

# Rox Enterprises

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1406 Chicago Avenue Suite 102 Ocean City, MD 21842

1-(866) 682-7699

This Entertainment Agreement is issued this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the undersigned Purchaser of Entertainment (hereinafter called "Purchaser") and the Entertainer comprising **Rox Enterprises**

**NOTE: Bookings are made on a first-come, first-served basis; events are tentatively placed on our schedule at the time of initial contact. If the booking is not confirmed (by the return of this contract and the required retainer fee) within thirty days of the above issuance date, the event may be removed from the schedule, if other bookings are confirmed. After that time, please contact us for prices and availability.**

The Purchaser herewith contracts the services of Rox Enterprises to provide entertainment according to the following terms and conditions:

|                                  |                     |                                |                   |                                       |                  |                   |  |
|----------------------------------|---------------------|--------------------------------|-------------------|---------------------------------------|------------------|-------------------|--|
| Purchaser:                       |                     | Event Date:                    |                   | Event Time:                           |                  | Type of Function: |  |
| Phone#                           | Home:               | Work:                          |                   | Cell:                                 | E-Mail:          |                   |  |
| Purchaser Address                |                     |                                |                   | Guest(s) of Honor (or Bride & Groom): |                  |                   |  |
| Location Address:                |                     |                                |                   | Event Time                            |                  |                   |  |
| <b>Costs:</b>                    | Entertainer:        |                                | Base Cost:        |                                       | \$               |                   |  |
|                                  | Additional hours:   |                                | Laser Light Show: |                                       | \$               |                   |  |
|                                  | Portable Power Fee: |                                | Multiple Set Ups: |                                       | \$               |                   |  |
|                                  | Discount:           |                                | Total Cost:       |                                       | \$               |                   |  |
|                                  | Deposit (50%):      |                                |                   |                                       | \$               |                   |  |
| <b>Credit Card Information</b>   |                     | Name on Card:                  |                   |                                       | Billing Address: |                   |  |
| Fax :                            |                     | Credit Card Number:            |                   |                                       |                  |                   |  |
| Retainer: \$                     |                     | Amount to be charged: \$ _____ |                   |                                       | Expiration Date: |                   |  |
| (Please remit 50% of total cost) |                     | Customer Signature:            |                   |                                       |                  |                   |  |

## TERMS AND CONDITIONS:

1. **The "balance due" stated above is due and payable to Rox Enterprises two weeks prior to your event if paying by check, 72 hours if paying by credit card.** Personal checks, cash, money orders, cashiers checks and credit card payments are accepted. Returned check fee is \$100.00. There is an overtime charge for each additional hour past the contracted time. **OVERTIME CHARGES MUST BE PAID IN ADVANCE OF PERFORMANCE. PER COMPANY POLICY, YOUR MOBILE ENTERTAINER CANNOT PERFORM PAST THE CONTRACTED TIME WITHOUT ADVANCE PAYMENT.**
2. The event "start time" and "end time" constitute the agreed-upon event time frame. Time frame can be changed, upon approval by Purchaser and Rox Enterprises.
3. The Agreement of Rox Enterprises to perform is subject to the inability to perform due to accidents, riots, strikes, wars, epidemics, acts of God, or any other legitimate conditions beyond their control, in which case the retainer fee will be cheerfully refunded. Liability is limited to the stated cost of the event above.
4. Rox Enterprises will make every effort to provide a specific Mobile Entertainer when requested. The Purchaser agrees that Rox Enterprises is authorized to substitute or replace any of its members with equivalent talent. Said substitutions or replacements are to be made in rare cases only. The Purchaser agrees that Rox Enterprises shall not be subject to any liability in connection with any substitution or replacement of its members.
5. The Purchaser assumes all liabilities due to accident or injury to anyone attending this event, unless accident or injury was due to negligence on the part of Rox Enterprises. Purchaser also assumes responsibility for malicious damages caused by participants to Rox Enterprises property.
6. Unless Rox Enterprises management approves a different amount, **50% of the total event cost must accompany this agreement to hold your date.** If The Purchaser cancels this agreement prior to the event, **it is agreed that the retainer fee is refundable with "Rox Cash" only** (coupons for a future event, good for one year). We are so confident in our performers that we provide a double your money back guarantee. Any time that is lost due to tardiness or equipment malfunction will be prorated, doubled and refunded to the customer that same day.
7. The Purchaser, member or authorized representative signing this agreement acknowledges his or her authority to sign.
8. **Representatives of Rox Enterprises shall have free access to the place of performance two hours prior to the time of the performance.**
9. **Rox Enterprises books on a first-come, first-serve basis, and cannot be held responsible for verbal bookings over the telephone.** If signed agreement and retainer fee are not returned to Rox Enterprises within thirty days of the issuance date at the top of this contract, please call for availability and current price.
10. **The Purchaser is responsible for providing accurate driving directions to the event location one week prior by phone, fax, e-mail or U.S. mail.**
11. **The Purchaser is responsible for providing one six-foot table, and for outdoor events, adequate shelter for electronic equipment in the event of rain.**

This writing constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be part of this contract unless reduced to writing, executed by the parties, and shall physically be attached to this contract. IN WITNESS WHEREOF, we HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS, and have executed this contract with signature below.

\_\_\_\_\_  
Purchaser of Entertainment Signature / Date

\_\_\_\_\_  
Authorized Signature (Rox Enterprises) / Date