



RESERVATION FORM/CONTRACT

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SECTION 15-48-10, CODE OF LAWS OF SOUTH CAROLINA (1976).

This agreement is for personal services of ___ Disc Jockeys (DJs), ___ MCs, and ___ additional personnel (as described below in "Special Provisions") for the engagement described below made this _____ day of _____, 20____, between the undersigned Purchaser of entertainment and DJ Frosty Entertainment.

1. Place of engagement (venue) _____
2. Address of venue _____
3. City _____ State _____ Zip Code _____
4. Type of engagement _____
5. Date(s) of engagement(s) _____ Start Time _____ Finish Time _____
6. Total performance fee agreed upon by DJ Frosty Entertainment is \$_____. All payments should be made **payable to H. Foster Phillips or DJ FROSTY.**
7. **A non-refundable 50% deposit is required to secure DJ Frosty Entertainment for the engagement. This amount shall be subtracted from the performance fee. The remaining balance of the performance fee must be paid in full at time of arrival unless other arrangements have been made with prior consent of DJ Frosty Entertainment.**
8. A written music planner or music request list must be received by DJ Frosty Entertainment *at least two weeks prior to the date of the engagement* for it to be included in the DJs' programming guidelines. With or without the aid of a music planner or music request list, the DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. DJ Frosty Entertainment will make an extra effort to have music requests available if they are received by DJ Frosty Entertainment **IN WRITING** at least **TWO WEEKS** prior to the engagement.
9. This agreement to perform shall be excused for, but not limited to, the following causes: the DJs sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond the DJs' control. Purchaser agrees that in all circumstances, DJ Frosty Entertainment' liability shall be exclusively limited to an amount equal to the performance fee and that DJ Frosty Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.
10. In the event of non-payment two-weeks after the engagement, DJ Frosty Entertainment retains the right to attempt collection through the Orangeburg County courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by DJ Frosty Entertainment. Purchaser shall be charged \$20 for each bounced check in addition to a \$7.50 service charge for each collection notice. The Customer shall also pay DJ Frosty interest on the outstanding amount at the rate of 2% per month.
11. The amount agreed upon and shown in line 6 above applies to the performance times set forth in line 5 of this agreement. Performance time added after this agreement has been signed will be provided at the rate of \$75 per half-hour. Overtime is billed in half-hour increments. There is a 10-minute grace period before overtime is incurred for any half-hour period. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that the DJs will be ready to perform at the start time of the engagement. No guarantee is made as to the DJs'

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time of arrival; however, DJ Frosty Entertainment requests that the DJs be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. DJ Frosty Entertainment also requests ramp or elevator access between parking/service entrance and setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs to reach the setup area, additional labor will be charged at the rate of \$_____ per laborer-hour. If Purchaser or venue requires DJ Frosty Entertainment to complete setup before the start time indicated in line 5 of this agreement, or to postpone takedown after the end time indicated in line 5 of this agreement, the additional time will be charged at the rate of \$_____ per half-hour.

- 12. Purchaser will take steps to protect DJ Frosty Entertainment' equipment, music and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on your part (except in the case of gross negligence on the part of the DJs) will be payable by Purchaser to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.
- 13. In the event of circumstances deemed by the DJs to present a threat or implied threat of injury or harm to the DJs or any equipment in the DJs' possession, the DJs reserve the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), DJs shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether the DJs resume performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJs reserve the right to deny any guest access to sound system, music recordings, or equipment.
- 14. If agreement cancellation is initiated by the Purchaser in writing and agreed to by DJ Frosty Entertainment in writing, Purchaser will be required to pay only 50% or 1/2 of the total fee agreed upon. Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.
- 15. Purchaser shall provide DJ Frosty Entertainment with safe and appropriate working conditions. This includes, but is not limited to, providing a secure and sturdy 8-foot set-up table and a 120-volt outlet (3-prong grounded with at least 15 amps available) from a reliable power source within 25 feet of the set-up area; providing a facility that completely covers and protects DJ Frosty Entertainment' equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds); providing crowd control if warranted; and furnishing **directions to place of engagement and free parking**. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provision.
- 16. 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, fire marshal, time before and after the engagement utilized by DJ Frosty Entertainment for setting up and taking down equipment.
- 17. Special provisions _____

- 18. This agreement shall be governed by the laws of the State of South Carolina. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Orangeburg County.
- 19. Purchaser agrees to defend, indemnify, assume liability for and hold DJ Frosty Entertainment exempt from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to DJ Frosty 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.
- 20. Purchaser may not transfer this contract to another party without the prior written consent of DJ Frosty Entertainment.
- 21. This agreement is not binding until received and signed by DJ Frosty Entertainment. Any changes must be written and signed by both the Purchaser and DJ Frosty 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.

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22. DJ Frosty Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, DJ Frosty Entertainment does not waive their right to exercise those options at a future date.

Signature of Purchaser

Date

Purchaser Information:

Purchaser Name (Print)		
Address		
City	State	Zip
Contact Number		
Email address		

Signature

Date

DJ Frosty Entertainment

Office Only:

Payment Received:

Date: