



AGREEMENT made this day of _____, by and between _____ hereinafter referred to as the Purchaser, and KRMME (K-Ruck Media/Music Man Entertainment, 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:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location:

Venue: _____ Address: _____ Zip: _____
State: _____ City: _____ Phone: _____

2. KRMME 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.
4. KRMME hereby agrees to render his/her professional services and is at all times to have complete control of his/her program.
5. The Parties hereby agree that the DJ Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____

Start Time(s): _____

Finish Time(s): _____

6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agree to pay to the DJ the following consideration:

asterisk(*) means that the purchaser is exempt from this condition sentence.

A reservation fee of _____, is required to secure the services of KRMME for the engagement. This amount shall be applied toward the Performance Fee. The Performance Fee is _____ for time frame outlined above. Services requested that exceed the time frame above will be charged at the rate of \$50.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

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 KRMME to find replacement entertainment at the agreed upon fees. Should KRMME be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, KRMME liability shall be exclusively limited to an amount equal to the performance fee and that KRMME shall not be liable for indirect or consequential damages arising from any breach of contract.

All reservation fees are nonrefundable unless the DJ cancels the engagement.

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" (Performance Fee) as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee if attorney is needed.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, employee of KRMME, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his or her organization, engagement invitees, employees, or any other party in attendance, whether invited or not. If equipment is damaged in any way by the Purchaser or guest(s) then the Purchaser shall resume responsibility for paying full price of the equipment or equal value of equipment.

It is understood that if this is a "Rain or Shine" event, KRMME 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.

It is understood that all KRMME Employees shall be permitted to enter event without paying. Each employee will either have a company shirt, event business card, or VIP badge any employee that does not have any one of these items is not permitted to enter event without payment. It is said that your event will come with and including but not limited to the following 1 or more DJ's MusicMan, K-Ruck, Zettie K, and/or D-Ran.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to KRMME staff or any equipment in KRMME possession, KRMME 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), KRMME 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 KRMME resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual

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attending this performance, KRMME reserves the right to deny any guest access to the sound system, stage, music recordings, or other equipment.

Purchaser shall provide KRMME with safe and appropriate working conditions. This includes a table area for setup, space for setting up speakers. KRMME 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 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 KRMME at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of KRMME. A written event/music planner or music request list must be received from the Purchaser and forwarded to KRMME (info@kruckmedia.com) at least two weeks prior to the date of the engagement for it to be included in KRMME programming guidelines. With or without the aid of an event/music planner or music request list, KRMME shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. KRMME will make an extra effort to have music requests available if they are received IN WRITING or BY EMAIL at least two weeks prior to the engagement.

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

This agreement guarantees that KRMME will be ready to perform at the start time of the engagement if all requirements are met including but not limited to stage setup, tent setup, etc. No guarantee is made as to KRMME time of arrival; however, KRMME requests that they be permitted 30 minutes before the engagement and 30 minutes after the engagement for setup and takedown. KRMME 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 _____ . If Purchaser or venue requires KRMME 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 _____ per half-hour.

Engagements within the OKC/MWC/EDMOND area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at _____ per mile in excess of 50 miles. Engagements in excess of 200 miles will require accommodations be made for an overnight stay in a local hotel/motel for KRMME to be provided by Purchaser.

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 or older, 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 and courts of the State of Oklahoma shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees to defend, indemnify, assume liability for and hold By KRMME harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to KRMME 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 KRMME. This agreement is not binding until signed or electronically/digitally signed by both Purchaser and KRMME has received it. Any changes must be written and signed by both the Purchaser and KRMME. 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.

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

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

Purchaser Info:

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Name:

Digital Signature:

Street Address:

Email:

Phone:

Date:

KRMME Info:

Digital Signature:

Date

Email: INFO@KRUCKMEDIA.COM

Kuinten Rucker, Co-Owner

Roy Henderson, Co-Owner

Thank you for your business please visit our website www.kruckmedia.com

Please make all checks payable to: Kuinten Rucker
Mail all payments to: 2109 NW 115th St. * Oklahoma City, Oklahoma * 73120