

LJS PRODUCTIONS

3366 Hamlin Canyon Ct. Paradise, CA 95969
Fax: (530) 872-2393 ljsproductions@ymail.com

Service Contract

CONTRACT # 0251LJS

THIS CONTRACT is made today, ___/___/_____, between, **LJS Productions**, herein referred to as "Producer", and _____, herein referred to as "Purchaser". Purchaser hereby engages, contracts, and employs Producer to supply the following service, subject to the terms and conditions set forth in this agreement.

→
Name

→
Event Date(s): ___/___/_____

Event Info.

Event Time: _____ Approximate # of guests: _____

Location: _____

The total cost for this event(s) is \$ _____ **Please make checks payable to LJS Productions.**

Payment shall be made as follows:

A \$100 non-refundable security deposit is due and payable to LJS Productions at or before 1 week after the signing of this contract.

The remaining balance, total cost minus the \$100 deposit, is due and payable to LJS Productions at or before the conclusion of each above-described production(s). A 15% late fee (calculated on the total cost listed above) will be assessed on any payment made after the event date listed above. Overage hours are \$150/hour over the established time limit.

1. Set up:

A) Purchaser shall supply adequate power to run sound system and lights according to specifications given by the Producer. This shall be two 20 amp circuits of 110 volts with household-type wall plugs. At least one circuit must be a dedicated circuit, with no other devices on line.

C) Purchaser shall supply a total set up area minimum 7' x 7', but preferably closer to 10' x 10'.

D) Purchaser agrees to have stage area available to Producer no later than two hours prior to performance time indicated above. If Producer's access is delayed to the stage area, performance may be started as many minutes as late without penalty, and without extension of agreed ending time.

E) If the performance is outdoors, the following applies:

Stage area shall be completely removed from the following:

- 1) Direct sunlight or any moisture (rain, mist, wet ground)
- 2) Any falling debris (i.e. tree sap, leaves, etc...)
- 3) Any dust or dirt that would be made airborne by people dancing

Purchaser further warrants that he/she has (or prior to performance will obtain) all outdoor permits, licenses and government permissions as required. This includes, but is not limited to, public address permits and sound permits.

2. Purchaser shall supply adequate security for the protection and safety of the Producer as well as their equipment and property. This includes any patrons who may inadvertently dance into Producer's equipment or cause any type of damage to equipment, as well as any theft of equipment while on

Purchaser's rented, leased, borrowed, or owned premises. Any loss by Producer due to the negligence on the part of the Purchaser or lack of the aforesaid security will be paid for by the Purchaser. The stage area and backstage area shall be kept clear of unauthorized personnel. Per Cal. State Labor Code Sec. 2800.1

3. Purchaser agrees to indemnify, defend, and hold harmless the Producer from all liability, damage, loss, injuries, expenses and claims therefore, directly or indirectly resulting from the performance of this agreement and/or any other circumstances, unless that it may be caused by or is the result of negligence on the part of the Producer.
4. The Producers obligation to perform is subject to detention or prevention by accident, weather, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause, similar or dissimilar, beyond the Producer's control. In the event that the above takes place and disables the Producer from fulfilling this contract, Producer will make all reasonable efforts to secure replacement entertainment in a timely manner.
5. In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall first be heard by a mediator actively practicing law in the county of Butte, State of California. If the dispute isn't resolved, it may then be referred to one active arbitration member of the National Academy of Distinguished Neutrals whose primary practice is located in the county of Sacramento, State of California; however, if at the time of dispute, no active members of the National Academy of Distinguished Neutrals are located in the county of Sacramento, State of California, another active member whose primary practice is located within the State of California and within 300 miles of the county of Butte, State of California shall be sufficient. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. If however, the National Academy of Distinguished Neutrals ceases to exist at or before the time of the dispute, another single arbitrator shall be chosen by the Producer as long as the arbitrator's primary practice is located within the state of California.
6. Each party shall be responsible for its share of arbitration fees in accordance with the applicable Rules of Arbitration along with any mediation fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney fees for having to compel arbitration or defend or enforce the award.
7. Cancellation of this agreement shall be made in writing to **LJS Productions** by writing and mailing a letter to 3366 Hamlin Canyon Ct. Paradise, CA 95969 no less than 30 days prior to the date of engagement. In any and all cases where such notice is not given, the producer is subject to full compensation of the total wage agreement. In cases of cancellations of an agreement made within a period of less than 30 days prior to engagement, full compensation shall be rendered by the purchaser regardless of notices given. In the event of cancellations under any time period, any and all retainers are non-refundable.
8. One signed copy of this agreement must be mailed to **LJS Productions** at 3366 Hamlin Canyon Ct. Paradise, CA 95969 no later than 2 weeks after the signing of this contract. Please sign and retain a copy for your records. It is agreed that this contract is binding when signed by the purchaser. The person who signs as Purchaser warrants that he or she is at least 18 years old and an authorized representative of Purchaser.

AGREED TO AND ACCEPTED BY:

Purchaser: _____

Producer:

Address: _____

LJS Productions
3366 Hamlin Canyon Ct.
Paradise, CA 95969
(530)-519-0376

City/State/Zip: _____

Phone: _____

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

→
Name/
Address

→
Signature

_____/_____/2012
(Signature)

_____/_____/2012
(Signature)