

Smooth Moves Entertainment LLC Contract

This Agreement for Entertainment Services (this "Agreement") is entered into as of this _____ day of _____, 20____, by and between _____, hereinafter referred to as the ("Client") and, Smooth Moves Entertainment LLC (hereinafter referred to as the "Smooth Moves").

1. The Client hereby engages the Smooth Moves to provide deejaying [and event hosting] entertainment services (the "Services") at the time and location described herein.
2. The specifics of the Engagement are as set forth in Exhibit A.
3. Except as set forth in Exhibit A, Smooth Moves shall have over the specific song selection (within the preferred Genres
4. In consideration of the Services to be performed by SmoothMoves, Client, hereby agrees to pay to the Smooth Moves the following fees:
 - a. a non-refundable deposit is of \$____0____, (the "Deposit") shall be paid at the time this Agreement is executed, in order to secure the date and time described in Section 2.
 - b. The Deposit shall be applied toward the Performance Fee.
 - c. This amount shall be applied toward the Performance Fee (as defined herein). The minimum fee for the Services shall be \$400.00 (in cash, by money order or cashier's check), which shall cover the four-hour period set forth in Section 2 (the "Performance Fee"). Client must pay the Performance Fee (less the Deposit) no later than seven (7) days' prior to the date of the Event (such date shall be referred to as the "Deadline"). If payment is not made by the Deadline, this Agreement shall be deemed cancelled and Smooth Moves shall be under no obligation to perform at the Event.
 - d. Service in excess of the four-hour time frame specified in Section 2 may be requested on the day of the Event and will be charged at a rate of \$100.00 per hour to be collected on the day of the Event. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.
5. The agreement of the Smooth Moves 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 Smooth Moves to find replacement entertainment. Should Smooth Moves be unable to procure a replacement, Client shall receive a full refund. **CLIENT AGREES THAT IN ALL CIRCUMSTANCES, SMOOTH MOVES LIABILITY SHALL BE EXCLUSIVELY LIMITED TO AN AMOUNT EQUAL TO THE PERFORMANCE FEE AND THAT SMOOTH MOVES SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF**

CONTRACT.

All deposits are nonrefundable if cancelled within 30 days of the engagement unless the Smooth Moves cancels the engagement.

6. No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Smooth Moves Entertainment relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

7. The purchaser and Smooth Moves agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Client breaches the contract, he or she shall pay the Smooth Moves 50% of the Performance Fee as liquidated damages.

8. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Smooth Moves Entertainment staff or any equipment in Smooth Moves Entertainment possession, Smooth Moves Entertainment reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes); then Smooth Moves Entertainment shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Smooth Moves Entertainment resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Smooth Moves Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment. Smooth Moves' compensation will not be affected by cessations of service that occur due to circumstances set forth in this Section 8.

9. Client shall provide Smooth Moves' staff with safe and appropriate working conditions. Specifically, Client shall provide at its own expense the following items: a 6-foot by 6-foot area for setup, space for setting up speakers, lighting stands, 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 that is free of all other connected loads. Any delay in the performance or damage to Smooth Moves' equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Client shall provide crowd control if warranted; and furnishing directions to place of engagement. Client is responsible for paying any charges imposed by the venue to provide for the aforementioned items. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

10. In the event of non-payment, Smooth Moves Entertainment retains the right to attempt collection through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by Smooth Moves Entertainment. Client shall be charged \$25 for each returned check and a \$7.50 service charge for each collection

notice.

11. This agreement guarantees that Smooth Moves will be ready to perform at the start time of the engagement. No guarantee is made as to Smooth Moves Entertainment time of arrival; however, Smooth Moves requests that its personnel be permitted 60 minutes before the engagement and 60 minutes after the engagement for setup and takedown. Smooth Moves also requests ramp or elevator access between the parking/service entrance and the setup area. 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 \$50.00. If Client or venue requires Smooth Moves Entertainment to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

12. Engagements within Hampton, Newport News, York Co., Williamsburg (James City County), Norfolk, Virginia Beach and Chesapeake will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 30 miles. Engagements in excess of 100 miles will require accommodations be made for an overnight stay in a local hotel/motel for Smooth Moves to be provided by Client.

Client Initials _____ Smooth Moves Entertainment Initials HMB _____

By executing this contract as Client, 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.

This Agreement 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 modified or altered except in a writing signed by both parties and endorsed hereon.

The laws of the State of Virginia shall govern this agreement. Client agrees to defend, indemnify, assume liability for and hold Smooth Moves Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Smooth Moves 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 attorneys' fees and court costs of the prevailing party.

Client may not transfer this contract to another party without the prior written consent of Smooth Moves.

This agreement is not binding until signed by both Client and Smooth Moves Entertainment has received it. Any changes must be written and signed by both the Client and Smooth Moves 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.

Smooth Moves Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, Smooth Moves 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.

Client:

Signature

Printed Name

Street Address: _____

Daytime Phone: _____

Evening Phone: _____

Smooth Moves Entertainment LLC

Henry M Brown, Owner

EXHIBIT A

Client's Name: _____

(Address): _____

Phone No. of Venue:

Date(s): _____.

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

(4 hours minimum)

(Venue): _____

Musical Genres Preferred: _____

Specific Songs Requested: (Limit 5) _____

Special provisions & Additional Services Requested

The Client shall at all times have complete control, direction and supervision of the performance of Smooth Moves Entertainment at this engagement and Client expressly reserves the right to control the manner, means and details of the performance of the services of Smooth Moves Entertainment. A written event/music planner and music request list (at least 25 songs) must be received from the Client and forwarded to Smooth Moves Entertainment Service at least two weeks prior to the date of the engagement for it to be included in Smooth Moves Entertainment programming guidelines. With or without the aid of an event/music planner or music request list, Smooth Moves Entertainment shall attempt to play Client's and Client's guests' music requests but shall not be held responsible if certain selections are unavailable. Smooth Moves 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.