



**terry@spectrumsound.com 812-401-4931 TERRY TUNKS - EVENT SPECIALIST
DJ*MC*PHOTOGRAPHY*VIDEOGRAPHY*PHOTOBOOTH*EVENT LIGHTING**

This agreement between the undersigned recipient of entertainment and SpectrumSound.com is for the services described below.

1. Place of event (Venue)_____ Contact name and number

2. Address of event _____

3. City: _____

4. Type of event: _____ AT - _____

Date and time of event _____

Client _____

(base rate for SpectrumSound.com level Dj Wedding entertainment package. The package includes a pre-reception consultation. We start charging the time as soon as music starts playing at your event, with no extra cost for travel, setup, or breakdown. EXTRA HOURS AVAILABLE \$150 PER HOUR)

Total entertainment fee agreed upon is _____ including a non-refundable booking fee. The booking fee is to secure services for the above date (eliminating any possibility of accepting business from other potential clients), and is for preparatory and administrative Retainer/Booking fee _____ to be paid by (_____) Services for Purchaser's event. The remaining balance of the entertainment fee _____ must be paid by _____ (unless other Arrangements are accepted). Any payments received less than 2 weeks before the event must be by cash, credit card, or certified check. Personal and corporate checks are accepted up to 3 weeks.

6. SS can (at Purchaser's request) use/operate/connect to equipment provided by Purchaser, Venue, or Purchaser's vendors. SS may charge an additional fee if special equipment and/or connectors must be purchased or rented to connect to such equipment. SS will not be responsible for any failures in or caused by equipment that is not provided by SS (We are not responsible for the operation of the country club projector)

7. SS must receive a written event planner or music request list prior to the event for it to be included in SS's programming guidelines. With or without a planner or request list, SS shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable or if playing Purchaser's requests causes adverse effects. SS reserves the right to censor music requests that its DJ deems inappropriate for the event. SS reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.

8. This agreement of SS to perform shall be excused by detention of personnel by major sickness (that would negatively impact performance), accidents, riots, strikes, or any other legitimate condition beyond SS's control. If such circumstances arise, SS will make a reasonable effort to find comparable replacement entertainment at no additional charge to Purchaser. If SS is unable to procure a replacement, Purchaser shall receive a full refund of all fees paid to SS. all such circumstances, SS's liability shall be exclusively limited to refunding the fees paid and that SS shall not be liable for indirect or consequential damages arising from any breach of contract.

9. In the event of non-payment, SS retains the right to attempt collection through the Vanderburgh County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by SS. Purchaser shall be charged \$50 for each bounced check or credit card chargeback plus a \$10 service charge for each collection notice. Past-due balances will incur interest at the rate of 2% per month for each month in which the balance is outstanding.

10. Purchaser shall provide SS with safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor/performance space for SS's setup(s) that is level and smooth; properly grounded electric outlet(s) from a reliable power source near the set-up area; facilities that completely cover and protect SS's equipment from adverse weather conditions (direct sunlight, rain, excessive winds, etc.); crowd control (if warranted); directions to place of event; and parking (either free or paid by Purchaser) suitable for a 7 foot tall full size van. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.

11. In the event of injuries or damages resulting from insufficient protection on Purchaser's part (except in the case of gross negligence on the part of SS), Purchaser will be responsible for paying for all of SS's resulting costs that are not reimbursed by insurance. For outdoor events, automatic lawn sprinkler systems must be turned off from the setup start time until SS has completed load-out.

12. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this event, SS reserves the right to deny any guest access to the sound system, music recordings, and other equipment. In the event of circumstances deemed by SS to present a threat or implied threat of injury or harm to guests or to SS's staff or equipment, SS may cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), SS 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 SS resumes performance.

13. Purchaser shall obtain any required licenses/permits and pay any charges imposed by the venue, government, or other public agencies. These charges may include, but are not limited to, parking, etc.

14. Purchaser agrees to defend, indemnify, assume liability for and hold SS harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of SS)

15. Purchaser may not transfer this contract to another party without the prior written consent of SS

16. This agreement cannot be canceled or modified except by mutual written consent of both the Purchaser and SS. If cancellation is initiated by the Purchaser in writing and agreed to by SS in writing, Purchaser will be required to pay any unrecoverable costs already incurred by SS (but not more than the total fee agreed upon). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.

17. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

18. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Purchaser Signature _____ Date _____

Spectrum Sound Signature _____ Date _____

Make check to Terry Tunks (owner spectrumsound.com) RETAINER PAID BY

Mail to;

Terry Tunks, 44 W Camp ground rd., Evansville, in 47710

Important 7-day clause - this contract must be signed and returned with retainer no later than 7 (seven) days after the contract date. Your date can be held for no longer than 7 days without a retainer.