

## **Terms of Agreement**

1. A deposit of \$100.00 is required to bind terms. Make check payable to 'Richard Muckle'.
2. Any deposit received is non-refundable.
3. Parties entering into this contract are permanently bound to fulfill the obligations by this agreement unless one or more of the following conditions apply:
  - a. Both parties mutually agree to leave the agreement and its responsibilities.
  - b. The event described herein is completely canceled by venue or purchaser, and a minimum of 60 days notice is given.
4. Any and all information / details must be communicated before (5) days preceding the Performance.
5. PREMIER ENTERTAINMENT shall not be held liable for any action of damage arising from or in connection with any individuals not directly affiliated with PREMIER ENTERTAINMENT. Furthermore, the customer contracting with PREMIER ENTERTAINMENT agrees to assume full responsibility for any and all damages to PREMIER ENTERTAINMENT or property either causes by themselves, their guests, or any other party in attendance whether invited or not.
6. The parties purchasing the services of PREMIER ENTERTAINMENT agree to allow PREMIER ENTERTAINMENT to use pictures and video images taken at this event for promotional use.
7. PREMIER ENTERTAINMENT reserves the right to deny guest access to the sound system, equipment, performance area, or any other property of PREMIER ENTERTAINMENT.

## **Additional Terms and Conditions**

It is understood that if this is a "Rain or Shine" event, PREMIER ENTERTAINMENT's compensation is in no way affected by inclement weather. For outdoor performances the customer shall provide overhead shelter for setup area. The DJ(s) 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 Customer shall provide PREMIER ENTERTAINMENT with one sturdy six (6) foot table and safe and appropriate working conditions. This includes a 6-foot area for setup and space for setting up speakers and lighting stands. PREMIER ENTERTAINMENT requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet of the setup area. This circuit must be free of all other connected loads. Any delay in the performance or damage to

PREMIER ENTERTAINMENT's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Purchaser shall provide crowd control if warranted; and furnish 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.

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

This agreement guarantees that PREMIER ENTERTAINMENT will be ready to perform at the start time of the engagement. No guarantee is made as to PREMIER ENTERTAINMENT's time of arrival; however, PREMIER ENTERTAINMENT requests that they be permitted forty-five (45) minutes before the engagement and forty-five (45) minutes after the engagement for setup and takedown. PREMIER ENTERTAINMENT also requests ramp or elevator access between the parking/service entrance and the setup area if setup area is not on first floor.

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 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.

The laws of the State of Pennsylvania shall govern this agreement. In the event of suit involving or relating to this agreement, purchaser agrees that venue will be in Washington County, Pennsylvania. Purchaser agrees to defend, indemnify, assume liability for and hold PREMIER ENTERTAINMENT harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to PREMIER 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 PREMIER ENTERTAINMENT. This agreement is not binding until signed by both purchaser and PREMIER ENTERTAINMENT has received it. Any changes must be written and signed by both purchaser and PREMIER 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.