

# COSMO CREATIONS

DJ & Lighting Service

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115 Pigeon Rd ~ Cookeville ~ TN 38506  
(931) 265-2934    www.cosmocreations.com

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## Entertainment Agreement

The Parties: This Agreement is for mobile disc jockey entertainment services for the event described below, between the undersigned Client and COSMO CREATIONS.

Job Description: COSMO CREATIONS agrees to furnish services to the following Client specifications: (please write in name of wedding package and any add-ons)

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Name of Bride and Groom \_\_\_\_\_  
Date \_\_\_\_\_  
Location of Reception \_\_\_\_\_  
Location Address \_\_\_\_\_  
Bride's Cell Phone # \_\_\_\_\_  
Home or Work# \_\_\_\_\_  
Wedding Start Time \_\_\_\_\_  
DJ Start Time \_\_\_\_\_  
DJ End Time \_\_\_\_\_  
Agreed on Price \_\_\_\_\_  
Bride's E-mail Address \_\_\_\_\_

Payment Terms: Total fee agreed upon by Client and COSMO CREATIONS is the amount due the day of the event. Payment can be made by check, cash, or money order. All checks should be made payable to COSMO CREATIONS. There will be a \$20.00 fee charged for all return checks.

Cancellation: This Agreement cannot be canceled or modified except in writing by either the Client or COSMO CREATIONS. If the Client cancels without rescheduling then the deposit will be forfeited.

Rescheduled events are subject to availability. Rescheduling for events canceled due to inclement weather shall be accommodated without penalty whenever possible.

**GRATUITIES:** Gratuities given to your DJ Entertainer are made at the Client's sole discretion. 10% is customary for an excellent performance.

**Overtime Costs:** When feasible, Client request for extended playing time during event will be accommodated. Overtime requested may be made in half-hour increments at a cost agreed on at the time of the event.

**Provisions:** The Client shall ensure that: (1) performance facility is within 25 feet of a 110-volt outlet (3 prong grounded); (2) facility is open at least 1 hour prior to schedule start time; facility meets all federal and state safety regulations and has all appropriate music licenses and performance permits; (4) reasonable steps will be taken to protect COSMO CREATIONS' equipment, personnel, and music, and crowd control will be provided if warranted; (5) for outdoor performances, shelter is provided that completely covers and protects COSMO CREATIONS' equipment from adverse weather conditions.

The parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. If the matter has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), or if either party will not participate in a mediation, the controversy shall be settled by arbitration in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes, by a sole arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16, and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Nashville, Tennessee, unless otherwise agreed upon. The Arbitrator(s) are not empowered to award damages in excess of actual damages, including punitive damages.

Please retain a copy of this Contract for your records. SIGN BELOW AND RETURN THE OTHER COPY via Fax 866-858-8353 or Mail to 115 Pigeon Rd.- Cookeville- TN- 38506. For additional information visit [www.cosmocreations.com](http://www.cosmocreations.com).

**Client Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Cosmo Creations:** \_\_\_\_\_ **Date** \_\_\_\_\_