MusicMatch54

119 N Franklin Ave, Coleman WI 54112 Make all checks Payable

(920) 897 4928 to Musicmatch54

Cell: 715 889 4209 Brian Orr

Web Site: http://www.musicmatch54dj1.com

Contacting Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Start Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Finish: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Performance Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total Cost of Performance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Includes a non–refundable deposit of: $**100.00**  Hours Overtime: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Location Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Phone#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Occasion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inquiry Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms:**

This agreement is considered binding to both parties only when returned with stated down payment and accepted by Musicmatch54. After this contract and down payment are received, there will be a period of ten business days which this contract may be rejected due to lack of availability. In this case, the down payment will be returned in full. **THE DEPOSIT MUST BE SUBMITTED TO MUSICMATCH54 AND FINALIZED WITHIN A PERIOD OF 15 FIFTEEN BUSINESS DAYS FROM THE TIME OF BOOKING TO ASSURE THAT YOUR DATE IS NOT TAKEN BY ANOTHER CLIENT.**

The balance due must be paid in full by check, cash or money order one week prior to the event, or cash only on the day of the function prior to starting.

Client agrees to provide Musicmatch54 with safe and appropriate working conditions. This includes, but not limited to providing a solid level surface to setup equipment physical space of at least 15 feet by 7 feet to accommodate all equipment, two separate, ground 120 volt, 10 amp outlets, a ceiling height of at least 8 feet, and a facility that is completely covered to protect our equipment from adverse weather conditions, (e.g. direct sunlight, temperatures below 50 degrees, rain, snow and excessive wind). Musicmatch54 is not responsible for inadequate source of electricity, or power outage of any kind.

This agreement is subject to proven detention by sickness, accidents, equipment failure, Acts of God, or any other conditions beyond the legitimate control of either party. The client accepts liability for any damage sustained to equipment or personnel while on the premises other than that caused by Musicmatch54 personnel, and shall indemnify and hold harmless Musicmatch54 from same. In no event shall Musicmatch54 be liable for any other damages including, but not limited to, consequential damages and damages for mental anguish and distress.

Any delay in starting cause by the customer or engagement location management shall not affect the completion time. In the event of malicious behavior or circumstances deemed by Musicmatch54 to present or imply a threat of damage to Musicmatch54 equipment or staff, Musicmatch54 reserves the right to cease operations at the event. Client will be responsible for payment in full, as well as any damages incurred by Musicmatch54 while at the above event. Musicmatch54 allows ample time, not to exceed 20 minutes to resolve the situation for operations to resume. Musicmatch54 will not provide security. Client is responsible for security and safety of guest, which includes, but is not limited to, controlling guest and all other persons on the premises.

Musicmatch54 will try to accommodate all guests listening pleasures. However every event is unique and due to this fact Musicmatch54 cannot guarantee all songs request are available or will be played. If you have specific song you wish to hear, we strongly encourage our client to check with us prior to the event for availability or bring them on CD to the event.

Cancellation by Client will occur only if received in writing at least 60 days prior to schedule performance, otherwise full balance will remain due. In the event of client cancellation, an amount equal to the deposit shall be retained by Musicmatch54 as liquidated damages.

Musicmatch54 is an independent contractor and not an employee of the Client. If a Court of competent jurisdiction finds any portion of this agreement unenforceable, the remaining portion shall remain valid and binding.

This Contract is null and void if not signed and returned with the down payment to MUSICMATCH54 BY Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read and accepted the terms of this agreement, I understand that this is the entire agreement and modification must be in writing and signed by both parties. **YOU MAY WANT TO RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS, PRIOR TO SENDING IT BACK TO MUSICMATCH 54.** **PLEASE SIGN AND RETURN.**

Accepted for Client By (must be 18 or older): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted for Musicmatch54 by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_