

Fantastic Five Entertainment, L.L.C. Performance Contract

Performance Date: _____ Hours Contracted: _____

Bride's Name: _____ Telephone: _____

Groom's Name: _____ Telephone: _____

Email Address: _____

Party Address: _____

Home Address: _____

How did you hear about us? / Referred By: _____

Starting Time: _____ Ending Time: _____ Setup Time: _____

Total Cost: _____ Designated DJ: _____

Deposit: _____ Balance Paid: _____ Balance Due: _____

Package Details: _____

Lighting Fixtures: _____ Additional Lighting: _____ TV / Projector Screen: _____ Monogram: _____

Terms of Payment: All checks must be made out to Fantastic Five Entertainment, L.L.C.

Home Address: 5480 W. Opuntia Lane Marana, AZ 85658

Unless otherwise stated, the client is in charge of the music selection and the order of events from completed schedule of events form.

1. The client agrees to provide a sufficient, electrical power supply outlet within 50 feet of the designated disc jockey's setup location.
2. If the setup location is outside, the client agrees to provide adequate shelter, to protect the equipment from adverse weather conditions.
3. Fantastic Five does not guarantee the availability of the designated disc jockey, beyond the contracted time.
4. **The client agrees to pay a 50% non-refundable deposit to reserve his / her event date.**
5. **Final and total payment is nonrefundable. No refunds on early termination of party or event. Cancellations may be subject to booking fees**
6. **The remaining balance is due and payable 2 weeks prior to the event date.** If PAYMENT has not been received by or before the two week time frame, a credit card payment will be due thereafter along with a 3% service fee added to the remaining balance. If final payment has not been made 5 days prior to the dated event, Fantastic Five Entertainment has the right to cancel and all deposits will be **forfeited. Client will also be responsible for remaining balance.**
7. Delinquent payments and / or all past due accounts shall accrue interest at the rate of 1.5 % per month.
8. Client agrees to be liable for returned checks, in addition to any late charges or interest. A \$30 non-sufficient funds charge will be imposed for each returned check.
9. Should the client need or elect to reschedule their event date, Fantastic Five Entertainment will accommodate a date change and apply their deposit towards the new event date for up to 6 months (180 days) from the original contracted date. Fantastic Five cannot guarantee availability of the designated DJ for the change in date.
10. The client accepts full liability for all damages to any equipment in the possession of the designated disc jockey that occur as a result of intentional or unintentional actions, or neglect upon the part of the client or his / her guests, patrons, customers, students, etc.
11. Clients are to provide a safe and secure environment for Fantastic Five Entertainment personnel and equipment. Clients will be held responsible and liable for any damages incurred towards personnel and / or equipment that occur as a result of intentional or unintentional actions, or neglect upon the part of the client or his / her guests, patrons, customers, students, etc.
12. The designated disc jockey and / or Fantastic Five Entertainment will not be held liable for unavoidable detention by, conditions or acts of God legitimately beyond control of the designated disc jockey.
13. In the unlikely event that the designated disc jockey is unable to perform at the event, and a replacement cannot be found, Fantastic Five Entertainment will make a full refund of any deposits or payments made by the client. The client agrees that the refund will be the full extent of deposits or payments made to Fantastic Five Entertainment, and no further damages may be sought against Fantastic Five Entertainment.
14. The designated disc jockey will not be held liable for any damage or harm, to property or persons, unless such is caused by gross or wanton negligence on the part of the designated disc jockey.
15. The client acknowledges that Fantastic Five Entertainment is responsible for scheduling the events for the designated disc jockey as the booking agent only, and shall not be held liable for negligence, inaction's, defaults, damages or non-performance of the designated disc jockey, or his / her agents or employees.
16. If litigation for any item in this contract agreement is necessary for collection, the prevailing party shall be entitled to all reasonable attorney fees, court costs, and collection expenses.
17. SEVERABILITY: The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

By signing, the client acknowledges and confirms that he / she has read, and agreed to the terms and conditions set forth in this contract agreement.

Contracted By:

X _____ **Date** _____

(please sign)

X _____ **Date** _____

Fantastic Five Entertainment, L.L.C. an Arizona limited liability company by: its manager

Phillip A. Montes or Kathleen M. Montes

Direct: 520-240-0305 520-331-5806

Email: Phil@FantasticFiveEntertainment.com Kathleen@FantasticFiveEntertainment.com