



5011 TENNY STREET • LANSING, MICHIGAN 48910
 (517) 393-0788 (517) 881-1162

ENTERTAINMENT CONTRACT

This contract is entered into this _____ day of _____, 20___, between Nightwatch Productions, hereafter called NWP, and the client/organization _____, hereafter called the contractor.

Contractor's mailing address: _____

Contract person's work phone: _____ Home phone: _____

Event: _____

Performance Date: _____ Start Time: _____ Finish Time: _____

Location/Address of Performance: _____

Rate: (\$ _____ for _____ hours) + (\$ _____ Travel Expenses) = \$ _____ TOTAL

(Less \$ _____ Discount/ _____ Deposit) = (\$ _____ BALANCE DUE)

PAYMENT: The deposit must accompany this contract, and will be not refunded if the contractor terminates this performance. The balance due must be paid prior to the completion of services. In the event the contractor wishes to extend the time limit of the performance, they should consult with NWP to agree upon a fee for the continuation.

SPECIFIED TERMS: To insure the performance begins on time, the contractor is responsible for the following arrangements. If failure to have them in place at the proper time results in delay of performance, NWP will not be expected to compensate

- (1). Arrange to have **building open** by _____ on the date of the performance.
- (2). Designate in advance an **area at least 10 ft. x 10ft. in space if possible, with two 6ft. or 8ft. tables** for equipment.
- (3). Locate the nearest **110 v. AC outlet**
- (4). Arrange for the most **direct and secure route for transporting equipment** to/from performance area.
- (5) Special Requirements _____

PERFORMANCE TIME: The contractor will be expected to pay the total rate from agreed start time to agreed stop time unless a performance is incomplete due to a fault of NWP. In the event NWP is unable to perform during the time period agreed upon in this contract because of travel complications, equipment failure, or other uncontrollable difficulties, liability is limited to providing the contractor with either A) compensation performance time equal to the time lacking or B) a refund for \$ _____ for each 15 minute time period of the agreed time that NWP did not perform.

CONTRACTOR'S RESPONSIBILITIES: In order to prevent liabilities resulting from accidental injury to any individual attending the performance, NWP reserves the right to deny any guest access to recordings/equipment owned or leased by NWP. In the event NWP believes a hazardous situation exists, NWP will notify the contractor, and it will be the contractor's responsibility to remedy the situation. If no action is taken, NWP may, in extreme circumstances, delay the performance until the situation is resolved. NWP assumes no liability for injuries to contractors or guests.

MUSIC SELECTION: NWP encourages the contractor to submit specific music requests in writing at least seven days before the performance. NWP will make every effort to play all requests but cannot be held responsible if specific selections are not played due to lack of availability to NWP. Unless otherwise specified by the client, the remaining music will be selected based on popularity, danceability, and demographic appeal.

ANNOUNCEMENTS: NWP will be available throughout the performance to make announcements on behalf of the contractor or will make the sound system available to the contractor for such announcements. NWP reserves the right to make occasional announcements on behalf of NWP services.

CANCELLATIONS: The contractor agrees to forfeit any and all advance money paid in the form of a deposit in the event the scheduled performance is terminated by the contractor. NWP reserves the right to cancel this contract because of sickness, accidents, riots, strikes, epidemics, acts of God, or other legitimate detentions beyond the control of NWP. If NWP terminates the contract, NWP will refund any and all advance money to the contractor.

The parties hereto known as NWP and the contractor agree to the above terms of the contract for the performance specified. Their agreement is made known by the following signatures which constitute a binding contract.

INSTRUCTIONS

1. Read contract carefully
2. Sign in space marked
3. Retain the yellow copy for your file
4. Mail the **WHITE COPY & DEPOSIT** to: Nightwatch productions.

Contract & deposit must be received by NWP by _____ to confirm the date scheduled.

NWP, Nightwatch Productions Representative

_____ Date _____

Contractor Contact Person

_____ Date _____