™©

**CONTRACT FOR SERVICES (BOOKING AGREEMENT) INDEPENDENT CONTRACTOR AGREEMENT**

This Contract for Services (the "Contract") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Effective Date"), by and between Earl Langham-Jr ("Entertainment Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively the "Parties").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Entertainment Provider agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_services (“Services”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the terms and conditions hereby agreed upon by the parties:

1. Client/Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Artist/DJ Assigned: \_\_\_\_\_\_Boygenius\_\_\_\_\_\_\_\_

1. Daytime Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Cell Phone #(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Mailing Address (IF APPLICABLE) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

1. E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Date Of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

1. Hours of Said Event: (From) \_\_\_\_\_\_\_\_\_\_\_\_\_ (To) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Type of Event: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Event Location Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

1. Event Location Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Event Location Phone # (IF APPLICABLE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Extras (If needed, check all that apply)

* + Microphone (wireless): □
	+ Request List: □
	+ Dinner or Background Music: □
	+ Projector for Slide Show: □

1. Approximate Number of Guests: \_\_\_\_\_\_\_

1. Total Contract Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Remaining Balance: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

1. Remaining Balance Due Before Your DJ Begins the Evening: $\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Special Conditions (IF APPLICABLE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Terms Of Agreement:
2. PERFORMANCE OF SERVICES. The Artist shall arrive at the event location one-two hour(s)before the starting time to set-up and conduct sound check. Artist’s playlist shall have an unlimited playlist of songs from both latest and old classics. The Artist shall incorporate guest's requests into the playlist unless otherwise directed by Client. Music shall be played without any breaks unless requested by Client.
3. PAYMENT TERMS: Payment shall be made as: Earl:Langham-Jr
4. PRODUCTION: The Company shall provide and pay for, at no cost to Artist/DJ, all production requirements as set forth in Artist's rider attached hereto as annexure A
5. TERM. Client and agree that this Contract between the Parties is for Services that shall commence on the above date and complete on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date of Event). The Contract may be extended and/or renewed by agreement of all Parties in writing thereafter.
6. PAYMENT. Client agrees to pay Entertainment Provider, in consideration of the Services contracted for, the sum of price $\_\_\_\_\_\_\_\_\_\_ with the balance to be paid by the date of the event. Payment shall be made to Earl:Langham-Jr . Any Services requested that exceed the contracted time period and which are granted by Entertainment Provider will be charged at the rate of $100 per hour. The client agrees to provide a sufficient, electrical power supply outlet within 50 feet of the designated set-up location. If set-up is outdoor, the client agrees to provide adequate shelter, to protect equipment from adverse weather conditions. The client agrees to pay a non-refundable deposit to reserve his/her event date. It is hereby agreed that all deposits are non-refundable. The Remaining balance must be paid before the start time of said event. Payments made after the event date are subject to a late charge of $\_\_\_\_\_\_\_\_\_\_\_.. The Client agrees to be liable for returned checks, in addition to any late charges or interest. A nonsufficient funds charge will be imposed for each returned check.
7. CANCELLATION POLICY. Cancellation of this Contract by Client, which is received in writing more than 30 days prior to the event, will result in a full refund. Cancellation of Services received less than 30 days prior to the event obligate Client to make full payment of the total fees agreed upon. If the Entertainment Provider initiates cancellation the Client shall be fully refunded.
8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, or other similar occurrence. In the event the DJ of this Event is unable to perform due to illness, accident, equipment failure or otherwise and therefore fails to perform hereunder, the Client shall receive a full refund of any amounts paid within thirty (30) days after the Event Date. The parties agree that refund of payments made shall be Client's sole and exclusive remedy in either law or in equity for the DJ's failure to perform hereunder. The designated DJ and Entertainment Provider will not be held liable for unavoidable detention by, conditions or acts of God, legitimately beyond control of the designated DJ and the Entertainment Provider.
9. **RUN OF SHOW: The run of the show shall be as follows:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
10. REPRESENTATIONS AND WARRANTIES. The DJ and the Entertainment Provider does not provide any warranties or guarantees with respect to its performance hereunder and none should be implied by Client/Company, or by law. The Client agrees to be fully responsible for any loss or damage suffered by the DJ to his equipment, representatives, or otherwise during the performance, including, but not limited to, damage as a result of improper crowd control, negligent or willful misconduct by the Client's guests (both invited or uninvited) or exposure to environmental elements. The Client also agrees to be fully responsible for any and all injuries that guest may incur, and the DJ holds no liability for any Event attendees. The DJ reserves the right to deny any individual access to the sound system and/or other equipment present. The client accepts full liability for all damages to any equipment in the possession of the designated DJ/Artist,that occur as a result of intentional or unintentional actions, or neglect upon the part of the client or his/her guests, patrons, customers, students, friends, associates, etc. The designated DJ and the Entertainment Provider shall not be held liable for any damage or harm, to property or persons, unless such is caused by gross or wanton negligence on the part of the designated DJ. The client acknowledges that the said Entertainment Provider is responsible for scheduling the events for the designated disc jockey as the booking agent only, and shall not be held liable for negligence, inactions, defaults, damages or non-performance of the designated DJ, or his/her agents or employees. If litigation for any item in this contract agreement is necessary for collection, the specified Entertainment Provider shall be entitled to all reasonable attorney fees, court costs and collection expenses.
11. LINE-UP, BILLING, AND, PROMOTION: The lineup, billing and Promotion shall be made as follows:
12. Artist- Boygenius;
13. Billing Earl:Langham-Jr
14. The New Empire Entertainment,
15. c/o 6404 Greensboro Drive
16. Austin, Texas-Territory [78723]
17. TAXES AND VISAS: The Company/Client shall be responsible for checks for the respective Visas and payment of the Taxes liable to be paid by them and this shall not be the responsibility of the DJ or the Entertainment Provider.
18. **PURCHASER’S WARRANTIES AND REPRESENTATIONS :**
19. NOTICE: Any notice under this Agreement shall be in writing and delivered, emailed, or sent by registered post to the relevant party at the addresses set out hereunder. Notices shall be deemed to have been received either when personally served or 2 days after being sent by mail, or if by email when receipt is acknowledged by the intended recipient
20. MISCELLANEOUS. Each party undertakes to indemnity the other and agrees to keep the other indemnified against all liabilities, claims, demands, actions, costs, damages or expenses incurred in defending and/or settling (subject to any settlement being made with the prior written consent of the indemnifying party) and claim, dispute, action, writ or summons arising out of any breach by that party of any of the terms of this Agreement .In the event of any claim, dispute, action, writ or summons in hereunder above each party agrees to provide full details to the other party at the earliest opportunity. If any dispute shall arise on any matter connected with this Agreement, the same shall be referred to for arbitration, or, if the parties agree, the matter shall be resolved by mediation. This Agreement supersedes all previous agreements, representations, understandings or promises and sets out all the terms agreed by the parties. Any amendment or alteration to this Agreement must be in writing and signed by an authorized signatory of each party. This Agreement shall not be deemed to create any partnership or employment relationship between the parties.
21. SEVERABILITY. The intention of the parties is to create a binding agreement. If this Agreement shall be rendered invalid at any time by one or more of the provisions contravening any statute, regulation, by-law or ordinance or contravening or offending any provision of law or equity, any such provision/s shall to the necessary extent be read down or excised from this Agreement and the remainder of the clauses shall remain in force. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
22. GOVERNING LAW. This Agreement is entered into and performable in America and the validity, interpretation and legal effect of this agreement shall be governed by Texas-law. Venue for any legal action shall be in Texas.

IN WITNESS WHEREOF SIGNED THIS \_\_\_\_\_\_\_this DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_, 2024.

 Company, LLC ARTIST:

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P/k/a: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Nam\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**SCHEDULE/ANNEXURE: 1**

Item 1:

The Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Transport: The Company will organize and supply the Artist/DJ with free transportation to and from the Venue, including all transfers and baggage costs. All flights within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_organized by the Company must be booked on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only. Where reasonably possible, the flights for the Artist should be “direct flights.” The Company will pay for and supply the following backline/production equipment for the Artist:

Rider: The Client/Company will pay for and supply the following backstage rider for the Artist/DJ.

Accommodation: Accommodation for the Artist/DJ shall be organized and paid for by the Client. The Client must ensure the accommodation meets, at least, the following conditions:

1. x Star accommodation.
2. Checkout time for the Artist/DJ is no earlier than 1.00pm on the day of departure (a 10.00am checkout time is expressly unacceptable by the Artist).
3. The accommodation must have a self-contained bathroom and bedroom area. A “backpacker” is expressly unacceptable by the Artist.

Company, LLC ARTIST:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P/k/a: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

/s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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