

- **Terms of service and event timeline creation responsibility belong to:** Pete Cormican agrees to provide services, pre and post production..i.e. DJ tools of trade, sound equipment, removal, revision and finalization of event itinerary(s). *DJPartyPete.com* agrees to provide services, pre and post production, revision and finalization of event itinerary(s).

- **Reimbursement:** Monies paid by client under this agreement (less a preparation fee of \$150.00) will be made if said talent is unable to perform or a comparable talent (acceptable to Client in its reasonable discretion) cannot fill the position. Should the returned agreement bear a postmark date later than given in C3 paragraph. *DJPartyPete.com* may at it's election waive the above provisions of this paragraph by telephone or written notice of the agreement by purchaser or parties associated with the purchaser, with a notice of acceptance of the agreement within 48 hours of the post mark date on the returned agreement. Upon providing such a notice all provision of this agreement shall be deemed in effect and binding upon all parties here in.
 - **Our dedication to your event:** Since we agree to remove our availability of employment completely off the market from all other potential(s), and you "the client" retain Pete Cormican services for said event date(s) within time frame of returned agreement, no other entity will override the agreement between those parties mentioned above.
 - **In the event the said client is to terminate/cancel or breach this signed and confirmed Agreement within one hundred twenty days prior to or during the event, the client is liable for 100% of the contracted amount or the remaining balance. Termination of this Agreement does not relieve you of your financial obligation to pay for the remaining balance within the 120 day window. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid to Pete Cormican or *DJPartyPete.com*.**
 - In the event you elect to request or select non-standard music that is not stocked in *Pete Cormican* existing library, and will not be classified as a routine use or call for selection, it will be the Client's responsibility to provide said music in MP3 or MP4 format to *Pete Cormican*. *Options of bringing non-routine use songs by client...through a flash/ thumb drive or possible dropbox email transfer.*
 - **Client agrees:** names, theme description, all communications oral or written may be used as necessary by *DJPartyPete.com*. By your signature below you are executing a modeling release and granting approval for *DJPartyPete.com* to record audio, video, and photograph as they deem usable and appropriate for the event activities which will be made by *DJPartyPete.com* Staff. Such media may be used for future entertainment sales and marketing purposes in a professional manner.
 - **The Entertainment & Musical Host/DJ:** is a subcontractor of *DJPartyPete.com* and is responsible for all liabilities to the client.
 - **When *Pete Cormican* and/or associates of *DJPartyPete.com* determine that another entity hinders our ability to perform the duties previously agreed upon by said client(s) with and for *Pete Cormican*; we reserve the right to discretely instruct all parties involved (not excluding vendors, family & friends) of our established authority as the event and entertainment director/coordinator(s).**
 - Client further agrees to pay for any direct damages to *Pete Cormican* (or any replacement talent provided pursuant to the previous sentence) or his equipment that is done at the event by "client" and or guests of Client. *DJPartyPete.com* and *Pete Cormican* each agrees, on a joint and several basis, to pay for any direct damages incurred by Client as a result of the actions or omissions of *DJPartyPete.com*, *Pete Cormican* or their respective employees or agents in connection with the event.
 - **When spontaneous:** changes, suggestions or emergencies occur during the course of the event; for best interest protection to the client and the structure of the event plan, *DJPartyPete.com* and/or associates (said talent) of *DJPartyPete.com* will be on site for immediate possible itinerary re-structuring, to determine an alternant implementation for the situation, with final approval with the DJ entertainment /event planner of changes or suggestions during any unexpected delay(s)/situation(s).
 - **Our entire Liability:** will NEVER exceed the face amount of the entertainment portion of this contract equating to **\$ 500.00** under any circumstance.
 - **Client agrees:** Due to the inherent nature and activities of alcohol consumption and/or celebration conduct or activities by family and/or any attended guests, facility employees or outside vendors before and during most celebration events...
 - *DJPartyPete.com* nor its insurance, will NOT be liable for ANY committee, boss, or attendant behavior, incident, damage, accident, injury, claim, suit, or other similar event to Client, their guests, rental or privately owned facility or property, that might arise from *DJPartyPete.com* performing such contracted entertainment service for Client. Client agrees to hereby defend and hold *DJPartyPete.com*, *Pete Cormican*, and any and all of its agents, representatives, family members, or guests, indemnify and hold harmless of any and all - past, present, or future or subsequent claim or suit.
 - **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
 - **There will be a 25% charge on the balance of all agreements not paid 2 weeks BEFORE the event.**
- By signing this agreement:** you agree and understand all terms mentioned, explained and discussed prior to and during the event. This Entertainment Agreement is legal and binding once signed by both the client and *DJPartyPete.com* Associate/owner. This settlement agreement and release contains the entire agreement of the (person and or parties hereto, and the terms are contractual and not a mere recital. Faxed signatures and/or computer PDF signature(s) shall be binding upon the parties word of mouth confirmation(s) & or accompanied with signature, as if original signature(s).

X _____

Client:

Date

X Pete Cormican _____

For Himself and on behalf of Pete Cormican *DJPartyPete.com*

Date / , 20++

Please sign and return one copy of the agreement along with your Reservation Fee; print additional for your records.