



Entertainment Contract

AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the **Purchaser**, and Josh Briggs, hereinafter referred to as **Briggs Bros. Entertainment**.

Witnesseth

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 Briggs Bros. Entertainment to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____
(Address): _____

(Phone #): _____

2. Briggs Bros. Entertainment hereby agrees to provide a DJ Service for the Purchaser at the abovementioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

4. Briggs Bros. Entertainment hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____.

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

6. The Purchaser in consideration of the DJ Service to be rendered by Briggs Bros. Entertainment, and the mutual promises contained herein, hereby agrees to pay to Briggs Bros. Entertainment the following consideration:

The Performance Fee is \$_____ for the _____ hour time frame. Services requested that exceed the above-mentioned time frame will be charged at the rate of \$_____ per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. A non-refundable deposit of \$50.00 will be made as of this date; this amount will be deducted from the total payment due. The remaining balance is due on the date of the event. A collection notice will be sent after seven (7) days have passed. Cancellation must be given at least seven (7) days in advance or the purchaser will be responsible for 50% of the total contracted amount.

Purchaser Initials _____ **Briggs Bros. Entertainment** _____

Additional Terms and Conditions

The agreement of Briggs Bros. 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 for Briggs Bros. Entertainment to find replacement entertainment at the agreed upon fees. Should Briggs Bros. Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Briggs Bros. Entertainment liability shall be exclusively limited to an amount equal to the performance fee and that Briggs Bros. Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract. The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not. It is understood that if this is a "Rain or Shine" event, or other instances (such as facility malfunction) occur causing the cancellation of the above date, Briggs Bros. Entertainment will credit the purchaser's original deposit if the event is rescheduled for a date within seven days of the original event date assuming Briggs Bros. Entertainment availability. If Briggs Bros. Entertainment is not available on the rescheduled date and time, the purchaser must select a different date within the seven day time period. If the event is not rescheduled within the seven-day time frame, the original deposit will be withheld and the purchaser has the option of re-contracting with Briggs Bros. Entertainment for an available date. For outdoor performances, Purchaser shall provide overhead shelter for setup area. Briggs Bros. Entertainment 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. Briggs Bros. 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 Briggs Bros. Entertainment staff or any equipment in Briggs Bros. Entertainment possession. Briggs Bros. Entertainment reserves 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), Briggs Bros. Entertainment 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 Briggs Bros. Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Briggs Bros. Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ Briggs Bros. Entertainment _____

Purchaser shall provide Briggs Bros. Entertainment with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Briggs Bros. Entertainment requires a minimum of TWO (2) 15-20-amp circuit outlets 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 DJ's equipment due to improper power is the responsibility of the purchaser. Three or more circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are requested if available. 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 (for use of fog). The Purchaser shall at all times have complete control, direction and supervision of the performance of Briggs Bros. Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Briggs Bros. Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Briggs Bros. Entertainment Service at least two weeks prior to the date of the engagement for it to be included in Briggs Bros. Entertainment Service programming guidelines. With or without the aid of an event/music planner or music request list, Briggs Bros. Entertainment shall attempt to play Purchaser's, and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Briggs Bros. Entertainment Service 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, Briggs Bros. Entertainment retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Briggs Bros. Entertainment. Purchaser shall be charged \$25 for each bounced check plus a \$5.00 service charge for each collection notice. This agreement guarantees that Briggs Bros. Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Briggs Bros. Entertainment time of arrival; however, Briggs Bros. Entertainment requests that they be permitted 45 minutes before the engagement and 30 minutes after the engagement for setup and takedown.

Purchaser Initials _____ Briggs Bros. Entertainment _____

Special provisions & Additional Services Requested

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 Massachusetts and Rhode Island shall govern this agreement. Purchaser agrees to defend, indemnify, assume liability for and hold Briggs Bros. Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Briggs Bros. 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 Briggs Bros. Entertainment. This agreement is not binding until signed by both Purchaser and Briggs Bros. Entertainment has received it. Any changes must be written and signed by both the Purchaser and Briggs Bros. 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. Briggs Bros. Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Briggs Bros. Entertainment does not waive their right to exercise those options at a future date.

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

Purchaser:

Signature _____

Printed Name _____

Street Address: _____

Daytime Phone: (_____) _____

Evening Phone: (_____) _____

Briggs Bros. Entertainment:

Signature _____

Josh Briggs

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