

AGREEMENT TO PROVIDE KARAOKE ENTERTAINMENT SERVICES

James D. Thomas DBA Maine Audio Visual | 462 River Rd., St. George, ME 04860 | 21 Savage St. Fairfield, ME 04937 | 207.747.8896

This agreement between James D. Thomas, D.B.A. Maine Audio Visual (the "Contractor") and: _____ (the "Client") defines the fees, terms, conditions and provisions under which the Contractor will provide services as independent contractor to the client.

Client Mailing Address: _____

Phone: _____ Fax: _____ E-mail: _____

Event Date: _____ Day: _____

Event Location: _____ Address: _____

Estimated Number of Guests: _____ Setup Time: _____ Start Time: _____ End Time: _____

FEES, TERMS, CONDITIONS AND PROVISIONS:

The Karaoke Package fee is based on up to 2 hours of service starting at \$_____ and includes Contractor, James D. Thomas, as the Client's DJ & MC, 2-speaker sound system, extensive Karaoke library, and (2) microphones. The over-time fee is \$50 per hour (payment for unexpected overtime is due on the day of the event). Travel fee is \$55 for every 55 miles outside of Rockland/Waterville, ME (round-trip). Options (circle): Club-like lighting FX - \$50 Please consult with MAV representative to discuss your total fee.

Total fee agreed upon by the Client and the Contractor is \$_____ for _____ hours.

To confirm this Agreement, return one signed and completed and the total fee (unless otherwise agreed upon). Please make all check payable to James Thomas d.b.a. Maine Audio Visual (a \$35 fee will be charged for all returned checks). Check No.: _____ Amt.: \$_____ Date: _____ Cash ___ Visa___ MC___ Discover___ AMEX___

It is understood that this contract is binding on both parties. It cannot be altered or changed unless agreed to in writing by both the Client and the Contractor. Cancellation of the contract by the Client is possible if Contractor is notified in writing not less than 90 days before the service date. Failure to do so will result in full payment being due as damages. Cancellation by the client more than 90 days in advance will result in the refund of all payments, less \$125, unless otherwise noted.

This contract with the Contractor to perform as listed shall be excused by detention of Contractor by sickness, accidents, acts of God, acts of terrorism, adverse weather or any other legitimate circumstances beyond the Contractor's scope of control. In the unlikely event that the Contractor is unavailable to appear, the Contractor will make every effort to find a qualified replacement at the agreed upon fees. Should the Contractor be unable to find a replacement, client will receive a full refund.

In the unlikely event that the Contractor is delayed and the event does not begin on time or time is lost during the event due to an equipment malfunction the Contractor will refund the portion of the fees paid prorated to the time lost. Client agrees that in all circumstances the Contractor's liability will be limited to the performance fee as stated on the Contractor's contract and that the Contractor will not be responsible for indirect or consequential damages.

The Client agrees that this contract shall be governed by laws of the State of Maine and County of Knox. In the event of a suit involving or relating to this agreement, the Client agrees that the venue for the suit will be in the County of Knox, State of Maine. In the event that legal action is taken by the Contractor to enforce this agreement, the Client agrees to pay all reasonable attorney's fees, court costs and interest to the Contractor. In the event that the client takes legal action against the Contractor, the Client agrees to pay all reasonable attorney's fees incurred by the Contractor unless the Client is awarded a judgment against the Contractor.

The Contractor has the right to print, publish and use any digital media, and/or other material generated during the course of the event as promotional items for trade show displays, photo album displays, demo videos and web site displays UNLESS initialed by the Client here _____. Initialing here prohibits the Contractor from using any material from the event for promotional purposes.

The Client shall ensure that: (1) event facility provides Contractor with an area approximately 5 x 15 feet within 25 feet of a 110-volt outlet (3 prong grounded) (2) facility is accessible for equipment set up at least one hour prior to scheduled start time (3) facility meets all federal and state safety regulations (4) reasonable steps will be taken to protect Contractor's equipment, personnel, and media (5) for outdoor performances, shelter is provided that completely covers and protects the Contractor's equipment from adverse weather conditions.

The Client agrees to maintain a safe environment so as to protect the Contractor's equipment from theft, vandalism and harm as well as any threat of harm to the Contractor. The Contractor has the right to stop any performance and take necessary steps to ensure the safety of himself and his equipment, up to and including removing himself and the equipment from the performance venue. The Contractor will approach Client to intercede if any problems develop and will only leave if the problem cannot be corrected to the reasonable satisfaction of the Contractor. Client is responsible for any and all damages caused by the client and/or the client's guests.

This contract contains all the fees, terms, conditions and provisions agreed upon by the Client and the Contractor and no other agreements or contracts, oral or written, regarding the subject matter of this contract of performance for the event stated on this contract unless agreed upon in writing by both the Client and the Contractor shall be deemed to exist.

PLEASE SIGN BELOW AND RETURN A COPY, ALONG WITH TOTAL FEE AGREED UPON.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT:

Client Signature: _____ **Date:** _____

Contractor: _____ **Date:** _____

How did you hear about us?

Referral ___ Search Engine ___ Other (please explain) _____