

Smooth Bounce Entertainment, LLC DJ Service Contract

AGREEMENT made this 2nd Day of October, 2018, by and between Michael Brawer and / or the Organizers of the AFC Opening Night Party here in after referred to as the Purchaser, and Kyle Holder of Smooth Bounce Entertainment, LLC, DJ Service, here on after referred to as the DJ Service.

WITNESSETH /or 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:

1. The Purchaser hereby engages the DJ to provide a DJ Service at the following Event and Location:
 (Event): AFC Opening Night Party
 (Venue): Wyndham Orlando Resort – I Drive
 (Address): 8001 International Drive
 (Phone) 850-222-3222
 (Email) mkiner@myafchome.org

Date(s): Wednesday Nov 7, 2018

Start Time(s): 9:00 PM

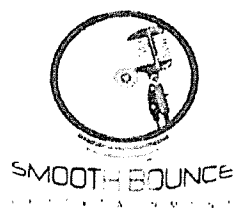
Finish Time(s): 12:00 AM

2. The said DJ Service hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.

Initials of Authorized Purchaser(s) _____

[Handwritten Signature]

Initials of DJ Service



4. The said DJ Service hereby agrees to render his professional services and is at all times to have complete control of his program.

5. 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 the following consideration:

\$300.00 Non- Refundable Reservation Fee / Deposit

\$300.00 Due Upon Arrival

\$600.00 Total

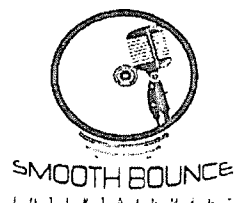
Payment in full shall be made upon arrival, and no later than 10 minutes before the beginning of the event.

CHECK MUST BE MADE PAYABLE TO:

Kyle Holder

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Initials of DJ Service



Additional Terms and Conditions

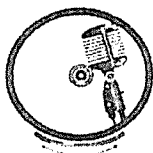
The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made The Said DJ Service to find replacement entertainment at the agreed upon fees. Should The Said DJ Service be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, The Said DJ Service liability shall be exclusively limited to an amount equal to the performance fee and that The said DJ Service shall not be liable for indirect or consequential damages arising from any breach of contract.

The DJ Service and The Purchaser reserve the right to cancel this Agreement with (30) Days written notice. If The Purchaser cancels the performance less than thirty (30) days before the performance, Purchaser will pay the DJ Service 80% of the guaranteed fee for the remaining scheduled performances in a (30) Day period, from the date of the cancelation. Payment will be made on the date of cancelation. If The Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay the DJ Service 90% of the guaranteed fee for the remaining scheduled performances, in a two week period, from the date of cancelation.

Payment will be made on the date of cancelation. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the DJ Service.

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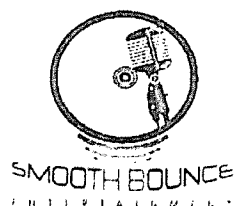
It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to The Said DJ Service, or property of The Said DJ Service, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of the organization, engagement invitees, employees,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

It is understood that if this is a "Rain or Shine" event, The Said DJ Service compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The Said DJ Service 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 Said DJ Service 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 The Said DJ Service staff or any equipment in The said DJ Service possession, The Said DJ Service reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), The Said DJ Service 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 The Said DJ Service resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, The Said DJ Service reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

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Initials of DJ Service

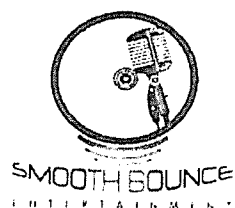


Purchaser shall provide The Said DJ Service with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and stands. The Said DJ Service requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along 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 The Said DJ Service 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 furnishing 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).

The Purchaser shall at all times have complete control, direction and supervision of the performance of The Said DJ Service at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of The Said DJ Service. A written event/music planner or music request list must be received from the Purchaser and forwarded to The Said DJ Service at least two weeks prior to the date of the engagement for it to be included in The Said DJ Service programming guidelines. With or without the aid of an event/music planner or music request list, The Said DJ Service shall attempt to play Purchaser's and

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Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. The Said DJ Service will make an extra effort to have music requests available if they are received in writing at least two weeks prior to the engagement.

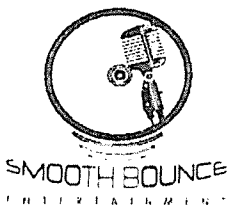
Any special music requests must be received by The Said DJ Service no later than 7 days prior to the event.

In the event of non-payment, The Said DJ Service 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 The Said DJ Service. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that The Said DJ Service will be ready to perform at the start time of the engagement. No guarantee is made as to The Said DJ Service time of arrival; however, The Said DJ Service requests that they be permitted 60 minutes before the engagement and 60 minutes after the engagement for setup and takedown. The Said DJ Service 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 The Said DJ Service 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.

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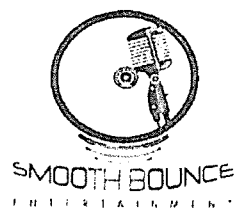
Special provisions & Additional Services Requested

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.

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The laws of the State of Florida shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Palm Beach County, Florida.

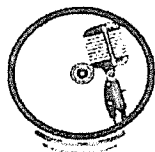
Purchaser agrees to defend, indemnify, assume liability for and hold The Said DJ Service harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to The Said DJ Service performance. In the event that a civil action arises 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 Kyle R. Holder. This agreement is not binding until signed by both Purchaser and The Said DJ Service has received it. Any changes must be written and signed by both the Purchaser and The Said DJ Service. 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.

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

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

Purchaser:

Signature of Authorized Purchaser 1.

Printed Name

Address:

Daytime Phone:

Evening Phone:


Kyle Holder

KYLE HOLDER
Printed Name

Street Address: 102 SW 9 Ave, Delray Beach, FL 33444

Phone: 781 - 728 - 5953

Email: smoothbounceent@gmail.com

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Initials of DJ Service