

## MUSIC ENTERTAINMENT CONTRACT

The contract (the "Agreement") made this [redacted] day of [redacted], 20[redacted], by and between [redacted] (the "Purchaser") and C & J Entertainment ("Ciara and John Long d/b/a C & J Entertainment").

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### WITNESS

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The *Purchaser* hereby engages *C & J Entertainment* to provide a musical entertainment service. The service is to be performed at Event Location as follows:

**Venue:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone #:** \_\_\_\_\_

2. *C & J Entertainment* hereby agrees to provide music entertainment for the *Purchaser* at the above-mentioned location.
3. The said Music Entertainment shall consist primarily of providing musical entertainment by means of a recorded music format in which the clean (radio edit) version of music will be played unless otherwise approved by *Purchaser* in writing.
4. *C & J Entertainment* hereby agrees to render professional services and is at all times to have complete control of the program.
5. The Parties hereby agree that Music Entertainment shall be provided and accepted on the following date(s) and time(s) of the engagement as stated below\*:

**Date(s):** \_\_\_\_\_

Please specify times for each date

**Start Time(s):** \_\_\_\_\_ AM/PM (circle one) \_\_\_\_\_ AM/PM (circle one)

**Finish Time(s):** \_\_\_\_\_ AM/PM (circle one) \_\_\_\_\_ AM/PM (circle one)

6. The *Purchaser* in consideration of the Music Entertainment to be rendered by *C & J Entertainment*, and the mutual promises contained herein, hereby agrees to pay *C & J Entertainment* the following consideration:

A **non-refundable deposit** of \$ [redacted] (50% of the Entertainment Cost), is required to secure the services of *C & J Entertainment* for the engagement. This amount shall be applied towards the Entertainment Cost.

The **Entertainment Cost** for this engagement with the time frame outlined above is \$ [redacted] **due in full** prior to the day of event.

**\*Services that exceed the time frame above will be charged at the rate of \$100.00 per hour, payable the day of the engagement.** Please be advised that it may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Acceptable forms of payment are: **Cash, Check (Payable to - Ciara D. Long), PayPal to - [CJLong0804@gmail.com](mailto:CJLong0804@gmail.com) or [paypal.me/TheHollinJohnShow](https://www.paypal.me/TheHollinJohnShow), or CashApp - \$TheHollinJohnShow.** Please verify payment with *C & J Entertainment* **prior** to submission.

**Purchaser Initials** \_\_\_\_\_

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### **Additional Terms and Conditions**

The agreement of *C & J Entertainment* to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by *C & J Entertainment* to find replacement entertainment at the agreed upon costs. Should *C & J Entertainment* be unable to procure a replacement, *Purchaser* shall receive a full refund. *Purchaser* agrees that in all circumstances, *C & J Entertainment* shall not be liable for indirect or consequential damages arising from any breach of contract.

#### **All deposits are non-refundable.**

The *Purchaser* and *C & J Entertainment* agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the *Purchaser* breaches the contract, he or she shall pay *C & J Entertainment* the amount set forth above as "Entertainment Cost" agreed upon above as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the *Purchaser* shall be held liable for any injury or damages to members of *C & J Entertainment*, or the property of *C & J Entertainment*, while on the premises of said engagement, if damage is caused by *Purchaser* or guests, members of their organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that is this is a "Rain or Shine" event, *C & J Entertainment* compensation is in no way affected by inclement weather. For outdoor entertainment, *Purchaser* shall provide overhead shelter for setup area. *C & J Entertainment* reserves the right, in good faith, to stop or cancel the performance, should weather pose a potential danger to him/her, the equipment, or audience. Every effort will be made to continue the entertainment. However, safety is paramount in all decisions. *C & J Entertainment's* compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to *C & J Entertainment* staff or any equipment in *C & J Entertainment* possession, *C & J Entertainment* reserves the right to cease entertainment. If the *Purchaser* is able to resolve the threatening situation in a reasonable amount of time (maximum 15 minutes), *C & J Entertainment* shall resume entertainment 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 *C & J Entertainment* resumes entertainment. In order to prevent equipment damage or liability arising from accidental injury to an individual attending this performance, *C & J Entertainment* reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

**Purchaser Initials** \_\_\_\_\_

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The *Purchaser* shall provide *C & J Entertainment* with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speaker(s) and other equipment. *C & J Entertainment* requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to *C & J 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 furnishing 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* expressly reserves the right to control the manner, means and details of the performance of the services of *C & J Entertainment*. A written event/music planner of music request list must be received from the *Purchaser* and forwarded to *C & J Entertainment* at least two weeks prior to the date of the engagement for it to be specifically included in *C & J Entertainment* programming guidelines. With or without the aid of an event/music planner or music request list, *C & J Entertainment* shall attempt to play *Purchaser's* and *Purchaser's* guests' music requests but shall not be held responsible if certain selections are unavailable. *C & J Entertainment* will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, *C & J Entertainment* retains the right to attempt collections through the courts. *Purchaser* will be held responsible for all court fees, legal fees, and collection costs incurred by *C & J Entertainment*. ***Purchaser shall be charged \$50.00 for any returned or unprocessed payment in addition to total Entertainment Cost due.***

This agreement guarantees that *C & J Entertainment* will be ready to perform at the start time of the engagement. No guarantee is made of the *C & J Entertainment* time of arrival; however, *C & J Entertainment* request that they be permitted 45 minutes before the engagement and 45 minutes after the engagement for setup and takedown. *C & J Entertainment* also request ramp or elevator access between the parking/service entrance and the setup area if available. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, **additional labor will be charged at the rate of \$25.00 per half-hour.**

Please be advised *C & J Entertainment* is located in the greater Washington, District of Columbia area. Services requiring travel outside of this area will be charged at a **rate of \$0.50 per mile in access of 20 miles.** Engagements **in excess of 200 miles will require that accommodations be made for an overnight stay in a local hotel (or military lodging where available)** for *C & J Entertainment* to be provided by *Purchaser*.

**Special provisions & Additional Services Requested**

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**Purchaser Initials** \_\_\_\_\_

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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 or 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 [redacted] (venue location) shall govern this agreement. In the event of suit involving or relating to this agreement, *Purchaser* agrees that the arbitration or suit will be held in same State as the governing law. *Purchaser* agrees to defend, indemnify, assume liability for and hold *C & J Entertainment* harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to *C & J Entertainment*. The *Purchaser* may not transfer this contract to another party without the prior written consent of *C & J Entertainment*. **This agreement is not binding until signed by the *Purchaser*, notarized and *C & J Entertainment* has confirmed receipt.** Any changes must be written and signed by the *Purchaser* and notarized. 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.

*C & J Entertainment* may elect not to exercise their rights as specified in this agreement. By doing so, *C & J Entertainment* does not waive their right to exercise those options at a future date.

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THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

**Purchaser (Printed Name):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**The Section Below is for Official Use by Public Notary**