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Entertainment Agreement

Contract Date:

Sales Consultant: Jim Kaufman

Referred By:

Client Name: Adena Brown

Address: 9 Hansel Road

City, State, Zip: Newtown, PA 18940

Organization: Camp Wayne for Girls

Home #: 215-944-3069 (winter)

Mrs. Mobile #: 570-798-2591 (summer)

Mr. Mobile #:

Work #: 570-798-2591 (summer)

Email: adena@campwaynegirls.com

Event Date: Monday, July 16, 2012

Event Location: Camp Wayne for Girls - Preston Park, PA

Occasion: Halloween theme

Start Time: 7:45 PM

End Time: 11:00 PM

of Guests:

Emcee Entertainer: Andrew Ramsey

Agreement Notes: Dance clinic from 3:30PM-5:30PM set design will have Two up-right trusses with Moving heads holding 2 x 50" Plasmas

Summary of Charges

Event Package:	Charge
Primary Show	\$800.00

DJ & MC Personality for 4 hours (2 Performers Total) State-Of-The-Art Sound System

Extra Entertainment / Services:	Charge
1 MTV Production (2x50" monitors)	\$200.00
1 Dance lesson 2 hours	\$300.00
1 2 Dancers/Party Motivators (Pkg price)	\$250.00

Package Price: \$800.00

Extra Services Total: \$750.00

Discount: \$0.00

Total Fee: \$1,550.00

Retainer: \$500.00

(Due 60 days prior to the event) Second Deposit: \$0.00

(Due 7 days prior to the event) \$1,050.00

Final Payment:

Any remaining balance is due upon arrival to event
 in the form of cash or certified check, checks
 payable to: New York Entertainment

Terms & Conditions

1. NY Entertainment reserves the right to substitute the Entertainer named on this agreement in cases of emergency, illness or extenuating circumstances.
2. The person executing this Agreement as and/or on behalf of the person for whom it is executed expressly represents that he or she is of legal age and capacity to execute this Agreement and that he or she is authorized to execute this Agreement on behalf of said person. This Agreement shall be binding upon the person executing it as well as upon the person for whom it is executed and, as used herein, the term "Client" shall include the person executing this Agreement and the person for whom it is executed.
3. Deposit 1 is due upon signature of this Agreement. If it is not received within thirty (30) days from the Contract Date, the date and price set forth in this Agreement may not be guaranteed. Deposit 2 is due at least 2 months before the affair date. If this payment is not made in full by the due date listed on the front of the contract a 3% service charge will be added to the balance of that payment and due immediately. Deposit 3, if any, is due on the date indicated on the first page of this Agreement. The remaining balance is due in cash or certified funds prior to the commencement of the affair or, if by personal check, at least 2 weeks prior to the affair date. If such amounts are not paid when due New York Entertainment, Inc. ("NYE") shall have the right not to perform. Deposits are non-refundable.
4. NYE may substitute goods or services based on availability. NYE may make reasonable substitutions in the content and/or performance of the show described herein

and does not guarantee the availability of any specific performer.

5. All package items and services have been discounted. Any refunds of such package items or services not provided will be at such discounted prices.
6. NYE agrees to entertain at said affair in accordance with the terms of this Agreement. Client agrees and undertakes that the affair shall take place on the date specified in this Agreement and in accordance with all of the terms, conditions, and provisions herein.
7. Client shall comply with all requirements of laws, ordinances, orders, and regulations of federal, state, county, and municipal authorities having jurisdiction over same. Client agrees that the premises to be used shall be used solely for the purposes intended and hired for. Client agrees to comply with the rules and regulations of the facility in which the affair is being presented as well as those required by NYE with respect to the performance of the function. NYE shall not be liable for inability to perform because of any assertion of rights by any party representing the establishment in which the affair is being performed.
8. Client agrees that NYE shall be the only entertainment provided at said affair unless otherwise agreed to in writing by NYE in advance.
9. NYE shall have no responsibility for failure to supply any service when prevented from doing so by strike, labor dispute, accident or force majeure or other acts beyond the reasonable control of NYE or by orders or regulations of any governmental authority including the right of eminent domain proceedings. Failure of fuel, water, gas or electric supply, air conditioning equipment or any other facility shall not constitute a breach of this Agreement by NYE.
10. This Agreement is not assignable or otherwise transferable by the Client. This Agreement constitutes the entire Agreement between the parties and no modification shall be of any force and effect unless it is in writing and signed by the party against whom enforcement of such modification is sought. No rights whatsoever of NYE hereunder may be waived, released, surrendered, compromised, altered or otherwise conceded in any way whatsoever except in writing signed by the President of NYE.
11. In the event that the Client breaches this Agreement in any manner including but not limited to the postponement or cancellation of the event or failure to make any payment when due, any deposits or prior partial payments are not refundable and shall be retained by NYE and credited against amounts due by the client and/or any damages or losses sustained by NYE. The credit of the deposit monies is not a release of claims for further losses or the balance due per the contract. The client is further liable for actual damages sustained by NYE including but not limited to NYE's loss of profits. Client expressly agrees to indemnify and hold harmless NYE, its shareholders, employees and agents from any and all loss, damage, expenses and costs arising out of or related to client's breach or threatened breach of this agreement. The remedies as set forth in this agreement are in addition to and not in limitation of any other rights or remedies to which NYE is or may be entitled by law.
12. The client is responsible to pay all legal fees and costs incurred by NYE in the event of any legal disputes regarding this contract regardless of whether a lawsuit is instituted. If litigation is commenced by either party, the client agrees to pay legal fees and costs incurred by NYE if it is successful in defending a claim brought by the client and/or if NYE obtains a monetary verdict against the client in a law suit brought by NYE.
13. In the event this Agreement pertains to an affair at which NYE will be performing outdoors, this Agreement shall be binding and in full force and effect irrespective of inclement weather conditions on the day of the affair except that NYE reserves the sole and exclusive right to determine whether it will perform in inclement weather and may stop any performance upon the happening of such inclement weather. NYE shall not be liable for failing to perform in inclement weather and Client shall remain liable for the full amounts due hereunder.
14. NYE shall have the right to photograph and/or tape (audio and/or video) all or part of the affair. Such photographs and tapes are the sole property of NYE. Client hereby consents to NYE's use of such photographs and/or tapes for purposes of promoting NYE and its services to prospective clients.
15. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement shall be binding upon and inure to the benefit of the successors of each of the respective parties herein. This Agreement shall be construed and performed in accordance with the laws of the State of Pennsylvania. The parties agree that any action concerning the terms of this Agreement must be brought in a state or federal court of competent jurisdiction in the State of Pennsylvania regardless of the place of residence or the place of doing business of the Client or the place of the affair described herein.
16. Cancellations due to inclement weather conditions on the day of the affair, except that NYE must receive written notice no less than 24 hours before contracted event, via e-mail or a signed letter for any and all cancellations of the function. In the event that the client decides to cancel the event with in 24 hours of the agreed start time, as listed on the Entertainment agreement, the client will be responsible to pay the full amount due to the entertainers as also listed on this entertainment agreement contract. If a client has provided written notice that an event is to be canceled due to inclement weather 24 hours before the event is to take place, the client can choose another date as long as the entertainers have the date available. Clients agree that they may not be able to have the same performers & will allow NYE to substitute all entertainers, if NYE deems it necessary, in order to provide the services for the new date.

NY Entertainment Representative

Date

Client Signature

Date