

TRINITY ENTERTAINMENT



307 E. Sutton Square
Stafford, TX 77477
281.494.0237

Contract

This agreement between the undersigned Purchaser of entertainment and Trinity Entertainment, is for the services described below.

1. Place of event (venue):
2. Address of event:
3. City:
4. Type of event:
5. Date of event:
6. Total entertainment fee agreed upon is _____. A **non-refundable** retainer of _____ is required to secure Trinity Entertainment for the event. This amount shall be subtracted from the total entertainment fee. The remaining balance of the entertainment fee must be paid by _____ (unless other arrangements are accepted by Trinity Entertainment **in writing**). Any payments received less than 2 weeks before the event must be by cash, credit card, or certified check. Personal and corporate checks are accepted up to 2 weeks before the event. All checks shall be made payable to Trinity Entertainment.
7. Trinity Entertainment may (at Purchaser's request) use/operate/connect to equipment provided by Purchaser, Venue, or Purchaser's vendors. Trinity Entertainment may charge additional fees to provide any specialized equipment/connectors needed to connect to such equipment. Trinity Entertainment will not be responsible for any failures in or caused by equipment that is not provided by Trinity Entertainment.
8. In the event that Trinity Entertainment fails to meet any condition of this contract or of Trinity Entertainment's Service Guarantee, Purchaser may request a full or partial refund of fees paid to Trinity Entertainment. Such a request must be presented in writing no later than 7 calendar days after the event, and must include an explanation of the reason(s) for dissatisfaction, suggestion(s) for how Trinity Entertainment may avoid repeating the problem(s) in the future, and the dollar amount of the refund the Purchaser is seeking. Trinity Entertainment agrees to honor qualified refund requests **except** when caused by Trinity Entertainment's compliance with other terms of this contract, by Purchaser's failure to comply with the terms of this contract, or by problems with equipment or facilities that are not provided by Trinity Entertainment.
9. The Purchaser reserves the right to control the manner, means and details of the performance of services by Trinity Entertainment at this event. Trinity Entertainment must receive a written event planner or music request list prior to the event for it to be included in Trinity Entertainment's programming guidelines. With or without a planner or request list, Trinity Entertainment shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Trinity Entertainment reserves the right to censor music requests that its DJ deems inappropriate for the event. Trinity Entertainment reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.
10. This agreement of Trinity Entertainment to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond Trinity Entertainment's control. If such circumstances arise, Trinity Entertainment will make a reasonable effort to find comparable replacement entertainment at no additional charge to Purchaser. Should Trinity Entertainment be unable to procure a replacement, **Purchaser shall receive a full refund of all fees paid to Trinity Entertainment**. Purchaser agrees that in all such circumstances, Trinity Entertainment's liability shall be exclusively limited to refunding the fees paid and that Trinity Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.
11. In the event of non-payment, Trinity Entertainment retains the right to attempt collection through the appropriate courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by Trinity Entertainment. Purchaser shall be charged \$50 for each bounced check or credit card chargeback plus a \$10 service charge for each collection notice. Past-due balances will incur interest at the rate of 2% per month for each month in which the balance is outstanding.
12. Purchaser shall provide Trinity Entertainment with safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor (*if any*) for Trinity Entertainment's setup(s); a 120-volt electric outlet (3-prong grounded with at least 15 amps available) from a reliable power source near the set-up area, additional electric outlets on SEPARATE circuits for lighting (*if contracted for*); facilities that completely cover and protect Trinity Entertainment's equipment from adverse weather conditions (*direct sunlight, rain, excessive winds, etc.*); crowd control if warranted; directions to place of event; and **free parking suitable for a 7 foot tall full size van**. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.
13. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this event, Trinity Entertainment reserves the right to deny any guest access to the sound system, music recordings, and other equipment. In the event of circumstances deemed by Trinity Entertainment to present a threat or implied threat of injury or harm to Trinity Entertainment's staff or equipment, Trinity Entertainment may cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (*maximum of 15 minutes*), Trinity Entertainment shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Trinity Entertainment resumes performance.
14. Purchaser will take reasonable steps to protect Trinity Entertainment's personnel, equipment and music during the contracted period. In the event of injuries or damages resulting from insufficient protection on Purchaser's part (*except in the case of gross negligence on the part of Trinity Entertainment*), Purchaser will be responsible for paying for all of Trinity Entertainment's resulting costs (*including insurance deductibles, medical treatment, and repair or replacement of damaged music and equipment*) that are not reimbursed by insurance. **For outdoor events, automatic lawn sprinkler systems must be turned off from the setup start time until Trinity Entertainment has complete load-out.**

Date

Signature of Purchaser

I have read and agree to all terms as written in this contract.

Date

Trinity Entertainment - Signature:

_____/_____

Purchaser name:

<<<ClientContact >>>

_____ By _____

15. The entertainment fee shown in paragraph 6 applies to the date, times, and venue set forth in paragraph 5 of this agreement. It may not always be possible to provide additional performance time (overtime). However, when feasible, requests for overtime will be accommodated. This agreement guarantees that Trinity Entertainment will be ready to perform at the start time of the event. No guarantee is made as to Trinity Entertainment's time of arrival; however, Trinity Entertainment requests _____ hours before the required setup completion time for setup and _____ hours after the end time for takedown. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage or carried across a lawn or moved over 500 feet to reach the setup area, additional road hands may be required at the published rates effective on the date this contract is signed.
16. Purchaser shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, time before or after the event utilized by Trinity Entertainment for setting up and taking down equipment ASCAP/BMI/SESAC performance fees (*for public events*), etc.
17. The laws of the State of Texas shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be Fort Bend County, TX.
18. Purchaser agrees to defend, indemnify, assume liability for and hold Trinity Entertainment harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (*except for gross negligence on the part of Trinity Entertainment*).
19. Purchaser may not transfer this contract to another party without the prior written consent of Trinity Entertainment.
20. This agreement is not binding until received and signed by Trinity Entertainment. Any changes must be written and signed by both the Purchaser and Trinity Entertainment. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Purchaser and Trinity Entertainment for the event listed above. This agreement binds and benefits the heirs, successors and assignees of the parties.
21. This agreement *cannot be canceled or modified* except by mutual written consent of both the Purchaser and Trinity Entertainment. If cancellation is initiated by the Purchaser in writing and agreed to by Trinity Entertainment in writing, Purchaser will be required to pay (*in addition to the retainer*) any unrecoverable costs already incurred by Trinity Entertainment (*but not more than the total fee agreed upon*). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.
22. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.
23. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
24. Packages:
25. Setup/space requirements:
26. Special provisions:

Date

Signature of Purchaser

I have read and agree to all terms as written in this contract.

Date

Trinity Entertainment Signature:

_____/_____
By _____