inc.
- d. The Presenter shall be responsible for any and all damages occurring to Artists equipment during the performance of this engagement, provided that said damage is caused by the Presenter, any guest or member of the Presenter's party, or any individual acting under the direction or control of the Presenter.
- e. The Presenter further agrees that should legal action be necessary to collect any monies due under the terms of this agreement, the Presenter shall be liable for all costs associated with said action, including but not limited to the court costs of said action and reasonable legal fees. The Presenter further waives any and all claims of exemptions as to both personal and real property as may be allowable under relevant state laws.
- f. If Presenter cancels event less than 90 days prior to the event, the Artist will be due the entire balance upon demand.
- g. If Presenter cancels event more than 90 days or more prior to the event, then the Artist will be due 50 percent of the remaining balance as damages.
- h. The deposit is non refundable for any reason.
- i. Although music suggestions are encouraged, Artist retains final decision on all music to be played. All DJs at Brian Pate Entertainment are well versed in appropriate music for events involving particular age groups. All of our music is appropriate for radio airplay.
- j. Venue must be available to Artist for set up a minimum of 90 minutes prior to event start.
- k. Artist should have access to soft drinks and water prior to and during the event.
- l. Final payment is due 10 days prior to event by cash, check or money order.
- m. Overtime rate is \$75 per half hour or any part thereof and is due in cash at the beginning of the overtime. Checks will be accepted for overtime only with prior consent of Artist.

Outdoor Events:

- n. ___ Check here if outdoor event (if event is not outdoors, place N/A in all blanks in paragraph “g”):
 - i. ___ The Presenter understands that outdoor events, in particular those without alternate indoor facilities, are risky due to inclement weather conditions and that the Presenter is prepared to assume responsibility for the risks involved.
 - ii. ___ For safety purposes, the Artist will not be obligated to perform on wet or damp surfaces or under conditions where precipitation poses and safety threat to the disc jockey, road crew, or their equipment. For health reasons, the Artist will not be obligated to perform in an outdoor environment where the temperature is less than 55 degrees Fahrenheit.
 - iii. Presenter agrees to the following:
 - i. ___ Should unsafe performing conditions or inclement weather, as defined above, prevent the Artist from performing, the full amount contracted is due to the Artist upon demand.
 - ii. ___ Upon arrival of the Artist, road crew, or equipment, the Presenter will determine where the Artist should set up their equipment. Should conditions change and become unacceptable, as defined above, after the Artist has begun to set up, the Presenter is obligated to pay the Artist upon demand. The Artist will not begin to set up more than once as they are not obligated to set up a second time.
 - iii. ___ Should the Presenter decide to utilize an alternate indoor location in anticipation of inclement weather and the inclement weather conditions fail to materialize, the Artist is not obligated to set up their equipment a second time. The Artist will perform at the Presenter’s indoor location and will be paid in full upon demand.

Light Show

- o. ___ Light Show Included (if light show is not included, please place N/A in all blanks in paragraph “I”):
 - i. ___ In order for Artist to provide a basic light show, there must be two (2) outlets on separate 20 amp fuses within 50 feet of performance area.
 - ii. ___ Light show set up requires a stage area of 15 feet long by 10 feet deep to accommodate a 10 foot long truss.
 - iii. ___ Venue must approve use of fog machine due to the possibility of triggering fire alarms.
- p. Additional Provisions:
- q. This contract is the sole, complete and binding agreement between the Artists and Presenter.

Name of Presenter: **Sample**
Contact/Representative: **Sample** Artist: **Brian Pate**
Address: **Sample** Artist Phone: (919) 669-4575
City: **Sample** State: **Sample** Zip: **Sample** Artist Email: djbrianpate@nc.rr.com
Presenter Phone: **Sample**
Presenter Email: **Sample**

Presenter Signature

Artists Signature