

Main Street Entertainment Contract Terms and Provisions

1. This contract hereby incorporates the current packaging information of Main Street Entertainment as of the date of the contract, as described on the reverse of the contract in the list of package selections.
2. This contract represents the entire agreement between the Client and Main Street Entertainment, except wherein it makes specific reference to another written document. This agreement supercedes all prior and simultaneous written or oral agreements between the parties and can only be modified in writing.
3. This contract reserves a disc jockey(s), and/or other entertainers from Main Street Entertainment to perform the services described in the contract. In the unlikely event that any performer or disc jockey is injured and/or becomes too ill to perform at the event, Main Street Entertainment will make every effort to secure a suitable replacement disc jockey or performer.
4. The Client understands that the Disc Jockey and/or performers are limited by the guidelines of the ceremony official or reception site management.
5. All information on the reverse of this contract, including, but not limited to times, date, locations, client, and package information cannot be changed without the express written permission of an authorized representative of Main Street Entertainment.
6. Client understands that changes in the times and/or locations may result in an increase in package pricing.
7. Client agrees to contact Main Street Entertainment prior to the scheduled event to confirm times for scheduled events. Client agrees to complete all informational worksheets and paperwork prior to the event, to aid Main Street Entertainment in fulfilling the client's requests. Client understands that delays during the day of the event, weather, acts of God, equipment failure, music malfunction, or events out of the control of the performer may result in the performer being unable to fulfill certain musical requests and/or all of the scheduled services.
8. It is the goal of Main Street Entertainment to maintain a safe and fun environment for the Client and the guests at the scheduled event; however, Main Street Entertainment accepts no liability for actions of dancers and/or participants in festivities at the scheduled event.
9. Main Street Entertainment maintains an extensive musical library and will make every effort to provide all of the necessary music requested at the event; however, Client understands that it is the responsibility of the Client to provide any music not in the current library of Main Street Entertainment.
10. The Client hereby acknowledges that this contract reserves a representative or representatives of Main Street Entertainment to provide a live performance during the scheduled event. Main Street Entertainment will make every effort to accommodate the requests and scheduling of the client; however, Main Street Entertainment does not warranty the performance of the disc jockey or any other performers, as live performances, akin to fine art are subject to varying interpretations.
11. The package selected on the reverse of this contract has been designed to meet the goals and desires of the Client in a cooperative manner. The Client and Main Street Entertainment hereby agree that cooperation and punctuality are essential to achieving the desires of the Client.
12. Although Gratuities are appreciated, a gratuity is not required. The Disc Jockey will arrive in advance of the start of the event and the Disc Jockey remains available for overtime subject to availability of the facility. It is understood that the client is required to provide the Disc Jockey with a meal. If the Client opts not to provide a meal for the Disc Jockey, a meal fee will be assessed.
13. Performance by Main Street Entertainment will commence at the designated start time on the reverse of this contract and continue for the designated hours in the package booked. If the Client requests additional time, the overtime rate stated in the package will automatically be applied to any overtime performed.
14. Main Street Entertainment takes the utmost care with respect to providing equipment, back-up equipment (where applicable), music, and entertainers. However, in the unlikely event that the performer(s) from Main Street Entertainment fails to substantially perform under the contract, due to the negligence of Main Street Entertainment, that portion of the contract payment may be returned to Client. Main Street Entertainment expressly limits liability to the return of all deposits.
15. Main Street Entertainment and Client hereby agree that any and all claims arising out of this contract or the relationship between the parties will be submitted to binding arbitration under the American Arbitration Association Rules. Both Main Street Entertainment and Client agree that binding arbitration is the only dispute resolution available to the parties, and neither party will seek remedy in the court.
16. Should questions arise as to the proper interpretation of the terms and conditions of the contract, the decision of Main Street Entertainment will be final.

I have read and agree to the above terms and provisions: