

ENTERTAINMENT CONTRACT

AGREEMENT made by and between the party names in the Online Confirmation (Purchaser) and GoJonnyGo Mobile DJ Service (GJG), hereinafter referred to as the DJ.

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

The Purchaser hereby engages the DJ to provide a DJ Service for the event named in the Online Confirmation at the location indicated.

The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

GJG hereby agrees to render professional services and is at all times to have complete control of the program.

The Parties hereby agree that the DJ Service shall be provided and accepted on the dates and times indicated in the Online Confirmation.

The DJ attire for the event shall be a black tuxedo, unless the Purchaser specifies otherwise.

The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ a deposit fee as stated in the Online Confirmation to secure the services of GJG for the engagement. This amount shall be applied toward the Performance Fee of as stated in the Online Confirmation.

Additional Terms and Conditions

The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by GJG to find replacement entertainment at the agreed upon fees. Should GJG be unable to procure a replacement, Purchaser shall receive a full refund.

Purchaser agrees that in all circumstances, GJG liability shall be exclusively limited to an amount equal to the Performance Fee and that GJG shall not be liable for indirect or consequential damages arising from any breach of contract. Further, all deposits are nonrefundable if cancelled less than 30 days from the engagement, unless the DJ cancels the engagement. If a prepaid event is canceled by the Purchaser 30 days or more prior to the event, a refund equal to 50% of the Performance Fee shall be paid to the Purchaser.

No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner, or any means whatsoever, in the absence of a specific written agreement with GJG relating to and permitting such recording, reproduction, or transmission. Pictures and videotape of the event are permitted for the private use of the contracting party only.

The Purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury, damages or theft to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, GJG's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area.

The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to GJG staff or any equipment in GJG possession, GJG reserves the right to cease performance. GJG shall resume performance in accordance with the original terms of this agreement if the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes). Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether GJG resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, GJG reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Additional Terms and Conditions

Purchaser shall provide GJG with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. GJG requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required.

Purchaser shall provide crowd control if warranted; and furnish directions to place of engagement.

Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog). If the venue requires the DJ to provide liability insurance, an additional fee of \$175 will be added to the Performance Fee, payable 24-hours prior to the event.

GJG shall at all times have complete control, direction and supervision of the performance of its representatives at this engagement and expressly reserves the right to control the manner, means and

details of the performance of the services rendered. A written event/music planner or music request list must be received from the Purchaser or designee and forwarded to GJG at least two weeks prior to the date of the engagement for it to be included in GJG programming guidelines. With or without the aid of an event/music planner or music request list, GJG shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. GJG will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

GJG makes reasonable efforts to provide music that is appropriate to a wide audience and appropriate, in the opinion of company, for the event. GJG shall not be held liable for content that may be found offensive to certain persons in attendance.

Whereas the precise titles and names of artists are often confused or unknown by the general public, in lieu of being provided the specific song in digital format two weeks prior to the event, GJG will research and play provide the best match to the requested song.

GJG attempts to limit music selections to "radio-edit" and clean songs that are "family friendly" and "wedding appropriate" in English. Non-English language requests are reviewed for objectionable content when possible, but GJG will not be liable if a guest finds material objectionable in English or any other language for any reason.

In the event of non-payment, GJG retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by GJG. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that GJG will be ready to perform at the start time of the engagement. No guarantee is made as to GJG time of arrival; however, GJG requests that they be permitted two hours before the engagement and 90 minutes after the engagement for setup and takedown. GJG also requests ramp or elevator access between the parking/service entrance and the setup area.

If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires GJG to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

Services Requiring Travel

GJG provides service in both Arizona and Washington State. There is no charge for travel to the following points of departure nearest your event:

GJG Points of Departure include:

Phoenix Sky Harbor International Airport (PHX)

Seattle-Tacoma International Airport (SEA)

Bellingham International Airport (BLI)

A mileage fee will be charged at \$0.50 per mile in excess of 30 miles the nearest GJG Point of Departure to your event. Engagements in excess of 100 miles require accommodations be made for an overnight stay, double occupancy, non-smoking, in a local hotel/motel to be provided by Purchaser.

Additional Terms and Conditions

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the state of Arizona shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that the venue will be Maricopa County, Arizona. Purchaser agrees to defend, indemnify, assume liability for and hold GJG harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to GJG performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of GJG. This agreement is not binding until signed by both Purchaser and GJG, and GJG has received it. Any changes must be written and signed by both the Purchaser and GJG. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

GJG may elect not to exercise their rights as specified in this agreement. By doing so, GJG does not waive their right to exercise those options at a future date.

THE PARTIES named hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.