

TIME PRODUCTION ENTERTAINMENT

Contract Number: TPEC

Confirmation Date:

This contract covers the personal services of Time Production Entertainment and the engagement (or event) described below. The undersigned Purchaser(s) of Time Production Entertainment (herein called "Client") have agreed to be bound by said terms and conditions listed below.

This contract is subject to the following conditions:

1. The client agrees to pay Time Production Entertainment at the beginning of the engagement in Cash or by Money Order (***Finally payment must be received at least 1 week prior to engagement***) made payable to: **Daniel A. Utley**. The client agrees that Time Production Entertainment is not expected to start the music until the time designated in this contract. In addition, the client understands that Time Production Entertainment will set up equipment at least one (1) hour or earlier prior to the start-time. (***See Attachment A1***).
2. The client agrees to pay Time Production Entertainment a **\$50 Non-Refundable Booking Fee**. The contract must be signed and dated by the client **and** the required Booking fee mailed back with this contract within 10 days of booking date. If this contract is not signed and dated by the client and mailed back with the required retainer by the due date, this contract is **void**. (***See changes attachment A2***)
3. Cancellation must be submitted in writing. The client will NOT receive a refund (minus the \$50 booking fee) UNLESS written cancellation is received 30 days prior to the scheduled engagement. The client agrees to pay 50% of the gross price agreed upon if cancellation is received 15 days prior to the scheduled engagement. The client agrees to pay 100% of the gross price agreed upon if cancellation is received less than 10 days prior to the scheduled engagement. (***See attachment A3***).
4. Time Production Entertainment must have easy access to the entrance closest to the area where services will be performed. The entrance must be non-obstructed and of adequate size to allow Time Production Entertainment to get his equipment in and out efficiently. The client agrees to provide Time Production Entertainment adequate parking close to the facility and all necessary permits or tokens to park his vehicle and trailer. The client understands that Time Production Entertainment may charge the client an additional fee for a difficult load-in.
5. The client will be responsible for providing sufficient set-up space for Time Production Entertainment 's DJ equipment and sufficient power supply (two separate outlets on separate breakers, if a lightshow is requested). If the engagement is outside, shelter (in the form of a tent or similar) must be provided. Time Production Entertainment is not responsible for any mechanical failures due to floor structures, electricity, power outages, etc. at the chosen location site.
6. Time Production Entertainment is not responsible for providing services in the event that wind, fire, flood, or any act or force of God or man makes the facilities unavailable at the time, date, and place listed below. If this is an outdoor event, please make sure that Time's Production and equipment are in an area that is sheltered from rain. Time's Production reserves the right to NOT perform without penalty if it is felt that adequate shelter is NOT provided. In the event of an electrical storm, your event will be suspended and the equipment shut down for the safety of your guests. There are no refunds for suspension or cancellation of events due to weather. Time may be

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added at the end of the event to make up for suspended time at the sole discretion of the Time's Production.

7. The client may be allowed to hire Time Production Entertainment for additional time beyond the contractual agreement at \$ 50.00 per hour.
8. The client agrees to reimburse Time Production Entertainment for all stolen or damaged property directly caused by the client and/or guest(s) of the client. Time Production Entertainment has the right to terminate services and leave if guests are rude and/or inappropriate. In the event of circumstances deemed by the Time's Production to present a threat or implied threat of injury to the DJ/ or any property (equipment, lighting, c.d.'s, etc.) in the DJ's possession, Time's Production reserves the right to cease performance. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Time's Production resumes performance. It is understood and agreed that the Purchaser agrees to provide crowd control if warranted. Purchaser will be liable for any loss or damage to any property belonging to Time's Production that is caused by Purchaser or his/her guests, customers, students, etc
9. If travel distance to the engagement is beyond 35 miles, client agrees to pay Time Production Entertainment a mileage expense of no more than \$1 per mile, **one way**.
10. The client agrees that should this matter be turned over to a collection agency/attorney, for non-payment, the client will be responsible for all reasonable attorney fee's and or documented collection agency fee's.
11. Any time changes other than what is stated above, must be made at Time Production Entertainment availability, and must be made at least 48 hours prior to any function.
12. Time Production Entertainment has several D.Js' available all music is identical. We cannot guarantee which one of our D.J. personnel will attend, but we will do everything in our power to accommodate your preferences. In the event that Time's Production is unable to perform, Time's Production will provide a suitable replacement at NO charge for the event described. In addition, as liquidated damages, client will be refunded 50% of the total agreed price (\$ - 100%) If Time's Production is unable to provide a replacement, compensation in full, including ALL fees collected PLUS 100% (\$ - 200%) as liquidated damages, will be issued within Seven Working business days of event by certified check. Client agrees that this will be the limit to any damages caused by Time's Production inability to perform
13. It is agreed that Time Production Entertainment executes this agreement as an independent contractor and is not an employee of the Client
14. Events postponed may be rebooked with a \$50.00 rebooking fee subject to availability. If unable to rebook, then cancellation fees will apply as stated in 3.
15. Set up for DJ: Please furnish for your DJ, a minimum area of 4'x 8' for booth set-up and one or two 6 to 8 foot tables. The Booth should be within 40 feet of a reliable power source (preferably two 15 amp, 110 volt circuits).
16. Client shall at all times have complete control, direction and supervision of Performance. Client expressly reserves the right to control the manner, means, and details of Performance. A written event/music planner or music request list must be received by Time Production Entertainment at

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least two weeks prior to the date of Performance in order to be included in the programming guidelines. With or without the aid of an event/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. Time Production Entertainment will make an extra effort to have music requests available if they are received by Time Production Entertainment in writing at least two weeks prior to Performance.

17. This contract constitutes the entire agreement between _____ and Time Production Entertainment. This contract may not be modified unless amended in writing and signed by the parties hereto. This agreement shall be considered to have been made in the State of Texas and shall be interpreted, and rights and liabilities determined, in accordance with the laws of said State. If any of the provisions of this agreement are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

18. Attachment A

1. Continuous DJ Services payment is due: _____
2. Continuous DJ Services are exempt from the clause.
3. If client decides to cancel any part of this contract a \$250.00 cancellation fee will be assessed

Date/Time of Engagement:

Price Agreed Upon:

(Daniel A. Utley, TPE /CEO signature)

(Date)

Client Signatures:

(Signature/ Title)

(Date)

(Signature/Title)

(Date)

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BOOKING FORM

Date of Contract: _____ Date and Day of Function: _____
Name of Function Place: _____
Address: _____
City and State: _____
Time Frame of Function: _____
Name of contracted person: _____
Address, City, State, Zip: _____
Phone Number: (Home) ____ - ____ - _____ (Work) ____ - ____ - _____ Cell: _____
Email: _____

Type of Function

Type of Services Provided: Continuous D.J. Services Birthday Wedding Reception
Unit/Promotion Functions Special Holiday Party : _____ Karaoke
Other: _____

Type Of Music

R&B Country Latin Jazz Blues Disco
 Reggae Mix 70's 80's 90's 2000+
 Other _____

I _____ authorize the Time Production Entertainment play special request song (s) requested by my guest/or a list of songs provided.

A \$50.00 non-refundable deposit is payable at the time of booking event. If Time Production Entertainment cancels this function prior to a formal signing of contract deposit will be refunded within seven business working days.

Time Production Entertainment agrees to provide a Disc-Jockey to play at the above function, at the date and time stated.

Payment: Cash Money Order: Make Payable to: **Daniel A. Utley**,

We thank you for booking with us and are looking forward to seeing you at your function and to give you an UNFORGETTABLE and a DYNAMITE TIME OF YOUR LIFE

Phone: 254 - 690-4408 Pager: 254-290-4152 Email: dutley@hotmail.com