



**FIRST VERSE PRODUCTIONS**

**EVENT ENTERTAINMENT SERVICES AGREEMENT**

This Event Entertainment Service Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between First Verse Productions LLC (herein referred to as “COMPANY”) \_\_\_\_\_ (hereinafter referred to as Client).

**Event Details**

1) Client is hiring Company for Client’s Event, according to the following details:

Client: \_\_\_\_\_

Event Rate: \_\_\_\_\_

Venue: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_ Total Hours: \_\_\_\_\_

# of Attendees: \_\_\_\_\_

**Service Details**

2) **Scope of Service.** Company will provide its professional entertainment services (“Service”) for the Event according to the above-mentioned Event Details. Service does not extend beyond the Event Details outlined above; moreover, Company is discharged from its service obligation, upon fulfilling its obligations for the Event. Company’s Service shall primarily consist of providing musical entertainment, lighting, or photo booth services for the Event as describe in the invoice from Company to Client.

- 3) **Compensation.** Client shall, at the execution of this agreement, pay a non-refundable deposit that is at least half of the above-mentioned event rate. Client shall pay the remaining balance, at minimum, seven (7) days prior to the event. Failure of Client to pay the remaining balance within this time shall constitute a cancellation and/or termination of this Agreement, pursuant to Section (9) (a). All payments shall be made directly to Company, First Verse Productions LLC.
- 4) **Playlist.** Client may provide Company with a suggested playlist; however, Company reserves the right to play additional musical selections, which are similar to those suggested by Client. Company shall also, at all times, have unmitigated control of the Services provided. Company shall not be held liable should Company not play all of the songs, from Client's suggested playlist. Playlists are due at least fifteen days prior to the Event.
- 5) **Overtime Charges.** Should Client's event require the extension of the Company's Services, beyond fifteen (15) minutes, Client shall be responsible additional charges ("Overtime Charges"). Said Overtime Charges are as follows:
- a. Overtime Charges are charged at \$250 per hour
  - b. Overtime Charges are charged at a minimum of one (1) hour increments.
  - c. Client grants Company permission to charge the following credit card, should the event run over and the Overtime Rate applies:  
**Credit Card Number:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_  
**CVV Number:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_
  - d. In the event Company cannot perform for the additional hours, Company will reserve all rights to refuse and/or discontinue services.

### **Additional Terms and Conditions**

- 6) **Client Responsibilities.** Client shall be responsible for the following:
- a) Client shall arrange access for Company, into the Venue, not less than two (2) hours before the expected Event start time. Failure to arrange access could cause a delay for Company to render its services for Client's Event.
  - b) Client shall arrange for Company to have a six (6) foot table, to accommodate Company's equipment.

- c) Client shall provide a tent or canopy for outdoor events (rain or shine), to protect Company's equipment.
- d) Client shall retain proper security and/or liability insurance for their event. Client shall be liable for any damage incurred at the event, caused by Client or Client's guests, to the Company's equipment, including reasonable repair, up to full replacement. In the alternative should Client not provide proper security and/or liability insurance, Company shall be held harmless from any liability.

7) **Company Responsibilities.** Company shall be responsible for the following:

- a) Company shall provide professional service and professional appearance for the Event.
- b) Company shall provide professional staff and/or personnel to provide said Services for the Event.
- c) Company shall provide, the equipment necessary to perform its Services.
- d) Company shall arrive timely to perform Services, and shall perform according to the agreed upon hours of said Event.

8) **Cancellation/Termination.** Event Cancellations/terminations shall be handled as follows:

- a) **Client Cancellation/Termination.** Should Client cancel Event or terminate this Agreement, for any reason, up to seven (7) days prior to the Event, Client shall forfeit its Deposit.
- b) **Client Cancellation/Termination.** Should Client cancel Event or terminate this Agreement, for any reason, within six (6) days prior to the Event, Client shall be obligated to pay the remaining balance, as if Company were to actually perform. Client hereby grants Company the right to charge the above-listed credit card, for the remaining balance.
- c) **Company Substitution/Replacement.** Should Company become unable to perform, Company shall provide a comparable substitute or replacement performer to complete the Services for the Event. Substituted and/or Replacements shall **not** constitute a cancellation by Company.
- d) **Company Cancellation.** Should Company become unable to perform and is not able to provide a comparable substitute or replacement, Client shall be refunded their Deposit.
- e) **Force Majeure.** Client shall not be entitled to a refund of the Deposit upon Event cancellations due to so called "Acts of God" (i.e. severe weather, flooding, fire, epidemic, and etc.). Company shall make reasonable accommodations to reschedule their

performance of the Services for the Event, so long as, the rescheduling does not interfere with any other events, of which the Company's Services have been retained.

**Miscellaneous**

- 9) **Right to Cease Performance.** Company reserves the right to cease, immediately, a performance where there is a present threat or an implied threat of injury or harm to Company's staff or equipment.
- 10) **Headings.** The headings herein are for convenience and reference only and are not a part of this Agreement.
- 11) **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Tennessee.
- 12) **Methods of Payment.** Acceptable methods of payment include credit/debit cards, cash, and any other certified funds. Please make certified funds payable to company name.

**THIS AGREEMENT IS HEREBY UNDERSTOOD AND AGREED TO BY BOTH PARTIES. BOTH PARTIES HERETO AFFIX THEIR SIGNATURES BELOW.**

CLIENT

\_\_\_\_\_

\_\_\_\_\_ DATE

FIRST VERSE PRODUCTIONS LLC

\_\_\_\_\_

\_\_\_\_\_ DATE