

Magnight Entertainment DJs & Events

ENTERTAINMENT AGREEMENT

PLEASE PRINT FOR YOUR RECORDS

Magnight Entertainment DJs & Events
1763 Armington Ave, Hacienda Heights, CA 91745
(562) 879-7713 - MagnightEntertainment@gmail.com

Customer Information:

Name: Villegas Middle School
Email: dianna.filadelfia@alvordschools.org
Phone: (951) 358-1695
Address: 3754 Harvill Lane
City, State, Zip: Riverside CA 92503

Event Information:

Event: School Event
Date: Friday, October 29, 2021
Perform Times: 6:30 PM to 8:00 PM
Location: MPR: 3754 Harvill Lane, Riverside, CA
Total: \$497
Retainer: 0.00
Package: Party Starter Interactive DJ/MC Package W/Lighting
Package Length: Up to 2 hours
Overtime Rate: \$100 Per Hour
INVOICE/EVENT NUMBER: #3582
Balance Payment Due: Day of Event

It is understood that this ("CONTRACT") is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, ("CLIENT"-Villegas Middle School) and Michael Grimaud DBA Magnight Entertainment ("CONTRACTOR").

1. This agreement shall become null and void unless executed and received by Contractor within seven (7) days of Thursday, August 26, 2021. If contract and/or retainer payment are received after the 7 day period, the contract shall become effective at Contractor's discretion based on availability of personnel and/or equipment. Faxed Contracts will be accepted and considered a legal and binding agreement.

2. PAYMENTS: A non refundable retainer fee of 0.00 is due from Client upon contracting of services. See "Balance Payment Due" listed above for balance due date.

3. CHARGES: There will be a \$25.00 fee for any returned checks due to insufficient funds. 3% monthly interested will be added to all delinquent payments. A 3% Service fee will be added to all credit card transactions. A \$250 fee will be added to wedding events if required planning forms, or music requests lists are not submitted online, or by email 14 days prior to event date. A \$2 per song fee will be added to all custom playlists with over 40 songs (excluding: Weddings, Bar/Bat Mitzvahs). Client is responsible for providing a hosted parking spot or cover any parking expenses.

4. CANCELLATIONS OR DOWNGRADES: Cancellations/downgrades of packages or services for this event is possible if contractor is notified in writing at least (14 days) prior to the date of the event. Retainer payment is non-refundable unless the event is cancelled within three (3) calendar days of signed date of initial agreement. The retainer payment is included as part of the total event balance.

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5. DATE CHANGE & POSTPONING: Should the Client need to change/postpone the event date, Client must sign and return an updated contract confirming the date change. If Client does not have a new date for the event, Client must submit in writing that the event is postponed until further notice.

6. PHOTO BOOTH SERVICE & OPERATIONS: If a booth is part of your service as listed on your invoice, The booth will be up and running for the agreed start and end time of the event. Periodically, operations will be interrupted for maintenance or service. i.e. loading of paper or performance of routine tune-up to keep operations flowing smoothly. If host or venue requests an event to end prior to the agreed end time, no prorating or refund will be given. All photos are owned by Magnight Entertainment and may potentially be used for marketing purposes.

7. LIABILITY: The Client is responsible for any and all permits, licenses, power requirements, and additional fees required by the property and/or pertaining city where the event will occur. Client assumes full liability of current replacement values for any loss, damage, or injury to Contractor's equipment or personnel by the Client or Client's guests. Contractor is not liable for interruption of services due to power outages, weather or any other circumstances beyond Contractor's control. Contractor reserves the rights to cease operations at any time, if it feels the safety of the operators or guests are at risk. Contractor shall not be liable for any damages to property, equipment, or persons sustained by the Client, Client's guests, or Client's representative's resulting from the Client's event, except that which is the result of the acts or omissions of Contractor, its employees or those acting on its behalf. Furthermore, Client agrees to hold harmless and indemnify Contractor from any such liability. Contractor agrees to hold harmless and indemnify Client for any and all claims, costs, or expenses which are the result of the acts or omissions of Contractor, its employees, or those acting on its behalf. In the event (Contractor) is unable to perform the services specified in this Contract, Contractor will provide a replacement with approximately the same amount of experience and approximately the same quality and quantity of equipment as set forth in this Contract.

8. IN THE EVENT OF DEFAULT: The parties acknowledge that the obligations of Contractor and of Client under this agreement are incapable of valuation with any reasonable degree of certainty. In the event that either party should fail to fulfill any of the obligations of this agreement, the other party may bring action to enforce compensation for damages of all obligations under this agreement. Contractor shall be liable for up to but not in excess of the full amount of this agreement. This agreement shall inure to the benefit of and be binding upon both parties and their representatives. It is understood and agreed that Contractor shall have the right to assign this agreement to any successor or to any subsidiary of Client.

By signing below you agree to all terms and conditions of this contract, you also certify that you are at least eighteen (18) years old and an authorized agent for this event. No terms of this agreement, or any other spoken or implied agreements between Client and Contractor take effect until this signed agreement is received by Contractor.

Client _____

Contractor _____

Michael Grimand

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Customer Information:

Name: Villegas Middle School
Email: dianna.filadelfia@alvordschools.org
Phone: (951) 358-1695
Address: 3754 Harvill Lane
City, State, Zip: Riverside CA 92503

Event Information:

Event: School Event
Date: Friday, January 21, 2022
Perform Times: 6:30 PM to 8:00 PM
Location: MPR: 3754 Harvill Lane, Riverside, CA
Total: \$497
Retainer: 0.00
Package: Party Starter Interactive DJ/MC Package W/Lighting
Package Length: Up to 2 hours
Overtime Rate: \$100 Per Hour
INVOICE/EVENT NUMBER: #3583
Balance Payment Due: Day of Event

It is understood that this ("CONTRACT") is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, ("CLIENT"-Villegas Middle School) and Michael Grimaud DBA Magnight Entertainment ("CONTRACTOR").

1. This agreement shall become null and void unless executed and received by Contractor within seven (7) days of Thursday, August 26, 2021. If contract and/or retainer payment are received after the 7 day period, the contract shall become effective at Contractor's discretion based on availability of personnel and/or equipment. Faxed Contracts will be accepted and considered a legal and binding agreement.

2. PAYMENTS: A non refundable retainer fee of 0.00 is due from Client upon contracting of services. See "Balance Payment Due" listed above for balance due date.

3. CHARGES: There will be a \$25.00 fee for any returned checks due to insufficient funds. 3% monthly interested will be added to all delinquent payments. A 3% Service fee will be added to all credit card transactions. A \$250 fee will be added to wedding events if required planning forms, or music requests lists are not submitted online, or by email 14 days prior to event date. A \$2 per song fee will be added to all custom playlists with over 40 songs (excluding: Weddings, Bar/Bat Mitzvahs). Client is responsible for providing a hosted parking spot or cover any parking expenses.

4. CANCELLATIONS OR DOWNGRADES: Cancellations/downgrades of packages or services for this event is possible if contractor is notified in writing at least (14 days) prior to the date of the event. Retainer payment is non-refundable unless the event is cancelled within three (3) calendar days of signed date of initial agreement. The retainer payment is included as part of the total event balance.

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5. DATE CHANGE & POSTPONING: Should the Client need to change/postpone the event date, Client must sign and return an updated contract confirming the date change. If Client does not have a new date for the event, Client must submit in writing that the event is postponed until further notice.

6. PHOTO BOOTH SERVICE & OPERATIONS: If a booth is part of your service as listed on your invoice, The booth will be up and running for the agreed start and end time of the event. Periodically, operations will be interrupted for maintenance or service. i.e. loading of paper or performance of routine tune-up to keep operations flowing smoothly. If host or venue requests an event to end prior to the agreed end time, no prorating or refund will be given. All photos are owned by Magnight Entertainment and may potentially be used for marketing purposes.

7. LIABILITY: The Client is responsible for any and all permits, licenses, power requirements, and additional fees required by the property and/or pertaining city where the event will occur. Client assumes full liability of current replacement values for any loss, damage, or injury to Contractor's equipment or personnel by the Client or Client's guests. Contractor is not liable for interruption of services due to power outages, weather or any other circumstances beyond Contractor's control. Contractor reserves the rights to cease operations at any time, if it feels the safety of the operators or guests are at risk. Contractor shall not be liable for any damages to property, equipment, or persons sustained by the Client, Client's guests, or Client's representative's resulting from the Client's event, except that which is the result of the acts or omissions of Contractor, its employees or those acting on its behalf. Furthermore, Client agrees to hold harmless and indemnify Contractor from any such liability. Contractor agrees to hold harmless and indemnify Client for any and all claims, costs, or expenses which are the result of the acts or omissions of Contractor, its employees, or those acting on its behalf. In the event (Contractor) is unable to perform the services specified in this Contract, Contractor will provide a replacement with approximately the same amount of experience and approximately the same quality and quantity of equipment as set forth in this Contract.

8. IN THE EVENT OF DEFAULT: The parties acknowledge that the obligations of Contractor and of Client under this agreement are incapable of valuation with any reasonable degree of certainty. In the event that either party should fail to fulfill any of the obligations of this agreement, the other party may bring action to enforce compensation for damages of all obligations under this agreement. Contractor shall be liable for up to but not in excess of the full amount of this agreement. This agreement shall inure to the benefit of and be binding upon both parties and their representatives. It is understood and agreed that Contractor shall have the right to assign this agreement to any successor or to any subsidiary of Client.

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Client _____

Contractor _____

Michael Grimand

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Name: Villegas Middle School
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Phone: (951) 358-1695
Address: 3754 Harvill Lane
City, State, Zip: Riverside CA 92503

Event Information:

Event: School Event
Date: Friday, May 20, 2022
Perform Times: 6:30 PM to 8:00 PM
Location: MPR: 3754 Harvill Lane, Riverside, CA
Total: \$497
Retainer: 0.00
Package: Party Starter Interactive DJ/MC Package W/Lighting
Package Length: Up to 2 hours
Overtime Rate: \$100 Per Hour
INVOICE/EVENT NUMBER: #3584
Balance Payment Due: Day of Event

It is understood that this ("CONTRACT") is binding on both parties. It cannot be altered or changed unless agreed to in writing by the said parties, ("CLIENT"-Villegas Middle School) and Michael Grimaud DBA Magnight Entertainment ("CONTRACTOR").

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Client _____ Contractor Michael Grimand