



CnC Productions Entertainment Contract

CnC Productions, referred to as a seller, hereby contracts with:
Purchaser: Phone:
Address:

Place of Engagement: Phone:
Contact Person: Time:
Date: Set Up Time:

Comments:

The purchaser agrees compensation for services and rental furnished by seller shall be set forth as follows:

1. Payment to be made in cash or certified check in total amount plus sales tax
2. \$200.00 is due at time of contract as a non-refundable deposit
3. Balance is due 1 month prior to show

Purchaser agrees that they have 30 days from day of booking and/or signed contract to cancel with no penalties. Failure to do so will result in purchaser paying the seller the amount set forth as liquidation damages as well as 18% interest and a reasonable attorney's fee.

Additional Terms and Conditions:

The agreement of the DJ 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 CnC productions to find replacement entertainment at the agreed upon fees. Should CnC production not find a replacement you will receive a full refund. Purchaser agrees that in all circumstances, CnC productions liability shall be exclusively limited to an amount equal to the contracted performance fee and that CnC productions shall not be liable for indirect or consequential damages emotional or otherwise arising from any breach of contract.

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, event location staff, or any other party in attendance, invited or not.

It is understood that in a "Rain or Shine" event, CnC productions compensation is in no way affected by inclement weather. For outdoor performances, purchaser shall provide overhead shelter for setup area. The DJ 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. The DJ's compensation will be affected by such cancellation.

In the event of circumstances deemed to present a threat to implied threat of injury or harm to CnC production staff or any equipment in CnC productions possession, CnC productions reserves the right to cease performance. If the purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum 15 minutes) CnC 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 CnC production resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance CnC productions reserves the right to deny any guest access to the sounds system, music recordings, or other equipment.

Purchaser shall provide CnC productions with a safe and appropriate working conditions. This includes a 15-foot by 6-foot area for setup. A 6ft or 8ft table upon which to setup. CnC productions requires a minimum of two separate 20 amp circuit outlets from a reliable power source within 30 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 the equipment due to improper power is the responsibility of the purchaser. Additional outlets on SEPARATE circuits for extra lighting or sound are required. 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.

Purchaser Initials _____ CnC Productions _____

The purchaser shall at all times have complete control directions and supervision of the performance of CnC productions at this engagement and purchaser expressly reserves the right to control the manner, means and details of the performance of the services of CnC productions. A written event/music planner or music request list must be received from the purchaser and forwarded to CnC productions at least four weeks in advance of the engagement. With or without the aid of an event/music request list, CnC productions shall attempt to play purchaser's and purchasers guests music requests and shall not be held responsible if certain selections are unavailable. CnC productions will make an effort to have music requests available if they receive the requests four weeks prior to the event.

In the event of non-payment, CnC Productions retains the right to attempt collection through the courts or a collection agency. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by CnC Productions. Purchaser shall be charged \$40 for each returned check plus a \$10 service charge for each collection notice.

This agreement guarantees that CnC Productions will be ready to perform at the start time of the engagement. No guarantee is made as to CnC Productions time of arrival; however, CnC productions requests that they be permitted 3 hours before and 2 hours after the engagement for set up and takedown. CnC productions also requests a ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup to takedown in less time, or if our 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 50 dollars an hour. If purchaser or venue requires CnC productions to complete setup more than 3 hours before the start time, or to postpone takedown more than a half an hour after the end time indicated, the additional time will be charged at the rate of 50 dollars per half-hour.

Purchaser agrees to defend, assume liability for and hold CnC productions harmless from any drains, damages, losses and expense by or to any person, regardless of the basis, which pertains directly or indirectly to CnC productions 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 CnC productions. This agreement is not binding until signed by both purchaser and CnC productions has received it. Any changes must be written and signed by both the purchaser and CnC productions. 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.

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

The parties confirm that they have read and approved the terms and conditions of this agreement as set forth herein and their signature below acknowledge their assent to the terms of this agreement. Both seller and purchaser acknowledge they are hereby advised to seek legal counsel concerning the terms and effects of the provisions of this contract as set herein. The contracting parties agree: neither party shall advertise the above referenced event until this agreement has been signed by all parties.

The parties agree, in the event of breach of the foregoing agreement, they would submit to the jurisdiction of the South Dakota District Court, County of Minnehaha, as proper forum for the settlement of any disputes there under and that the laws of the State of South Dakota control the interpretations of this agreement and provide remedies for breach there of and that the braching party be held liable for reasonable attorney's fees, cost of collections and interest on the judgment at the judgment rate of interest.

Chris Cammann for CnC productions
4909 E Linden Lane, Sioux Falls, SD 57110, (712) 461-0077

Date