



5581 Norcross Rd
Columbus, OH 43229
dj@musicwithflair.com
614-893-0435

Performance Contract

*****Before signing this, please keep in mind this is considered a "Pay For Play" Contract. For questions, please consult us.*****

Performance Date – Flair Entertainment agrees to provide mobile sound services on _____.

Performance Time – Performance will BEGIN no later than _____ and end no later than _____.

Fee – Our FEE for the performance is \$ _____.

*If for any reason, the reception ends earlier (guests leave, etc), Flair Entertainment will still receive full payment.

*Any additional hours will be billed \$100/hr during the event.

*****No set up or tear down fee is assed for this event.**

*****Basic lighting may also included at no additional charge.**

*****WE WILL NEED AT LEAST 2 HOURS TO SET UP FOR THIS EVENT! PLEASE MAKE SURE THE HALL IS AVAILABLE!**

Deposit – Flair Entertainment requires a deposit in the amount of **\$150** to confirm a booking.

*This is only refundable if Flair Entertainment cancels, details of which are outlined below.

(Due within 2 weeks within contract being emailed to client. Be sure to check inbox! Verbal agreements are not binding! This contract reserves your date!)

Balance – Flair Entertainment requires the balance of \$ _____ to be **PAID IN FULL at least 2 weeks before the event. A \$50 penalty will be assessed for any event that has not met this deadline.**

*****Please make all checks payable to FLAIR ENTERTAINMENT**

Late Fee - If the remaining balance is not paid at least 2 weeks before the event takes place, a LATE FEE of \$50.00 will be assessed to the client due immediately following the conclusion of the event.

Cancelled/Returned Checks – Flair Entertainment will charge a minimum fee of \$75.00 for any cancelled or returned checks. In addition, you agree to pay any bank fees that may be associated with a bad/returned/cancelled check providing documentation from Flair Entertainment.

Limit of Liability – Flair Entertainment WILL NOT be held responsible for power outage occurrences (i.e. lightening storms, downed power lines, electrical wiring at event site, etc.) not due to our own equipment failure. Flair Entertainment WILL NOT be held responsible for cancellation or early termination of services due to ACTS OF GOD (i.e. tornadoes, earthquakes, storms, etc.). Should any of these cases occur, Flair Entertainment would still receive payment in accordance with the cancellation guidelines listed below. Also, Flair Entertainment CANNOT guarantee practical use of all equipment due to SITE RESTRICTIONS at the location of the event. Please consult reception hall for any limitations.

Flair Entertainment reserves the right to terminate a performance, and still receive payment IN FULL, should the safety or well-being of our equipment or staff become compromised or threatened at any time during the show. In addition, the client agrees not to hold Flair Entertainment and/or its owners liable for any accident that may occur during the event which injures someone or causes damage(s) to the site. These events include (but are NOT limited to) speakers falling over due to unruly guest behavior, lights and/or tripods falling over, tripping over cables that Flair Entertainment has deemed "out of the way" of guests, or any other guest behavior that may cause incident resulting in injury or damage. If this DOES occur, the client also agrees to pay for the replacement of Flair Entertainment's equipment given that it was damaged as a result of client/guest negligence. Any accident and/or incident caused by Flair Entertainment's negligence or their guests/partners will be handled by Flair Entertainment, with any fees/penalties etc not being more than the contracted amount for performance.

Your entire deposit will be given back if Flair Entertainment has to cancel for unforeseen circumstances on our end, such as sickness, accidents, etc regardless of when the cancellation on our end occurs. While this has not happened in our companies existence, there is always the inherent risk that it could.

To reiterate once more, regardless of any circumstances involving Flair Entertainment or our equipment, performance or cancellation, Flair Entertainment and its owners CANNOT be held responsible for any amount greater than the contracted fees. By signing this agreement the client agrees to these limits on Flair Entertainment's liability. If you have additional questions, please contact us for clarity.

Client's Responsibilities - Client agrees to provide at least 1 table with skirting, 2 chairs, and **electrical outlet WITHIN 10 feet of the location where services are to be performed**. Be mindful of tables and guests sitting close to the DJ, for music can and will get loud. You also agree not to discuss charged fees for your event with other potential clients. While we try to maintain a baseline price, referrals are welcome - but please respect our right to change fees based on the type of event being done, promotional specials being offered, etc. Kindly mentioning how much you enjoyed the service at a reasonably cost effective price will be much appreciated. We will do our best to maintain a clean and working area, but any assistance in keeping guests from our "space" would be appreciated, and needed sometimes, to avoid potential issues as mentioned above.

Flair Entertainment's Responsibilities – Show up on time, be professional and courteous, maintain a clean work area, handle all announcements and song selections, and provide a wonderful time!

Cancellation Fee – Flair Entertainment WILL charge the following cancellation fees should the CLIENT terminate the services. The days are counted backwards from the day of the scheduled event. If for any reason Flair Entertainment has to cancel, all monies received will be refunded, and by signing, client agrees not to hold Flair Entertainment accountable for any additional charges greater than what Flair Entertainment has already received.

- A. Cancellation notice given MORE THAN 60 DAYS before the event will be charged 0% of balance due, but lose initial deposit.
- B. Cancellation notice given MORE THAN 30 before the event, but LESS THAN 60 DAYS of the event will be charged 25% of the balance due.
- C. Cancellation notice given MORE THAN 14 before the event, but LESS THAN 30 DAYS of the event will be charged 50% of the balance due.
- D. Cancellation notice given LESS THAN 14 DAYS before the event will be charged 100% of the balance due.

Signed _____ Date _____

**FLAIR ENTERTAINMENT SIGNATURE NOT REQUIRED.
ACCEPTANCE OF DEPOSIT IS CONSIDERED OUR ACCEPTANCE OF CONTRACT TERMS.**

PLEASE MAIL THIS FORM, SIGNED BY ONE REPRESENTATIVE OF YOUR WEDDING, AND MAIL IT TO THE ADDRESS ABOVE.