



BOSS PLAYA PRODUCTIONS

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Service Proposal and Contract

Background and requirements: The event, _____ is to be held at _____, NC _____. Requires DJ Services which includes music from requested play list, optional lights, video & fog machine, and microphone for any announcements.

Scope and Schedule: Event will take place on _____. Guest will arrive around _____ and reception begins at _____.

3. Cost:

- Travel Fee: Over 30 mile travel \$ _____
 - Set Up Fee: To set up more than 1 hour before guest arrive \$ _____
 - Light Show, Video Projection system and Fog machine: from \$ _____ (optional)
 - DJ service per hour: **\$100.00** _____
- TOTAL \$ _____

(Please submit your desired play list to the DJ when deposit is paid)

4. Supporting Information:

Antonio Jones, also known as DJ Creativity, was born and raised in Concord N.C. Creativity's career as a Disc Jockey began in 1983. He performed locally at small teen clubs and various house parties and later moved onto larger venues in Charlotte, such as Club Metro, and Weekends and Colleges & Universities such as the University of North Carolina at Charlotte, Barber Scotia College, and North Carolina A&T. Antonio has also performed for well known clubs such as The Silver Fox, The Original Club 112, and Jellybeans Skating Rink. After graduating from college, he returned to North Carolina and joined Starfleet Music pool with Ronnie "Captain Kirk" Matthews of Kiss 102 FM, this began the rise of Creativity's career.

From 1995 to 1998, Creativity decided to enhance his skills by performing in larger Clubs in the Charlotte area, including Adult Clubs, Teen Clubs, Strip Clubs such as The Party Zone, Club Mixx, The Vintage on the Boulevard, and Club Champagne while handling Street team Promotions, an affiliation of WPEG-Power 98 FM.

Creativity has also performed on Power 98 FM's nighttime mix show, "The Session", at ten o'clock with Eddie Owens.

On February 27th 1999, the day of the Jay-Z Hard Knock Life Tour in Charlotte, N.C. he participated in the First Annual DJ Competition at Willies Records, Tapes, and CD's Hosted by Def Jam records and Judged by The World Famous DJ Clue, where he took first place out of eighteen others.

By Request Boss Playa Productions Contract

AGREEMENT made this ____ day of _____, **2012**, by and between _____, hereinafter referred to as the Purchaser, and Boss Playa Productions, hereinafter referred to as the DJ.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Boss Playa Productions hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.

3. The said DJ Service shall consist primarily of providing musical entertainment.

4. Boss Playa Productions hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____, **2012**

Start Time(s): _____AM/PM

Finish Time(s): _____AM/PM

(3 hours minimum)

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration: A partially refundable reservation fee of 50% of total cost of services is required to secure the services of Boss Playa Productions for the engagement. This amount shall be applied toward the Performance Fee.

The Performance Fee is \$ _____ for the time frame outlined within the proposal. Services requested that exceed the four hour time frame will be charged at the rate of \$50.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials _____ Boss Playa Productions initials AG

Additional Terms and Conditions:

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made By Boss Playa Productions to find replacement entertainment at the agreed upon fees. Should Boss Playa Productions be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Boss Playa Productions liability shall be exclusively limited to an amount equal to the performance fee and that Boss Playa Productions shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 14 days of the engagement unless the DJ cancels the engagement.

No performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with Boss Playa Productions relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. Cancellations made before or within 30 days prior to the event may receive 80% refund of the deposit. Cancellations made within 14 days of the event may receive 50% refund of the deposit. Refunds will not be given for cancellations less than 14 days prior to the event. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Boss Playa Productions compensation is in no way affected by inclement weather. The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Boss Playa Productions staff or any equipment owned by Boss Playa Productions possession, the DJ reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), the DJ 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 Boss Playa Productions resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser Initials _____ Boss Playa Productions initials *AJ*

Purchaser shall provide the DJ with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. The DJ requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary.

The Purchaser shall at all times have complete control, direction and supervision of the performance of the DJ at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Boss Playa Productions. A written event/music planner or music request list must be received from the Purchaser and forwarded to Boss Playa Productions at least two weeks prior to the date of the engagement for it to be included in DJ Service programming guidelines. With or without the aid of an event/music planner or music request list, the DJ shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. The DJ will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Boss Playa Productions retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Boss Playa Productions. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Boss Playa Productions will be ready to perform at the start time of the engagement. No guarantee is made as to the DJ's time of arrival; however, the DJ requests that he be permitted 45 minutes before the engagement and 45 minutes after the engagement for setup and takedown of equipment. If the venue requires setup or takedown in less time, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires the DJ to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00.

Engagements within the Concord/Kannapolis/North Charlotte area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.60 per mile in excess of 30 miles. Engagements in excess of 150 miles will require accommodations be made for an overnight stay in a local hotel/motel for DJ Service to be provided by Purchaser.

Special provisions & Additional Services Requested

Purchaser Initials _____ Boss Playa Productions initials BJ

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of North Carolina shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Mecklenburg County.

Purchaser agrees to defend, indemnify, assume liability for and hold Boss Playa Productions harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the DJ's performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Purchaser may not transfer this contract to another party without the prior written consent of Boss Playa Productions.

This agreement is not binding until signed by both Purchaser and Boss Playa Productions and both have received it. Any changes must be written and signed by both the Purchaser and Boss Playa Productions. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Boss Playa Productions may elect not to exercise their rights as specified in this agreement. By doing so, Boss Playa Productions does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser:

Signature

Printed Name

Boss Playa Productions

Antonio R. Jones
