

DJ Bunny

Music For All Occasions

PO BOX 1088 Chino Hills, CA 91709-1770

909-636-9356 info@djbunny.com

This contract was made on _____, 2009 between Bunny trading as DJ (hereinafter referred to as "Entertainer"), Bunny and the undersigned purchaser of disc jockey services, (hereinafter referred to as "Purchaser"). The parties hereto agree to be bound by terms and conditions.

PURCHASER ADDRESS - PLACE OF EVENT INFORMATION

DATE OF EVENT: _____, 2009

START TIME: _____ **END TIME:** _____

TOTAL PRICE: \$ _____ If disc jockey agrees to play overtime, any additional hours will be charged at \$150.00 per hour. Overtime is due upon services rendered!

DEPOSIT AMOUNT: \$ _____. Half of the total amount is required as a deposit when contract is signed. **THIS DEPOSIT IS NON-REFUNDABLE.**

This contract is voidable if a signed copy, along with the deposit amount is not received by _____.

BALANCE: \$ _____ Due before or start of your event.

THIS IS YOUR INVOICE! PLEASE MAKE CHECKS PAYABLE TO:

DJ Bunny

PLEASE MAIL CONTRACT TO THE ABOVE ADDRESS

Purchaser's Authorized Signature and Date

ADDITIONAL TERMS AND CONDITIONS

Purchaser must provide : 1) One 6-foot table in order to place music and equipment, 2) a standard electrical outlet within 25 feet of table, 3) Parking facility/area near loading area at no cost to Entertainer. If event is outdoors, all equipment must be completely covered from sun, rain or any other outdoor element. To guarantee start time, Entertainer must have access to the place of event 60 minutes prior to the start time for the purpose of setup, If Entertainer is inhibited in any way 60 minutes before start time, Entertainer will not be responsible for any time lost.

The conditions of the place of event will not inhibit the performance, nor cause injury to Entertainer. Purchaser will be responsible for the conduct of all persons such that their conduct will not inhibit the performance, nor cause injury to Entertainer. Purchaser will be responsible for any loss or damage to any property of Entertainer caused by guests, customers, students, etc. Entertainer reserves the right to cease performance if these conditions are not maintained during entire contract time.

Entertainer will set up equipment in the location specified by the Purchaser. If the Purchaser has not specified a location, Entertainer will determine a suitable location. If Purchaser wishes Entertainer to change the set up location after equipment has been set up, Purchaser will be charged an additional \$25.00.

If Purchaser cancels this contract ***LESS than 30 days prior*** to date of scheduled performance, Purchaser will be liable for the entire balance. If Purchaser cancels this contract ***MORE than 30 days prior*** to date of scheduled performance, Purchaser will forfeit the entire deposit amount, but not be liable for the balance. In the unlikely event that time is lost due to Entertainer, Purchaser will have the option of extending the services for the amount of time lost at no cost. Otherwise, Entertainer will refund the portion of the total amount prorated to correspond to time lost. This is the extent of Entertainer's liability.

Entertainer reserves the right to substitute original talent with another talent for any reason beyond the control of the talent or Entertainer. This entire agreement of Entertainer to perform is subject to proven detention by any acts of God, or any other conditions beyond the control of Entertainer.

In the event that weather conditions impede on the function and either party needs to postpone the performance, party will do so by contacting the opposite party no later than three hours prior to the scheduled starting time. If postponeable weather should occur and Entertainer arrives at place of performance but has not been notified as stated, Purchaser will be liable for the entire balance. If postponeable weather should occur after the scheduled starting time, Purchaser will be liable for 50% of the contract amount OR a prorated amount at the time of cancellation, whichever is greater. Postponements will only be permitted if postponement date is available, and a new date is given within three months of original date. Purchaser agrees to pay entire balance by the original date of performance stated on reverse side of this contract.

If for ANY reason, the Purchaser fails to pay any remaining balance by the due date, Purchaser will be liable for an additional \$25.00 late fee. If suit should be filed to recover funds, Purchaser will be liable for the balance plus an additional \$25.00 late fee, and 18% interest and 33% attorney fees and court costs. Purchaser also agrees that any litigation will take place in any court of competent jurisdiction within the State of California.

If checks are returned for any reason, Entertainer will have the option of requiring payment in full, and an additional fee of \$25.00. If Purchaser does not agree, Entertainer will have the option of canceling the contract.

In the event that any of the provisions contained in this agreement will for any reason be held to be invalid or unenforceable, this will not affect any other provision of this contract and this contract will be construed as if such invalid or unenforceable provision had never been contained herein.

The Purchaser, in signing this agreement or having the same signed by a representative, acknowledges his, her, or their authority to do so and hereby assumes liability for the terms, conditions, and amounts stated herein.

THE ENTERTAINER WILL NOT HONOR ANY ORAL AGREEMENTS TO AMEND OR SUPPLEMENT THIS CONTRACT. ANY CHANGES OR CANCELLATIONS MUST BE IN WRITING AND CANNOT BE CHANGED LESS THAN TWO WEEKS PRIOR TO DATE OF THE EVENT UNLESS AUTHORIZED BY ENTERTAINER.