

EVENT BOOKING CONTRACT

PLEASE PROVIDE COPY CONTRACT TO VENUE,
SIGN AND RETURN THIS CONTRACT TO:

ALL AXCESS ENTERTAINMENT
26 Main Street Toms River, NJ 08753

Tel: Mike (732) 300.9152 & Jesse (732) 618.4665

Email. AllAxcssEnt@gmail.com

Website: www.AllAxcssEntertainment.com

Agreement made between All Axcss Entertainment and:
Brick Township Board of Education
101 Hendrickson Ave
Brick, NJ 08723
Home: 732-785-3000 Work: Cell:

To provide services for the above client on the date of 5/18/2012 between the hours of 6:00 PM to 11:00 PM for a School Dance to be held at Woodlake country Club

Required contract signing payment: \$150.00

Package: (General Event) Basic Package	\$850.00
Add Ons	Add On Price
Addition Hour	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Add Ons	\$0.00
Discounts	Amount of Discount
	\$0.00
	\$0.00
Total:	\$850.00

TERMS AND CONDITIONS:

This Contract must be signed and returned with the required contract signing fee on or before Wednesday, May 16, 2012 or it is null and void.

1. General Provisions:

1.1. The services to be provided by All Axcss Entertainment are specifically for the event type specified and none other. If the event type is other than specified, All Axcss Entertainment reserves the right to terminate performance.

1.2. The date of the event is not reserved until this Booking Contract or a Retainer Agreement is returned with the contract signing fee to All Access Entertainment. The client will be informed if others are interested in the date of the event specified in this Booking Contract.

1.3. This Event Booking Contract shall be excused by accidents, riots, strikes, epidemics, Acts of God, Force Major, Acts of War or any other legitimate condition beyond All Access Entertainment's control. If such circumstances arise, all reasonable efforts shall be made by All Access Entertainment to find a replacement entertainment at the agreed upon fees. Should All Access Entertainment be unable to procure a replacement, the client shall receive a 110% refund of all fees paid to All Access Entertainment.

1.4. This Event Booking Contract guarantees that All Access Entertainment shall be ready to perform at the start time of the event. All Access Entertainment requests that they be permitted at least 90 minutes before the event and at least 90 minutes after the event for setup and take down.

1.5. This agreement shall be governed by the laws of the State of New Jersey.

1.6. Except for negligent acts by All Access Entertainment personnel, the client agrees to defend, indemnify, assume liability for and hold All Access Entertainment harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to All Access Entertainment's performance.

1.7. 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.

1.8. The client may not transfer this Event Booking Contract to another party without the prior written consent of All Access Entertainment.

1.9. This Event Booking Contract is not binding until received and signed by an authorized representative of All Access Entertainment. Any changes must be written and signed by both the client and All Access Entertainment. Oral agreements are non-binding.

1.10. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

1.11. All Access Entertainment may elect not to exercise their rights as specified in this agreement. By doing so, All Access Entertainment does not waive their right to exercise those options at a future date.

1.12. All Access Entertainment is acting as a subcontractor to the client and not as an employee of the client.

2. Fees:

2.1. Amount for services: This is the total price of the contract.

2.2. Contract Signing Payment: This is the non-refundable fee paid to All Access Entertainment to secure the services for the date being booked. This amount is subtracted from the total amount for services.

2.3. Balance: The amount remaining after subtracting the Contract Signing Payment and any other portion of the amount for services paid.

2.4. Schedule:

2.4.1. The client may pay All Access Entertainment in increments of \$250 per month up to 30 days prior to the event.

2.4.2. The client may pay more than \$250 per month.

2.5. All Access Entertainment reserves the right to seek legal means to recover the remaining balance of the total amount for services and any court and legal fees resulting from such legal means.

2.6. The client may request to pay the remaining balance on the day of the event. This request must be received in writing by All Access Entertainment no less than 30 days prior to the event. If such request is granted, the

remaining balance must be paid by cash, bank (cashier's) check, "Board Of Education Check" or money order and must be paid prior to All Access Entertainment staff setting equipment up. If such request is granted, and the remaining balance has not been paid 15 minutes after the scheduled start of the event, All Access Entertainment staff will leave the venue and the client will still be responsible for paying the remaining balance.

2.7 There will be a \$100 fee added for all returned checks.

3. Play List:

3.1. All Access Entertainment must receive a written event/music planner or music request list at least 14 days prior to the event for it to be included in All Access Entertainment's programming guidelines for the event.

3.2. The written event/music planner or music request list shall include a list of selections the client does not want played; this list shall be referred to as the "Do Not Play" list.

3.3. With or without the aid of an event/music planner or music request list, All Access Entertainment shall attempt to play the client's and the client's guests' music requests but shall not be held responsible if certain selections are unavailable.

3.4. All Access Entertainment shall make an extra effort to have music requests available if they are received by All Access Entertainment "IN WRITING" at least 14 days prior to the event. Note: Use of All Access Entertainment's music selection system shall be considered "IN WRITING"

3.5. All Access Entertainment reserves the right to include selections in addition to or substitution of those specified by the client in All Access Entertainment's programming guidelines for the event in order to increase dance participation. None of these additional selections shall be on the client's Do Not Play list.

3.6. In order to present songs in an appropriate manner, All Access Entertainment reserves the right to modify the order of songs presented on the event/music planner or music request list.

4. Venue Access:

4.1. The client and their agents are to provide All Access Entertainment immediate, unencumbered, and non-hazardous access into, through and out of the loading area, facility, and work space.

4.2. The client is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, overtime before and after the event utilized by All Access Entertainment for setting up and taking down equipment.

5. **Working Conditions:** The client shall provide All Access Entertainment with safe and appropriate working conditions. This includes, but is not limited to:

5.1. Providing a 6 foot by 6 foot area for the DJ's main setup and space for setting up speakers. If a screen and projector is being required, an additional 6 foot by 6 foot area will be required for the placement of the screen and projector. The screen/projector area must be placed in viewing area of the majority of the client's guests and must be fifty feet or less from the main DJ area.

5.2. A 120-volt outlet (3-prong grounded with at least 15 amps available) from a reliable power source within 50 feet (along the wall) of the set-up area. **All Access Entertainment is not responsible for any ground loop hum caused by the venue's electrical wiring.**

5.3. A facility that completely covers and protects All Access Entertainment's equipment from adverse weather conditions (i.e., direct sunlight, rain, excessive winds).

5.4. Providing crowd control if warranted; and furnishing directions to place of event and free parking.

5.5. Should this be an outdoor event, the client shall provide a dry area for All Access Entertainment; this includes the ground where All Access Entertainment is to set up. If it has rained the night before and the ground is still soft, the client shall place plywood on the ground in a 6 foot by 6 foot area for All Access Entertainment.

The client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.

6. Safety of All Axxess Entertainment Personnel:

6.1. The client shall take steps to protect All Axxess Entertainment's equipment, music and personnel during the contracted period. Any damages incurred due to a lack of reasonable protection on the client's part (except in the case of gross negligence on the part of All Axxess Entertainment) shall be payable by the client to the extent of repair or replacement of damaged music and equipment, and all costs of medical treatment.

6.2. In the event of circumstances deemed by All Axxess Entertainment to present a threat or implied threat of injury or harm to All Axxess Entertainment or any equipment in All Axxess Entertainment's possession, All Axxess 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), All Axxess Entertainment shall resume performance in accordance with the original terms of this agreement. The client shall be responsible for payment in full, regardless of whether the situation is resolved or whether All Axxess Entertainment resumes performance.

6.3. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, All Axxess Entertainment reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

7. Cancellation:

7.1. This agreement cannot be canceled except by mutual written consent of both the client and All Axxess Entertainment.

7.2. If cancellation is initiated by the client in writing and agreed to by All Axxess Entertainment in writing, the client shall be required to pay any unrecoverable costs already incurred by All Axxess Entertainment (but not more than the total fee agreed upon).

7.3. If the event is cancelled 30 days or less from the date of the event, All Axxess Entertainment is entitled to 100% of the amount for services.

8.0 Photo Montages:

8.1 All materials for photo montages are due into All Axxess Entertainment 15 days prior to the event.

8.2 Do not send materials later than 10 days prior to the event as there will not be enough time to develop the montage.

9.0 **Song Content:** Due to the nature of current music and trends All Axxess Entertainment is not responsible for foul or abusive content in songs or singers comments on microphones. The karaoke versions are edited and they may star out (example F***) foul words but the singers will generally sing them. If you wish we will make 2 announcements about use of language, but we can not police the entire evening. Standard non-karaoke music is all radio versions or censored.

This contract may not be altered, cancelled, assigned, or transferred without the consent and authorization of All Axxess Entertainment. If unauthorized changes are made, All Axxess Entertainment reserves the right to void the contract and withhold the contract signing fee.

Agreed: _____ Date: _____
All Axxess Entertainment representative

Agreed: _____ Date: _____
Client signature