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## Contract of Agreement

This document constitutes a legal agreement for the purpose of entertainment for the event outlined below between MusiCity Productions, its employees herein referred to as the "Performer" and the "Event Sponsor". The purpose of this document is to provide a written agreement outlining the legal obligations of the undersigned parties. It is agreed that MusiCity Productions shall provide music for the event.

Name of Event: \_\_\_\_\_

Held at Location: \_\_\_\_\_

In (City, State, Zip): \_\_\_\_\_

Date of Event: \_\_\_\_\_

Music Shall Be Provided Between The Hours  
Of: \_\_\_\_\_

Name of "Event Sponsor and/or  
Client": \_\_\_\_\_

Street Mailing/Billing Address: \_\_\_\_\_

(City, State, Zip): \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

It shall be the responsibility of the sponsor to ensure that the facilities in which the event is to be held will meet the needs of the performer. These needs include:

- **>>>> IMPORTANT!!!** Three 20-amp, 120-volt circuits (3 outlets, each on different circuit breakers) within 100 feet of the performance area. Access to the circuit breaker panel will be needed throughout the performance to ensure safety of guests and performers. Appliances such as heating and ventilation units, house lighting, etc should be independent from the circuits chosen for the performer. **It is imperative that the sponsor and/or client check with the reception hall or venue staff to make sure adequate power is available. We cannot perform if adequately sized circuits are not available. A generator is available for sites without electricity. Extra fees may apply, please contact us for details. <<<<< IMPORTANT!!!**
- A suitable area for the performer and equipment is required. It is important that access to this area be given at least 2 hours (3 hours preferred for full equipment setup and testing) prior to guest arrival for proper setup and testing of sound and lighting equipment. We strongly recommend the use of a raised stage area, but realize that it may not always be feasible and can setup at floor level if necessary. **A table by at least 4 feet x 6 feet is requested for placement of our equipment.**
- If the event is to be held outdoors, MusiCity Productions will provide a tent covering to protect all equipment from direct sunlight and precipitation. **If weather presents a risk to the equipment and our crew, we may at our discretion stop our performance until the weather clears.**
- Adequate security shall be provided by the event sponsor to ensure the safety of the guests, performer, and performer's equipment at all times directly prior to, during, and directly following the performance. If at anytime the performer, guests, or equipment is deemed to be in danger by either the elements or by persons in attendance at the event, the performer may at his discretion terminate the performance without refund. Any damages caused by persons attending the event to the equipment and/or performers shall be the financial responsibility of the event sponsor and/or client. Normal wear and tear to equipment shall be excluded under this clause.
- Guests shall not be allowed in the equipment setup area prior to or during the performance unless invited on stage by the performer. This is solely for the guest's personal safety and to alleviate inadvertent damage to equipment that could occur. Security personnel should be aware and enforce this "off limits area".

Payments to the performer shall be made as follows:

- The total quote including deposit retainer fee is: \$ \_\_\_\_\_.
- The deposit retainer fee is: \$100.00 .
- The remaining balance of: \$ \_\_\_\_\_ shall be made payable to "**MusiCity Productions**" for the event as soon as the performance is completed. Payment can also be made before the day of the performance. Payment by Check, Money Order or Cash is accepted. **We now accept Visa, Mastercard and Discover**

- MusiCity Productions does not charge an overtime fee if the performance continues later than the hours stated above. We reserve the right to limit the amount of overtime allowed.

The performer in no way can guarantee the suitability of the performance for the intended event sponsor's audience. Furthermore, although we will attempt to make our selection of music both wide-ranging and adequate for the event, the performer cannot guarantee that all music requests will be available the day of performance.

Guarantee of performance shall be excluded by illness, acts of god, personal injury, inclement weather conditions, potential for injury, death of a family member, potential for damage to equipment, improper electrical service, inadequate facilities, absence of sponsor(s) or non compliance with the terms contained within this contract document. Should the performance be cancelled or postponed due to reasons listed within this paragraph or by non-compliance with this contract document, all refunds shall be at the performer's discretion.

The event sponsor shall waive all claims of liability or imposed damages against the performer. The event sponsor, not the performer, shall be liable to settle any damages or acts of negligence claims brought by facility management, guests or other third parties.

I have read this document in its entirety and agree to each of its provisions. By signing this document I understand that I am entering into a legally binding agreement that may be disputed in a court of law with a Jasper County Iowa Jurisdiction.

## Fog Machine Use Release

The lighting system for your upcoming event was designed to include the use of a fog machine. Use of this device is optional and may require that clearance be obtained from the management of the facility in which your event will be held.

This device is a safe and effective means of producing artificial fog and presents no risk of hazard in most circumstances. The effect is produced using an FDA approved non-toxic, pharmaceutical-grade water-soluble fluid with no unpleasant odor and no residue.

Some modern fire detection systems however will react to the presence of artificial fog. Local ordinances may require that you make arrangements with local fire detail prior to using this device, and before attempting to make any alterations to smoke alarms or other safety devices. Upon the signing of this contract you have agreed that MusiCity Productions will not be held accountable upon triggering of any fire detection system.

Please note that MusiCity Productions will limit the use of fog machines with the presence of modern fire detection systems.

Before we can use this effect at your event please circle **YES** or **NO** below. Please **initial** by the circled response.

**YES**

**NO**

MusiCity Productions Notes/Additional Conditions:

\*\$100.00 Deposit is required. Event not considered "booked" until deposit and contract is received with a signature from the Event Sponsor/Client.

\*Deposit must be returned along with signed contract. Performer will sign and return copy to Event Sponsor.

### Event Sponsor / Client

Print \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

### Performer (MusiCity Productions – Authorized Signature: Erik Davis)

Print \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**\*\*Please DO NOT staple contract.\*\***

**\*\*If sending this contract via mail, please send to mailing address on the top/first page of this contract.**

**\*\*Thank you for your business! We look forward to providing you with our services.\*\***