

Atmosphere Entertainment Inc. Contract for Service

AGREEMENT made this _____ day of _____, 2011, by and between _____, hereinafter referred to as the Purchaser, and Atmosphere Entertainment Inc.

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 the Atmosphere Entertainment Inc to provide service. The service

to be performed at

Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Atmosphere Entertainment Inc. hereby agrees to provide musical entertainment for the Purchaser at the above mentioned location.

3. The said service shall consist primarily of providing musical entertainment by means of a recorded and digital music format.

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

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

Date: ____/____/20____ Event Time _____ AM/PM Hours _____

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual

promises contained herein, hereby agrees to pay to Atmosphere Entertainment Inc the following consideration:

The Performance Fee is \$ _____ for the time frame outlined above.

A non-refundable reservation fee of \$ _____, is required to secure the services of

Atmosphere Entertainment Inc. for the engagement. This amount shall be applied toward the performance Fee.

7. Services requested that exceed the time frame will be charged at the rate of \$125.00

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.

Additional Terms and Conditions

The agreement of Atmosphere Entertainment Inc. 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 Atmosphere Entertainment Inc. to find replacement entertainment at the agreed upon fees. Should Atmosphere Entertainment be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Atmosphere Entertainment Inc.'s liability shall be exclusively limited to an amount equal to the performance fee and that Atmosphere Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled within 180 days of the engagement unless Atmosphere Entertainment Inc. cancels the service for the engagement.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or by any means whatsoever, in the absence of a specific written agreement with Atmosphere 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.

The purchaser and Atmosphere Entertainment Inc. 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 Atmosphere Entertainment Inc. the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus any reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ and/or property of Atmosphere Entertainment Inc., 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 person(s) in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Atmosphere Entertainment's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. Atmosphere Entertainment Inc. 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. Atmosphere Entertainment Inc. 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 Atmosphere Entertainment Inc. staff or any equipment in Atmosphere Entertainment Inc. possession, Atmosphere Entertainment Inc. 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), Atmosphere Entertainment Inc. 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 Atmosphere Entertainment Inc. resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Atmosphere Entertainment Inc. reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Atmosphere Entertainment Inc. with safe and appropriate working conditions. This includes a minimum 12-foot by 12-foot area for setup, space for setting up speakers and lighting stands. Atmosphere 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 Atmosphere Entertainment Inc.'s equipment due to improper power is the responsibility of the purchaser. Additional outlets on SEPARATE circuits for lighting (if contracted for) 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 _____ **Atmosphere Entertainment** _____

The Purchaser shall at all times have complete control, direction and supervision of the performance of Atmosphere Entertainment at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Atmosphere Entertainment. A written event/music planner or music request list must be received from the Purchaser and forwarded to Atmosphere Entertainment Inc. at least one week prior to the date of the engagement for it to be included in Atmosphere Entertainment Inc. programming guidelines. With or without the aid of an event/music planner or music request list, Atmosphere Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Atmosphere 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, Atmosphere 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 Atmosphere Entertainment. Purchaser shall be charged \$25 for each returned check plus a \$10.00 service charge for each collection notice.

This agreement guarantees that Atmosphere Entertainment will be ready to perform at the start time of the engagement. No guarantee is made as to Atmosphere Entertainment's time of arrival; however, Atmosphere Entertainment requests that they be permitted 120 minutes before the engagement and 120 minutes after the engagement for setup and takedown. Atmosphere Entertainment 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 \$75.00. If Purchaser or venue requires Atmosphere Entertainment Inc. 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.

Engagements in excess of 70 miles will require accommodations be made for an overnight stay in a local hotel/motel for Atmosphere Entertainment to be provided by Purchaser.

Special provisions & Additional Services Requested:

You Don't Have A Party Without Atmosphere !

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.

Purchaser Initials _____ Atmosphere Entertainment _____

The laws of the State of Kentucky shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Washington County, Kentucky. Purchaser agrees to defend, indemnify, assume liability for and hold Atmosphere Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Atmosphere 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 Atmosphere Entertainment Inc. This agreement is not binding until signed by both Purchaser and Atmosphere Entertainment Inc. Any changes must be written and signed by both the Purchaser and Atmosphere Entertainment Inc. 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.

Atmosphere Entertainment Inc. may elect not to exercise their rights as specified in this agreement. By doing so, Atmosphere 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: _____

Email _____

Daytime Phone: _____

Evening Phone: _____

Atmosphere Entertainment Inc.:

Date _____

John H Graves
Owner

Please make all payments payable to: Atmosphere Entertainment Inc.

My Mailing Address Is:

Atmosphere Entertainment
329 Columbus Lane
Springfield, KY 40069

My Phone Number:
270 699 6920

All Deposits are due within 14 days from receipt of this contract.
Visa, MasterCard and PayPal are accepted

www.atmosphere2dj.com