

## Laidback Entertainment LLC

Mr Elbert S Branch  
306 Smokehouse Ln  
Albemarle, NC 28001  
*lbedj.com*

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

Place of event (venue): \_\_\_\_\_

Address of event: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Type of event: \_\_\_\_\_

Date of event: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Total entertainment fee agreed upon is \$ \_\_\_\_\_. A ***Non-refundable*** retainer of \$ \_\_\_\_\_ is required to secure Laidback Entertainment for the event. This amount shall be subtracted from the total entertainment fee. The remaining balance of the entertainment fee must be paid the day of the event before performance. Preferred method of payment is by cash. Any payment received by personal check or corporate check is accepted up to 2 weeks before event. All checks shall be made payable to Elbert S Branch, Laidback Entertainment LLC.

The Purchaser reserves the right to control the manner, means and details of the performance of services by Laidback Entertainment at this event. A written event planner or music request list should be provided prior to event. With or without a planner or request list, Laidback Entertainment shall attempt to play Purchaser and Purchaser's guests' music request but shall not be held responsible if certain selections are unavailable. Laidback Entertainment reserves the right to censor music request that deems inappropriate for the event. Laidback Entertainment reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.

This agreement of Laidback Entertainment to perform shall be excused by detention of personal sickness, accidents, riots, strikes, epidemics, acts of God, Force Major or any other legitimate condition beyond Laidback Entertainments' control. If such circumstances arise, Laidback Entertainment will make reasonable effort to find comparable replacement. Should Laidback Entertainment be unable to procure a replacement, ***Purchaser shall receive a full refund of all fees paid to Laidback Entertainment.*** Purchaser agrees that in all such circumstances, Laidback Entertainments' liability shall be exclusively limited to refunding the fees paid and that Laidback Entertainment shall not be liable for indirect or consequential damages arising from any breach of contract.

Purchaser shall provide safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor (if any) for set-up; a 120-volt electric outlet (3-prong grounded with at least 15 amps available) from a reliable power source near the set-up area; facilities that completely cover and protect 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 large suv.*** Purchaser accepts full responsibility and is liable for any damages, injury or delays that occur as a result of failure to comply with these provisions.

In order to prevent equipment or liability arising from accidental injury to any individual attending this event, Laidback 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 Laidback Entertainment to present a threat or implied threat of injury of harm to guests or to Laidback Entertainments' staff or equipment, Laidback Entertainment may cease performance. If the purchaser is able to resolve the threatening situation in a reasonable time (maximum 15 minutes), Laidback 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 Laidback Entertainment resumes performance.

The entertainment fee shown applies to the date, times, and venue set forth in this agreement. It may not always be possible to provide additional performance time (overtime). However, when feasible, requests for overtime will be accommodated in half-hour increments at the rate of \$50.00 per hour. This agreement guarantees that Laidback Entertainment will be ready to perform at the start time of the event. No guarantee is made as to Laidback Entertainments' arrival; however, Laidback Entertainment requests 1.00 hour before setup completion time for setup and 1.00 hour after the end time for takedown.

Purchaser shall obtain any required licenses/permits and pay any charges imposed by venue, government, or other public agencies. These charges may include, but are not limited to, parking, time utilized by Laidback Entertainment for setting up and taking down equipment, etc.

Purchaser agrees to defend, indemnify, assume liability for and hold Laidback Entertainment harmless from any and all claims, demands, 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 Laidback Entertainment).

Purchaser may not transfer this contract to another party without prior written consent of Laidback Entertainment.

The agreement is not binding until received and signed by Laidback Entertainment along with booking fee. Any changes must be written and signed by both the Purchaser and Laidback Entertainment. The latest contract supersedes all previous contracts between Purchaser and Laidback Entertainment for the event listed above. This agreement binds and benefits the heirs, successors and assignees of the parties.

This agreement cannot be canceled or modified except by mutual written/oral consent of the Purchaser and Laidback Entertainment LLC.

Setup/space requirements:

Setup requires an area next to the dance floor that is 10-feet wide by 7-feet deep. We bring our own tables. Our sound systems require a single standard 3-prong 120 volt electric outlet (properly grounded) nearby with at least 15 amps available from a reliable power source.

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

*Date* \_\_\_\_\_ *Purchaser Signature* \_\_\_\_\_

*Laidback Entertainment LLC*

*Date* \_\_\_\_\_ *Signature* \_\_\_\_\_